

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING  
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, NOVEMBER 21, 2016 IN THE E.L.  
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
INTERIM CITY MANAGER	GWEN WALKER	gwen.walker@groveland-fl.gov
CITY CLERK	TERESA MAXWELL	teresa.maxwell@groveland-fl.gov
SERGEANT-AT-ARMS	CAPT. TODD ENGLISH	todd.english@groveland-fl.gov

**Please note:** Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**AGENDA**

**Call to Order**

**Opening Ceremonies**

- a. Pledge of Allegiance
- b. Invocation
- c. Swearing in of Newly Elected Council Members
  - i. George Rosario
  - ii. Dina Sweatt
  - iii. John Griffin

**Roll Call**

**Guest Speaker, Presentations and Proclamations**

**Reports**

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

**Consent Agenda**

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

- Approval of City Council Meeting Minutes of November 7, 2016

## **New Business**

1. Appointment of Vice Mayor
2. Appointment of Civic Representatives and Alternates
  - a. Florida League of Cities
  - b. Keep Lake Beautiful Committee
  - c. Lake County League of Cities
  - d. Lake-Sumter Metropolitan Planning Organization
  - e. Lake County School Board Concurrency Committee
  - f. South Lake Chamber of Commerce
  - g. South Lake Economic Development Committee
  - h. South Lake Regional Water Cooperative

## **Old Business**

3. Ordinance 2016-09-18: Large Scale Comprehensive Plan Amendment – Raney Holdings
4. Ordinance 2016-09-19: PUD Rezoning – Raney Holdings

## **New Business (continued)**

5. Welcome Center Purchase
6. Eagle Ridge Phase III Bid Recommendation
7. City of Groveland v. Capstone Surety (Sitek Construction)
8. Code Enforcement Foreclosure – 148 Wright Street
9. Ordinance 2016-12-25: Infill Development
10. Resolution 2016-11-31: General Fund Budget Amendment
11. Resolution 2016-11-33: Requesting Street Lights and Sidewalks Along Silver Eagle Road
12. Resolution 2016-11-34: Site Plan Approval – Raney Holdings

## **Public Comment\***

## **Announcements**

## **Adjournment**

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

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

***City of Groveland***  
Minutes  
**City Council Meeting**  
Monday, November 07, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, November 07, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:05pm with the following members present: 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 Capt. Todd English. Vice Mayor Karen McMican was absent due to an illness.

*Consensus to excuse Mrs. McMican's absence.*

**OPENING CEREMONIES**

- a. Pledge of Allegiance lead by Council Member Sweatt
- b. Invocation was given by Council Member Radzik

**GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS**

- a. **Pancreatic Cancer Awareness Day Proclamation**

*The city clerk read the proclamation declaring November 17, 2016 National Pancreatic Cancer Awareness Day.*

**REPORTS**

- a. **Council Members**

- **Council Member John Griffin** stated that the sign at John Wesley Griffin Park is still crooked and the bushes and trees need to be trimmed in front of it.
- **Council Member Mike Radzik** attended the FLC Legislative Committee for Finance, Taxation and Personnel Meeting held on October 28. The committee named the following items as their priorities: Communication Services Tax (CST), Local Business Tax receipts (BTR) and Local Government Infrastructure Tax. He announced that this Saturday Groveland Cares will hold its Annual Free Thanksgiving Dinner from 1:00pm-5:00pm at the First Baptist Church.
- **Council Member Dina Sweatt** attended two political candidate forums in advance of the elections. Attended the Lake~ Sumter MPO Governing Board Meeting where the board discussed the SR 50 Realignment Project. Attended the FLC Legislative Committee for Growth Management & Economic Affairs Meeting held on October 28. The committee chose CRA's and Permit Fees as their main focus. In addition, she attended the South Lake Task Force Meeting and the Business of the Month photoshoot at Coyote Rojos.
- **Mayor Tim Loucks** reviewed the Water Rate Study and gave a brief history of the past rate study and the flawed results. He explained what had transpired leading up to the flawed study that resulted in a p16% proposed increase. He explained what has been done to ensure that the next study will have the correct data necessary to

show true and accurate results. He stated that the Council and staff have been working diligently since this time to obtain correct data to insure the new study will not be flawed.

There are inaccuracies that we have been reviewing, justifying and correcting. Mrs. Walker is going to bring back before the Council all of the numbers and data prior to submitting this information to the firm to complete the study. The new Council must make sure that the new data balances out prior to turning this information over. He notified the Council that his notes will be available to the if requested and that he would be happy to assist.

**b. City Manager**

- **SR 50 Public Safety Property** – Indian Hills is not interested in purchasing the 150' strip of property. Does the Council wish to move the fire station up to the front of the property to better utilize the property? This would open up the back of the property into one large parcel.

*Consensus to move the fire station to the front of the property to better utilize the 150' strip of land.*

- **Status of the Police Department** – Capt. Todd English stated that he and Lt. Cliff McMennamy have audited the communications department, evidence room and the FTO program. The results were above average. He is continuing to meet with all officers and has only four more to meet with. He stated that the employees are starting to come together as a cohesive team.
- **Installation of Metal Detector** – Capt. English addressed the Council regarding the proposed installation of a metal detector inside the E.L. Puryear Building. He informed the Council that he had received the pricing of the detector and two handheld wands which would be necessary. In addition to the equipment cost, a minimum of two officers would need in-depth training. He stated that two officers would be required to work the machine and use the handheld wands. He explained that this is due to possible accusation of improprieties when contact is involved searching someone's body with the handhelds. The building would have to be altered to comply with Fire code issues as well.

Capt. English stated that it is his recommendation that instead of purchasing a metal detector and handheld wands the Council should simply approve the assigning of one to two officers for each meeting. These officers would not be considered as the Sergeant at Arms but would patrol the room. This would allow the officers to be more vigilant and attuned to the Council's immediate needs

*Consensus to provide a proposal to the Council regarding utilizing an assigned police officer.*

- **Clermont Fire Support Invoice** – Chief Morgan stated that the City had recently received invoices from the City of Clermont for fire services they provided with Groveland city limits. He explained that during the time the ISBA was adopted a Mutual Aid Agreement was also adopted due to problems with dispatching. The issue was that the dispatcher could not dispatch individual stations. They had to announce the calls to all.

The fire chiefs met and discussed this problem and came up with a solution. They agreed that the first department to respond would run the calls. The fire chiefs voluntarily agreed to this plan and at no time was monetary compensation discussed. The Clermont Fire Chief did not like this and discussed with the county

that they answer numerous call in Groveland. During a meeting with the Lake County manager and Clermont city manager our former city manager indicated that Groveland would pay for all calls answered from outside agencies.

Clermont has asked for funds retroactive to the time the mutual aid was agreed upon by the fire chiefs and submitted an invoice totaling over \$20,000. Chief Morgan stated that the fire chiefs from these three organizations were not included in the meeting and he fills that misinformation was put out.

*Consensus to have the city attorney review the ISBA and Mutual Aide Agreement.*

- **Miscellaneous** – Ms. Morgan is researching an LED sign as requested. She had the Juice Jog over the weekend which was very successful raising \$3,500. She stated that Niagara Bottling Company recently donated \$103,104.52 to the Groveland Elementary School for new playground equipment.

**c. City Attorney**

- **Estates at Cherry Lake School Site** – The Lake County School Board (LCSB) attorney contacted Mrs. Geraci-Carver and stated that he brought this property up before the Board and no members were interested in discussing construction on the property. The title is still in the City of Groveland’s name and Council must discuss how to proceed.

*Consensus to add this item to the Council Retreat.*

- **Glen Wilson Lawsuit** – Council Member Radzik asked Mrs. Geraci-Carver if she would set the record straight regarding the current status of the Glen Wilson Lawsuit and whether or not a settlement had been reached. CM Radzik continued stating that incorrect information was being bandied amount around social media causing confusion.

*Mrs. Geraci-Carver stated that the Council has not provided any direction to settle the lawsuit.*

**d. Citizen Advisory Committee**

**CONSENT AGENDA**

- **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**

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

**OLD BUSINESS**

- 1. Ordinance 2016-07-16: Annexation – Villa City Project \*Second and Final Reading**

*Council Member Sweatt moved to table Ordinance 2016-07-17 to a special meeting on November 17 at 7:00pm; seconded by Council Member Radzik. The motion was approved with all members present voting aye.*

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

*Council Member Radzik moved to table Ordinance 2016-07-17 to a special meeting on November 17 at 7:00pm; seconded by Council Member Griffin. The motion was approved with all members present voting aye.*

**3. Ordinance 2016-10-22: Rezoning to PUD – West Villas \*Second and Final Reading**

*Council Member Radzik moved to approve; seconded by Council Member Griffin.*

*Motion amended.*

*Council Member Radzik moved to approve waiving the affordable housing requirement; seconded by Council Member Griffin. The motion was approved with all members present voting aye.*

**4. Ordinance 2016-10-23: Rezoning to PUD – Villa City Project \*Second and Final Reading**

*Council Member Radzik moved to table Ordinance 2016-07-17 to a special meeting on November 17 at 7:00pm; seconded by Council Member Radzik. The motion was approved with all members present voting aye.*

**NEW BUSINESS**

**5. Approval of Consultant Services Agreement with Marvin Puryear, Broker Associate**

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

**6. Revise Agreement with Jennifer Montes to Provide Zumba Classes in Cooperation with the Parks & Recreation Department**

*Council Member Griffin moved to approve staff's recommendation to no longer require a staff member's attendance; seconded by Council Member Radzik. The motion was approved with all members present voting aye.*

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

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

***Meeting recessed at 8:25pm***

***Meeting reconvened at 8:40pm***

**8. Second Amended Utility Agreement as to Manu, LLC. and City of Groveland**

*Council Member Radzik moved to deny the proposal; seconded by Council Member Sweatt. The motion was approved with all members present.*

**9. Employment Agreement between City of Groveland and Gwen Walker re: City Manager**

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

**10. Ordinance 2016-11-24: Restructuring of Finance Department**

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

**11. Resolution 2016-11-30: Splash Park at Lake David**

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

**PUBLIC COMMENT**

A resident and student of South Lake High School addressed the Council regarding the lack of street lights and sidewalks along Silver Eagle Road. She stated that the area is very dark and dangerous for those walking to and from school or after school events. She presented the city clerk with four pages of signatures for a petition she started to have street lights installed.

Mayor Loucks informed her that Silver Eagle Road is a county road and she would need to contact them regarding the installation of lights and sidewalks. However, he stated that the staff would contact the county and request these items be installed and would assist in any way possible.

*Consensus to direct staff to create a resolution recommending to the Lake~Sumter MPO that street lights be installed along South Lake High School.*

A property owner addressed the Council stating that she had previously received approval through the Infill Development Ordinance to construct her home on her property which sits between Main and Lake Avenues; however, due to construction delays the ordinance approval has expired for her project. She asked that the Council amend the ordinance to extend the construction time to twelve months and be retroactive to November 2014.

*Consensus to bring an amended Infill Development Ordinance back to the Council being retroactive and extending out for twelve months.*

Mr. Ron Putnam stated that he would like to help others heal from the Vietnam War. He asked for Council's permission to meet with Commissioner Sean Parks and Representative Larry Metz in

regards to a Vietnam War Memorial monument. He would like to place a large memorial at the County and a plaque at every Lake County municipality that has a Veterans Park. He stated that his project would not cost the City any money.

*Consensus to allow and support Mr. Ron Putnam to meet with officials in order to obtain a monument and plaques.*

### **ANNOUNCEMENTS**

*City Attorney Anita Geraci-Carver swore in Gwen Walker as City Manager.*

### **ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 10:20pm.*



Attest:

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Tim Loucks, Mayor

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Teresa Maxwell, City Clerk



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
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<b>ITEM NUMBER:</b> 1
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<b>AGENDA ITEM:</b> Appointment of Vice Mayor
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<b>CITY GOAL:</b> Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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<b>PREPARED BY:</b> Teresa Begley, City Clerk
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<b>DATE:</b> November 14, 2016
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### BACKGROUND:

The appointment of vice mayor is conducted by the council after all newly elected members have taken their Oath of Office as stated in the City of Groveland Charter:

#### **Sec. 3.04. - Duties of mayor and election of vice-mayor.**

At the first council meeting after each regular city election, the council shall elect one of its members as a vice-mayor. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation, or removal of the mayor, the vice-mayor shall vacate the office of councilmember and serve as mayor until the next regular election when the office shall be filled for a full two-year term.

Historically, the appointment goes to a member who has resided on the council for a minimum of one year. The following is a list of vice mayors over the last 9 years:

2008: John Griffin  
2009: John Griffin  
2010: John Griffin  
2011: James Gearhart  
2012: Tim Loucks  
2013: Tim Loucks  
2014: James Smith  
2015: John Griffin  
2016: Karen McMican

<b>STAFF RECOMMENDATION:</b> Appoint a vice mayor
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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*"The city with a future, watch us grow!"*



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
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<b>ITEM NUMBER:</b> 2
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<b>AGENDA ITEM:</b> Appointment of Committee Representatives and Alternates
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<b>CITY GOAL:</b> Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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<b>PREPARED BY:</b> Teresa Begley, City Clerk
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<b>DATE:</b> November 14, 2016
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### BACKGROUND:

Groveland City Council strives to be active within the community, county, region and state by holding leadership positions on numerous civic organizations and advisory boards. After the seating of the newly elected council each year, representatives and alternates are appointed to these committees. The appointed representative will be responsible for attending each scheduled meeting. The alternate is required to the meeting only in place of the representative. The following is a listing of civic organizations that council members participate in as voting or contributing members. Each organization will need a designated representative and an alternate.

- **Florida League of Cities**  
Current member and alternate: Mrs. McMican – Mrs. Sweatt
- **Keep Lake Beautiful**  
Current member and alternate: Mrs. Sweatt – Open
- **Lake County School Board Concurrency Committee**  
Current member and alternate: Mr. Radzik – Mr. Loucks  
\*Meets quarterly with the next meeting in December
- **Lake County League of Cities**  
Current member and alternate: Mrs. Sweatt – Mr. Griffin  
\*Meets for a luncheon the 2<sup>nd</sup> Friday at 11:30am
- **Lake-Sumter Metropolitan Planning Organization**  
Current member and alternate: Mr. Loucks – Mrs. Sweatt  
\*Meets on 1<sup>st</sup> Wednesday at 2:00pm
- **South Lake Chamber of Commerce**  
Current member and alternate: Mrs. McMican – Mr. Radzik  
\*Meets for breakfast at 7:00 on the 1<sup>st</sup> and 3<sup>rd</sup> Fridays
- **South Lake Economic Development Committee**  
Current member and alternate: Mr. Loucks – Mr. Radzik  
\*Meets the 2<sup>nd</sup> Thursdays at 4:00pm
- **South Lake Regional Water Cooperative**  
Current member and alternate: Mr. Loucks – Mrs. McMican

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**STAFF RECOMMENDATION:** Appoint a representative and an alternate for the following: Florida League of Cities, Keep Lake Beautiful, Lake County School Board Concurrency Committee, Lake County League of Cities, Lake-Sumter Metropolitan Planning Organization, South Lake Chamber of Commerce, South Lake Economic Development Committee, South Lake Regional Water Cooperative

<b>REVIEWED BY CITY MANAGER:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

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## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** November 21, 2016

**ITEM NUMBER:** 3

**AGENDA ITEM:** Ordinance 2016-09-18: Comprehensive Plan Amendment – Raney Holdings \**Second and Final Reading*

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

**PREPARED BY:** Jodi Nentwick, Community Development Director

**DATE:** November 18, 2016

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

### **BACKGROUND:**

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

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

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

The proposed City FLUM for the property is Industrial, which is roughly equivalent to its Lake County Heavy Industrial FLUM designation, except that Lake County's Heavy Industrial designation allows a higher intensity of development than the City's Industrial designation. The Lake County Heavy Industrial designation allows a floor area ratio (FAR) of 1.0 and an impervious surface area ratio (ISR) of 0.8. The City's Industrial designation allows a floor area ratio (FAR) of 0.7 and an impervious surface area ratio (ISR) of 0.7. Therefore, this proposed comprehensive plan amendment would actually reduce the impact of future development on the subject property.

Given that the subject property is part of the existing Ford Commerce Park which is already partially built out with industrial development, the most appropriate Future Land Use Map designation for the property is Industrial.

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Since this is a large scale Comprehensive Plan Amendment (CPA)/ Future Land Use Map Amendment (10 acres or more), it will need to be transmitted to the State of Florida (Department of Economic Opportunity) for review before it can be adopted by the City. This is the first public hearing for Ordinance # 2016-09-18. The first public hearing for the associated zoning ordinance will also be held tonight. After the State of Florida has reviewed the proposed CPA, the second public hearing for both the CPA ordinance and the zoning ordinance will be held to adopt the proposed ordinances.

At the September 19, 2016, the Local Planning Agency (LPA) approved the rezoning to PUD as submitted. At the same night the City Council approved the Reading of the Ordinance by First Reading as submitted. Staff transmitted the Comprehensive Plan Amendment to the Florida Department of Economic Opportunity (FDEO).

On October 21, 2016, the City received a letter from FDEO with no objections.

Public Notices: Courtesy Notices were mailed to property owners within 150 feet on November 10 26, 2016. The legal ad was advertised in the Orlando Sentinel, Lake County Edition on November 11, 2016.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Ordinance 2016-09-18
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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**ORDINANCE 2016-09-18**

**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 THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM LAKE COUNTY HEAVY INDUSTRIAL TO CITY OF GROVELAND INDUSTRIAL 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 request for this large scale plan amendment is initiated by the applicant, Raney Holdings, LLC; and

**WHEREAS**, the owner and applicant desire to use the property for light industrial purposes; 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.

**WHEREAS**, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

**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. Comprehensive Plan Amendment**

- A. The Property is legally described as Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the map or plat thereof as recorded in Plat Book 40, Page(s) 84-87, Public Records of Lake County, Florida, consisting of 13.16 +/- acres, and is depicted in **Exhibit A** attached hereto and incorporated herein.
- 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, on the City of Groveland Future Land Use Map from Lake County Heavy Industrial and designating the Property on the Future Land Use Map to:

**INDUSTRIAL:** 13.16 +/- acres more particularly described as The Property.

## **Section 3. 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 4. 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 5. Repeal**

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

## **Section 6. Transmittal**

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, 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 7. 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 GEORGE ROSARIO, 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
George Rosario		
Tim Loucks		
Dina Sweatt		
Karen McMican		
John Griffin		

**EXHIBIT "A"**



**Alternate Key:** 3781708  
**Parcel Number:** 20-21-25-120600002700

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

October 21, 2016

The Honorable Tim Loucks  
Mayor, City of Groveland  
156 South Lake Avenue  
Groveland, Florida 34736

Dear Mayor Loucks:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Groveland, Amendment No. 16-6ESR (CP-2016-09-18) which was received on September 23, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City of Groveland. If other reviewing agencies provide comments, we recommend the City of Groveland consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

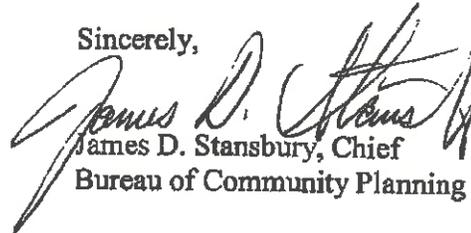
The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at [dan.pennington@deo.myflorida.com](mailto:dan.pennington@deo.myflorida.com).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning

JS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Jodi Nentwick, Senior Planner, City of Groveland  
Hugh W. Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** November 21, 2016

**ITEM NUMBER:** 4

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

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

**PREPARED BY:** Jodi Nentwick, Community Development Director

**DATE:** November 18, 2016

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

### **BACKGROUND:**

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

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

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

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

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

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

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

On September 19, 2016, the Local Planning Agency (LPA) approved the rezoning to PUD as submitted. At the same night the City Council approved the Reading of the Ordinance by First Reading as submitted.

Public Notices: Courtesy Notices were mailed to property owners within 150 feet on November 09, 2016. The legal ad was advertised in the Orlando Sentinel, Lake County Edition on November 11, 2016.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Ordinance 2016-09-19
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

**ORDINANCE 2016-09-19**

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

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

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

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

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

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

**WHEREAS**, the LPA has recommended approval of this ordinance.

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

**Section 1: Purpose and Intent.**

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

**LEGAL DESCRIPTION:**

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

Records of Lake County, Florida, consisting of 13.16 +/- acres, and is depicted in **Exhibit A** attached hereto and incorporated herein.

**Section 2: Zoning Classification.**

That the property being so designated as PUD – INDUSTRIAL is subject to the following terms and conditions:

**General**

Development of this Project shall be governed by the contents of this document, the City of Groveland Land Development Regulations, the City of Groveland Code of Ordinances and all other applicable rules, regulations and ordinances of the City except where the provisions of this Ordinance are in conflict and then the provisions of this Ordinance shall take precedence.

Unless otherwise noted, 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. Protect and enhance the environment, and promote sustainable development principles;
3. Develop industrial areas that are safe, comfortable and attractive to pedestrians; and
4. Provide a network of open space provision.

**Land Uses**

The Concept Plan for the Project is attached hereto and incorporated herein as **Exhibit B** and is an integral part of this PUD zoning. Elements within the development are to include industrial and open space. The approximate acreage devoted to Industrial land use shall be as follows:

Industrial: 13.16 +/- acres

Permitted Uses as found under the M-1 zoning designation, including warehouse and distribution facilities; and outdoor storage shall be permitted. Other similar no more intensive uses will be allowed at the discretion of the City Manager or designee. All other industrial uses are prohibited.

Industrial and/or warehouse development will not exceed the permitted densities allowed by the future land use.

In addition to the uses set forth above, the Project will also include stormwater management facilities. In addition to the general requirements of the future land uses, the site will be subject to the following standards:

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

**Standards for Industrial**

The following setbacks shall be applied to Industrial:

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

**Phasing**

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

**Architectural Standards**

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

### **Parking Requirements**

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

### **Potable Water and Wastewater**

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

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

### **Solid Waste**

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

### **Drainage**

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

### **Sidewalks**

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

### **Landscaping Requirements**

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

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

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

**Lighting**

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

**Utilities**

All utilities shall be underground.

**Signage**

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

**Impact Fees**

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

**Amendments**

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

**Expiration of PUD and Construction Plans**

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

**Section 3: Consistent with Comprehensive Plan.**

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

**Section 4: Official Zoning Map.**

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

**Section 5: Severability.**

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

**Section 6: Conflict.**

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

**Section 7: Effective Date.**

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

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

\_\_\_\_\_  
HONORABLE GEORGE ROSARIO, MAYOR  
City of Groveland Florida

ATTEST:

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



Approved as to Form:

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_

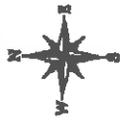
Council Member \_\_\_\_\_ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member \_\_\_\_\_ and upon roll call on the motion the vote was as follows:

	YEA	NAY
George Rosario		
Mike Radzik		
Dina Sweatt		
Karen McMican		
John Griffin		

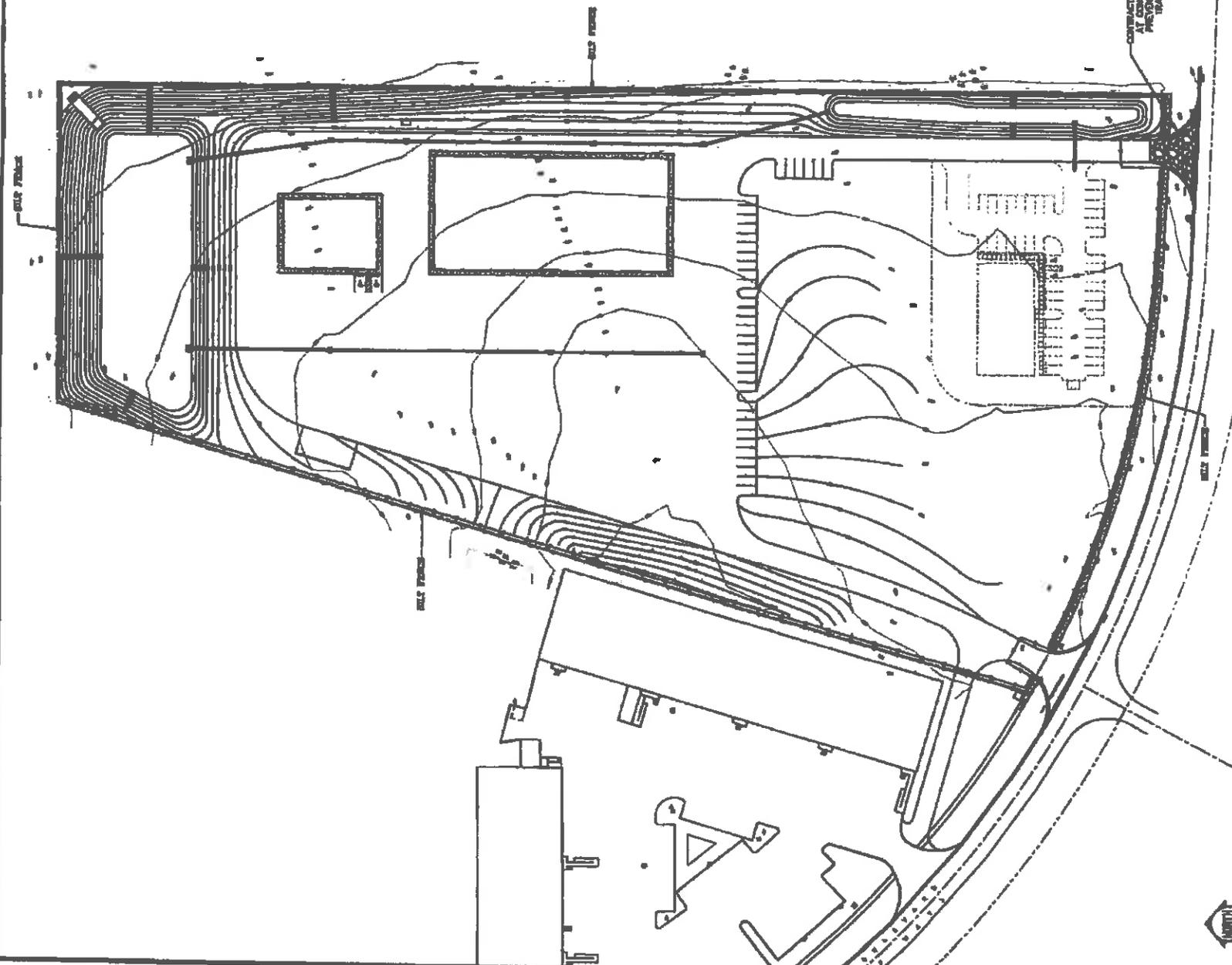
**EXHIBIT "A"**

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

# EXHIBIT B



CONTRACTOR SHALL PROVIDE GRAVEL  
AT COST TO BE PAID BY THE  
PROPERTY OWNER TO BE  
TRANSPORTED OFF-SITE.





## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
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<b>ITEM NUMBER:</b> 5
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<b>AGENDA ITEM:</b> Welcome Center Purchase
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<b>CITY GOAL:</b> Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
---

<b>PREPARED BY:</b> Gwen Walker, City Manager
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<b>DATE:</b> November 13, 2016
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### **BACKGROUND:**

Attached please find the Real Estate Purchase and Sales Agreement For Property sent to us by Lake County in regards to the property known as the Welcome Center. There are adequate funds in the City's Discretionary Tax Revenues to purchase the building in advance of impact fee receipts from the Villa City Project without jeopardizing any projects/purchases that are planned using that revenue source.

<b>STAFF RECOMMENDATION:</b> Recommend the purchase of the property known as the Welcome Center.
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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## REAL ESTATE PURCHASE AND SALES AGREEMENT FOR PROPERTY

**THE UNDERSIGNED, Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as the "Seller", whose address for notices is Post Office Box 7800, Tavares, Florida 32778, agrees to sell and the **City of Groveland, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, whose address for notices is 156 South Lake Avenue, Groveland, Florida 34736, hereinafter referred to as "Purchaser", agrees to buy that tract of real property located at 20763 U.S. Highway 27, Groveland, Lake County, Florida, together with any fixtures, improvements, equipment, appurtenances, and development rights, now in or on the Premises in an "as is" condition, as more particularly described in **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the "Premises". The parties acknowledge that the legal description contained in **Exhibit A** was prepared based upon historic chain of title information. The parties agree to amend the legal description of the Premises listed in Exhibit A, if necessary to correct error(s).

**1. PURCHASE PRICE.** The purchase price for the Premises is Four Hundred Seventy Thousand Dollars and No/100 (**\$470,000.00**), hereinafter referred to as the "Purchase Price". The Purchase Price, subject to the adjustments and prorations provided for herein, shall be paid by City warrant.

**2. TITLE.** Seller gives no representations other than it is the owner of the Premises and that it is authorized to execute and deliver this Agreement. Seller agrees to convey title to the Premises by County Deed, in an "as is" condition.

**3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.** It is understood and agreed that Purchaser's sole reason in entering into this Agreement is for the Premises to be utilized as a city facility, hereinafter referred to as "intended use", and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Purchaser acknowledges that it is Purchaser's obligation and responsibility, and not that of the Seller, to its due diligence to determine the Premises is property for this intended use. Purchaser's obligations hereunder shall be subject to the following conditions and provisions for Purchaser's benefit, any of which may be waived by Purchaser. Seller agrees to provide Purchaser with such assistance as may be reasonably necessary during the due diligence period.

A. The receipt by Purchaser of reports from engineering and environmental tests and investigations, ordered at Purchaser's expense, indicating that the Premises are free from contamination and suitable, in Purchaser's sole judgment, for Purchaser's intended use.

B. The receipt by Purchaser of engineering and other inspections and investigations, ordered at Purchaser's expense, indicating that all improvements, appurtenances, and equipment on the Premises are in good operating condition and repair and are suitable, in Purchaser's sole judgment, for Purchaser's intended use, all of which shall be on the Closing Date as hereafter defined, in the same condition as existed on the date of Purchaser's execution of this Agreement, ordinary wear and tear only excepted.

C. Purchaser's obtaining, at its option, all necessary permits, licenses, permissions, or other governmental authorizations required by governmental agencies to maintain and operate a facility for Purchaser's intended use.

D. The absence of all restrictions including, but not limited to, deed restrictions, protective covenants, and zoning ordinances which would prevent Purchaser from using the Premises for its intended use.

E. The availability of utilities including, but not limited to, electric, water, sanitary sewer, storm sewer, and telephone located at the property line in the public right-of-way and available for Purchaser's immediate use at no more than the customary charge for connection to each such utility.

F. The receipt by Purchaser of permission from the appropriate governmental authority to make any median or curb cuts which may be required by Purchaser for ingress and egress to the Premises from all lanes of traffic on all streets or highways on which the Premises abuts.

G. The receipt by Purchaser, at Purchaser's cost and expense, of the approval from the appropriate governmental authority of the necessary zoning of the Premises for Purchaser's intended use.

H. The receipt by Purchaser of a standard ALTA title insurance commitment issued by the Closing Agent for the amount of the purchase price. Purchaser shall notify Seller of any objection to the condition of title indicated by the commitment and Seller shall have thirty (30) days from receipt of such notice to eliminate Purchaser's objection.

I. The receipt by Purchaser of an accurate, complete, and certified survey ordered at Purchaser's expense. If the survey discloses any encroachment, lands of others, or otherwise results in an objection by Purchaser, Purchaser shall deliver written notice of such matter, together with a copy of the survey, to Seller and Seller shall have thirty (30) days from receipt of such notice to eliminate Purchaser's objections and/or cure the matter. As stated above, the parties acknowledge that the legal descriptions contained in Exhibit A was prepared without the benefit of a survey and the parties agree they will agree to amend the legal description of the Premises contained in Exhibit A, if necessary to correct an error(s).

If any conditions stated above cannot be satisfied within one hundred twenty (120) days after the day the last party executes this Agreement by Purchaser's good faith effort, Purchaser has the option to terminate this Agreement by sending written notification thereof to Seller prior to the expiration of the one hundred twenty (120) day period in which event this Agreement shall be deemed null and void. Notice of Non-fulfillment and Termination shall be given to Seller in accordance with Section 8 of this Agreement. If Purchaser fails to notify Seller that Purchaser is exercising its option to terminate due to the non-fulfillment of one or more of the above conditions within this one hundred twenty (120) day period, all such conditions are deemed to have been waived by Purchaser.

In the event that Purchaser has not made a good faith effort to satisfy the conditions set forth above within one hundred twenty (120) days after execution of this Agreement, Seller may declare Purchaser in Default and terminate this Agreement. Upon declaring Purchaser in Default, Seller is entitled to those remedies set forth in Section 5 of this Agreement. Notice of Default shall be given to Purchaser in accordance with Section 8 of this Agreement.

**4. RIGHT OF ENTRY.** Seller hereby grants Purchaser and Purchaser's agents the right to enter upon the Premises at any time prior to or after the date of acceptance of this Agreement to make surveys, measurements, soil test borings, and other engineering and environmental tests and investigations. All costs for such measurements, tests and investigations ordered by Purchaser shall be borne by Purchaser. Purchaser agrees to give Seller reasonable notice whenever possible of the dates and times that Purchaser and Purchaser's agents will be

entering the Premises to make surveys, measurements, tests, and investigations.

**5. DEFAULT.** In the event of default by either party, the party not in default shall give written notice thereof to the party in default, specifying with particularity the nature of the default. If such default is not cured within thirty (30) days after receipt of the written notice, this Agreement may be terminated at the option of the non-defaulting party. However, if such default is not curable, such as a party's failure to close on the scheduled closing date, the non-defaulting party may terminate this Agreement immediately upon giving notice of such default. If Seller shall be in default, Purchaser shall be entitled to pursue any and all of its remedies at law or in equity.

**6. SELLER'S WARRANTIES.** Seller conveys the property in an "as is" condition and makes no representations or warranties concerning the Premises, its fixtures, improvements, equipment, and appurtenances, including whether the Premises is free of any taxes, liens or assessments. It is solely the Purchaser's responsibility to check with the appropriate agencies to determine if there are any taxes, liens or assessments against the Premises.

**7. CLOSING.** The parties agree that the Closing Agent shall be Williams Smith & Summers, P.A. Closing shall take place in escrow according to the general provisions of escrow closing then in use by the Closing Agent thirty (30) days after the satisfaction or waiver of the conditions in Section 3 above but no later than **one hundred fifty (150) days** after the execution of this Agreement (the "Closing Date"). Closing shall be held at the offices of the Closing Agent or such other place as may be agreed to by the parties. The Closing Agent's charges for such escrow closing shall be borne equally by the parties. Seller shall pay the cost of the premium for an Owner's Title Insurance policy and for the initial title commitment and update. The cost of any transfer taxes, transfer tax stamps, or any other excise or other taxes or fees levied in connection with the sale, purchase, or transfer of title to the Premises, if any, shall be the responsibility of Purchaser. Purchaser shall be responsible for all costs and expenses associated with transferring marketable title to the Purchaser. Purchaser shall be responsible for the cost of recording the deed. On the Closing Date the Seller shall deliver to Purchaser:

A. Duly executed County Deed, as described herein;

B. Possession of the Premises;

C. Duly executed affidavit of Seller stating under penalty of perjury the Seller's U.S. Taxpayer Identification Number, and that the Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984. Seller acknowledges that Seller's failure to furnish such affidavit shall require Purchaser to withhold from the purchase price an amount required by the Code and such withheld amount shall be deemed to be a portion of the purchase price paid to Seller for purposes of this Agreement;

D. Instruments in form and substance satisfactory to Purchaser and the Closing Agent evidencing the status, capacity, and authority of Seller and its representatives to consummate the transaction contemplated by this Agreement.

**8. NOTICES.** All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, and sent to the appropriate address shown on Page 1 hereof, or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be hand delivered or sent prepaid by certified mail and

shall be deemed given when actually delivered. Notices not given in the manner or within the time limits set forth in this Agreement shall be of no effect and may be disregarded by the party to whom they are directed.

**9. SPECIAL CONDITIONS.** The Purchaser acknowledges and agrees to accept the Premises in "As Is" condition at the time of closing, including without limitation, any defects or environment conditions affecting the Premises, whether known or unknown, whether such conditions or defects were discoverable through inspection or not. The Purchaser acknowledges that the Seller negates and disclaims any representations, warranties, promises, agreement or guarantees, implied or express, regarding the physical condition and quality of the Premises, including any fixtures, improvements and therein.

**10. GENERAL CONDITIONS.**

A. This Agreement constitutes the sole and entire agreement between the parties. No representation, warranty, promises or inducement not included in this Agreement shall be binding upon any party.

B. The representations and agreements contained in this Agreement shall survive the closing and delivery of the deed.

C. This Agreement may be amended, altered, or modified only by written agreement between the parties executed with the same formalities and of equal dignity herewith, with the exception of an amendment to the legal description contained in Exhibit A, which may be made by a mutual written agreement between the County Manager and City Manager.

D. Purchaser and Seller each warrant to the other that no real estate broker or agent is entitled to any commission or fee whatsoever with respect to this transaction, and each party will indemnify and hold the other party harmless from and against any and all claims by all other real estate brokers or agents with respect to this transaction to the extent authorized by Florida law.

E. This offer shall be null and void if not executed by both parties on or before **November 30, 2016.**

F. This Agreement shall be deemed executed as of the latter of the dates on which it is executed by Seller and Purchaser.

G. Failure of Purchaser or Seller to insist on compliance with, or strict performance of, any provision of this Agreement, or take advantage of any right under this Agreement, shall not constitute a waiver of other provisions or rights contained herein.

H. The Purchaser shall not assign this Agreement without prior written approval of the Seller.

I. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chair and City of Groveland, Florida, through its Mayor.

**SELLER**

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

\_\_\_\_\_  
Sean M. Parks, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form and legality

\_\_\_\_\_  
Melanie Marsh  
Lake County Attorney

Real Estate Purchase and Sales Agreement between Lake County and the City of Groveland.

**PURCHASER**

CITY OF GROVELAND, FLORIDA

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

This \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Teresa Begley, City Clerk

Approved as to form and legality:

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

**EXHIBIT A**

**Legal Description for Alt Key: 3612132**  
**Property Address: 20763 U.S. Highway 27, Groveland**

LOT 2, ACCORDING TO THE PLAT OF LAKE COUNTY CENTRAL PARK PHASE 1, RECORDED IN PLAT BOOK 35, PAGES 1 THROUGH 5 INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 25 EAST,

LESS AND EXCEPT that certain parcel as recorded in Official Records Book 3299, Page 453, Public Records of Lake County, Florida, more particularly described as follows:

Alt Key: 3811996

A portion of Lot 2 of Lake County Central Park, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida. Described as follows:

Begin at the Northeasterly corner of said Lot 2, the same being located at the intersection of the Southwesterly line of the right-of-way of U.S. 27 and the East line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 21, Range 24, Lake County, Florida and run South  $01^{\circ}05'30''$  West, along the east line of said Lot 2 and said East line of Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 360.90 feet to a point that is 352.00 feet South of when measured perpendicularly to the said Southwesterly line of right-of-way; thence run North  $76^{\circ}06'55''$  West, parallel with said Southwesterly line of right-of-way, a distance of 282.77 feet to a point that is 30.00 feet Easterly of, when measured perpendicularly to the Easterly boundary of a parcel of land presently occupied by the Lake County Welcome Center; thence run South  $44^{\circ}58'51''$  West parallel with said Easterly line, a distance of 80.47 feet; thence run North  $32^{\circ}52'37''$  West, a distance of 32.69 feet to a point on said Easterly boundary of the Lake County Welcome Center; thence run along said Easterly boundary the following two courses; North  $44^{\circ}58'51''$  East, 129.67 feet; thence North  $14^{\circ}36'41''$  East, 288.85 feet to the aforesaid Southwesterly line of right-of-way of U.S. 27; thence run along said line of right-of-way, South  $76^{\circ}06'55''$  East, a distance of 196.11 feet to the Point of Beginning.

AND LESS AND EXCEPT that certain parcel as recorded in Official Records Book 3166, Page 144, Public Records of Lake County, Florida, more particularly described as follows:

Alt Key: 3821825

A portion of Lot 2 of Lake County Central Park, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida, described as follows:

Commence at the Northeasterly corner of said Lot 2, the same being located at the intersection of the Southwesterly line of the right-of-way of U.S. 27 and the East line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 21, Range 24, Lake County, Florida and run South  $01^{\circ}05'30''$  West, along the east line of said Lot 2 and said East line of Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 360.90 feet to a point that is 352.00 feet South of, when measured perpendicularly to, the said Southwesterly line of right-of-way; thence run North  $76^{\circ}06'55''$  West, parallel with said Southwesterly line of right-of-way, a distance of 282.77 feet to a point that is 30.00 feet Easterly of, when

**Real Estate Purchase and Sales Agreement between Lake County and the City of Groveland.**

measured perpendicularly to the Easterly boundary of a parcel of land presently occupied by the Lake County Welcome Center; thence run South 44°58'51" West parallel with said Easterly boundary, a distance of 80.47 feet; thence run South 32°52'37" East, a distance of 49.26 feet to the beginning of a curve concave Northeasterly, having a radius of 167.00 feet; thence run Southeasterly along said curve, having a central angle of 43°14'18", an arc length of 126.03 feet to a point that is 500.00 feet Southwesterly of, when measured perpendicularly to, the aforesaid Southwesterly line of the right-of-way of U.S. 27; thence run South 76°06'55" East, parallel with said Southwesterly line, a distance of 207.63 feet to a point on the aforesaid East line of Southwest ¼ of Northeast ¼; thence run North 01°05'30" East along said East line of Southwest ¼ of the Northeast ¼, a distance of 151.77 feet to the Point of Beginning.

AND LESS AND EXCEPT that certain parcel as recorded in Official Records Book 3637, Page 444, Public Records of Lake County, Florida, more particularly described as follows:

Alt Key: 3834622

A portion of Lot 2, LAKE COUNTY CENTRAL PARK, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida described as follows:

Begin at the Southeast corner of said Lot 2, LAKE COUNTY CENTRAL PARK, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida thence run N 89°58'25" W along the South line of said Lot 2 for a distance of 351.48 feet to the Southwesterly boundary of said Lot 2; thence run along said Southwesterly boundary of Lot 2 the following courses and distance: thence run N 00°00'57" E for a distance of 128.38 feet to the angle point; thence run N 32°26'26" W for a distance of 139.51 feet to the angle point; thence run N 55°03'35" W for a distance of 310.33 feet to the East right of way line of Independence Boulevard and the beginning of a non-tangent curve concave to the Northwest, having a radius of 400.00 feet and a chord bearing of N 31°05'01" E; thence run Northeasterly along the arc of said curve for a distance of 391.72 feet through a central angle of 58°38'05" to the beginning of a reverse curve concave to the East, having a radius of 700.00 feet and a chord bearing of N 02°40'12" E; Thence run Northerly along said East right of way line of Independence Boulevard and the arc of said curve for a distance of 21.09 feet through a central angle of 01°43'33" to the end of said curve; thence run S 82°27'05" E for a distance of 79.41 feet; thence run S 50°19'23" E for a distance of 140.01 feet to the South line of a 66 feet wide ingress/egress easement recorded in Official Records Book 2323, Pages 1672-1674, Public Records of Lake County, Florida; thence run S 32°51'54" E along said South line for a distance of 100.22 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 233.00 feet and a chord bearing of S 54°29'07" E; thence run Southeasterly along said South line and the arc of said curve for a distance of 175.85 feet through a central angle of 43°14'33" to the end of said curve and the end of said ingress/egress easement; thence run S 76°06'01" E for a distance of 223.72 feet to the East line of said Lot 2; thence run S 00°01'21" W along said East line for a distance of 338.18 feet to the Point of Beginning. Together with a non-exclusive easement for ingress/egress over and across that certain real property described in Official Records Book 2323, Pages 1672-1674 in the Public Records of Lake County, Florida.

## Gwen Walker

---

**From:** Chief Willie Morgan  
**Sent:** Friday, October 07, 2016 12:31 PM  
**To:** Gwen Walker  
**Cc:** Anita Geraci-Carver (anita@agclaw.net); Lisa Cortese  
**Subject:** RE: Welcome Center Purchase

We need to put a station in that area so that all properties in the City are afforded services comparable to those offered to other parts of the City. Right now, the US27 corridor does not have fire protection as recognized by ISO, as there are no fire stations within a five mile driving distance. I estimate that construction costs for a new two-truck station will top 1.3 million; this is excluding the cost of land. I'm basing this on Lake County's construction cost for their last station. Considering that the welcome center can be bought and retrofitted as a fire station for less than 1M makes this very attractive, with or without the Villa City project. The general layout of the building is fine, with the majority of the retrofitting consisting of a fire sprinkler system, the addition of two showers, and the construction of a two-truck bay on the existing circular driveway. Impervious areas are not changed or increased, eliminating the need for site work. Also, the location US27 and near the center of our city limits along that corridor, makes it equally accessible to the whole northern region of the City, including the Villa City project.

I think securing the acquisition of the welcome center property at this time will save the City over a million dollars when compared to building a new station with land, civil, architectural, and construction costs.

**From:** Gwen Walker  
**Sent:** Friday, October 07, 2016 11:40 AM  
**To:** Chief Willie Morgan <willie.morgan@groveland-fl.gov>  
**Cc:** Anita Geraci-Carver (anita@agclaw.net) <anita@agclaw.net>; Lisa Cortese <lisa.cortese@groveland-fl.gov>  
**Subject:** Welcome Center Purchase

Willie,

What are your thoughts on moving forward with the purchase of the welcome center? Do we need to take action so that they "hold" it for us?

*Gwen Walker  
Interim City Manager  
City of Groveland, Florida  
352-420-2141 Ext. 236*



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
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<b>ITEM NUMBER:</b> 6
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<b>AGENDA ITEM:</b> Eagle Ridge Phase 3 Bid Recommendation
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<b>CITY GOAL:</b> Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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<b>PREPARED BY:</b> James Huish
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<b>DATE:</b> November 14, 2016
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**BACKGROUND:** On Tuesday, November 8, 2016, the Public Services Department received four bids on the Eagle Ridge Phase 3 Reclaim Pipeline project and the bid results are attached. Commercial Industrial Corporation was the lowest responsible bidder. The company's references were checked and Staff recommends approval of their bid at \$2,801,489.40. Funding for this project is available in the capital project budget.

<b>STAFF RECOMMENDATION:</b> Approve the lowest responsible bid of \$2,801,489.40 entered by Commercial Industrial Corporation for the Eagle Ridge Phase 3 Reclaim Pipeline project.
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*



VIA EMAIL & U.S. MAIL  
[james.huish@groveland-fl.gov](mailto:james.huish@groveland-fl.gov)

November 9, 2016

James Huish, Director of Public Serv.  
CITY OF GROVELAND  
1198 Sampey Road  
Groveland, Florida 34736

**RE: CITY OF GROVELAND, EAGLE RIDGE PHASE III- BID RECOMMENDATION**  
**(BESH#151014.0006)**

Dear Mr. Huish:

We are in receipt of the bids for the above referenced project, which were opened at 2:00 p.m. on Tuesday, November 8, 2016. We have reviewed the bid packages for completeness and accuracy, and have checked references and bid requirements for the apparent low bidder. The results of the bid opening, are as follows:

<b>Bidder's Name</b>	<b>Bid Amount</b>
1. Commercial Industrial Corporation	\$ 2,801,489.40
2. Young Communications Co. Inc.	\$ 3,705,835.21
3. Metro Equipment Service, Inc.	\$ 3,819,914.10
4. Felix Associates of Florida, Inc..	\$ 4,455,314.20

Based upon our review of the bids and the Contractor's Schedule of Values, as well as the positive references from previous clients, we would recommend approval of the bid provided by the apparent low bidder, Commercial Industrial Corporation in the amount of \$2,801,489.40.

It should be noted, Young's Communications Co., Inc., included only one copy of the required four copies of the Bid Documents. In addition, Young's Communications Co., Inc., bid also included one exception to the specifications, with regards to the contract completion time due to a piece of equipment. The other bidders did not include any exceptions to the specifications.

**ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS**  
902North Sinclair Avenue ♦ Tavares, Florida 32778  
Phone: 352.343.8481 ♦ Fax: 352.343.8495  
E-Mail: [Info@besandh.com](mailto:Info@besandh.com) ♦ [www.besandh.com](http://www.besandh.com)

Mr. James Huish  
November 9, 2016  
Page 2

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

Sincerely,  
**BOOTH, ERN, STRAUGHAN & HIOTT, INC.**



Robert A. Ern, Jr., P.E.  
Vice-President/Principal  
[ren@besandh.com](mailto:ren@besandh.com)

RAE\rae



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** November 21, 2016

**ITEM NUMBER:** 7

**AGENDA ITEM:** City of Groveland v. Capstone Surety (Sitek Construction)

**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 14, 2016

**BACKGROUND:** The City sued Capstone Surety for breach of a performance bond posted by Sitek Construction. Sitek was hired by the City to perform the utility improvements/road work on Catherine Lane and Wendell St. as part of the CDGB grant. There were defects in construction of Catherine Lane and the City requested Sitek to correct the defects. Sitek agreed to do so. Sitek claims it made repairs as part of warranty work. Sitek contends in deposition that it completed the work described in the contract, was paid by the City and any repairs were warranty items. Correspondence with Sitek confirms that Sitek agreed to make repairs but it never did so.

It is to the City's benefit to amend its complaint to add Sitek Corporation as a party defendant for breach of contract for failing to construct Catherine Lane in a workman like manner consistent with the project's plans and specifications and customs in the construction industry, and failing to make warranty repairs. In addition the City will drop Capstone Surety as a party. Capstone agrees not to seek costs or fees in exchange for being dropped from the lawsuit.

If Council would like to discuss in a closed session meeting, please let me know and we will coordinate a meeting date and time. It will need to be held on or before December 2, 2016.

**STAFF RECOMMENDATION:** Motion to Approve adding Sitek Construction as a party to the lawsuit and dropping Capstone Surety

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** November 21, 2016

**ITEM NUMBER:** 8

**AGENDA ITEM:** Code Enforcement Foreclosure – 148 Wright Street

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

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

**DATE:** November 10, 2016

**BACKGROUND:** The City of Groveland has a code enforcement lien recorded against the property located at 148 Wright Street. It has been recorded since February, 2016. Code Officer Christian requested permission from the Special Magistrate to commence foreclosure proceedings as is required by Florida Statute 162, and permission was granted. It is also necessary to have Council's permission to file a lawsuit on behalf of the City.

The property is a vacant residential lot. It is located south of the Cortese area, west of First Missionary Baptist Church and SR 33, and east of Gray Middle School. The property was cited for and found to be in violation of Section 105-531, Landscaping Maintenance. The owner was ordered to mow, remove the weeds, edge, trim or remove dead/dying trees, plants and continue to maintain the property. A fine of \$25.00 per day for each day after April 13, 2015 the property remains non-compliant was ordered. As of August 15, 2016 the amount of the fine was \$12,250.00 plus costs in the amount of \$171.29. The property has not been in compliance with City Code. The City has incurred additional costs for mowing.

A title search was conducted which shows title is vested in: (1) Beneficiaries of the Estate of Lela M. Story, deceased, subject to estate proceedings, (2) Beneficiaries of the Estate of Cornelius Brodus, deceased, subject to estate proceedings, (3) Ella Turner Brodus, Loretta Brodus O'Neal and Clarence Brodus, Jr. (Heirs of Clarence Brodus) and (4) Barbara J. McKinney by Deed and Probates.

At this time there are no outstanding judgments against the property; however, if any of the heirs identified have judgments against them, we will need to reevaluate to determine if the liens attach to this property. Due to the number of heirs, some of which are located outside the State of Florida and the obligation to perform a diligent search of the heirs, and appoint an attorney ad litem, a foreclosure of this property will be costly.

**STAFF RECOMMENDATION:** Council's direction on whether or not to foreclosure is being requested.

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<b>REVIEWED BY CITY MANAGER:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

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

## Donna Divine

---

**From:** Anita Geraci  
**Sent:** Wednesday, August 17, 2016 5:35 PM  
**To:** Rodney Lucas; Redmond Jones  
**Cc:** Lisa Cortese; Donna Divine; Bernice Christian  
**Subject:** RE: Copy of signed foreclosure documents for Code Enforcement on Barbara McKinney  
- 148 Wright Street

Rodney,

I reviewed the form. Typically once it is recommended for foreclosure and the City Manager has signed off, which I see he did, I run a title report to see what liens and other encumbrances are on the property. Are you ready for me to take that next step before we seek Council approval to foreclose?

Just let me know.

Thank you,

*Anita*

Board Certified in City, County & Local Government Law

  
**Anita Geraci Carver**  
LAW OFFICE OF ANITA GERACI-CARVER, PA



1560 Bloxam Avenue  
Clermont, Florida 34711  
(352) 243-2801  
(352) 243-2768 facsimile

**Please note if your communication with me relates to my position as City Attorney, Town Attorney or College Board Attorney:** Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

This message contains legally privileged and confidential information intended only for the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited. If this communication was received in error, please notify the sender and promptly delete this message from your computer. Thank you.

**From:** Rodney Lucas [mailto:Rodney.Lucas@groveland-fl.gov]  
**Sent:** Tuesday, August 16, 2016 11:11 PM  
**To:** Redmond Jones <Redmond.Jones@groveland-fl.gov>  
**Cc:** Rodney Lucas <Rodney.Lucas@groveland-fl.gov>; Lisa Cortese <lisa.cortese@groveland-fl.gov>; Anita Geraci

<anita@agclaw.net>; Donna Divine <Donna@agclaw.net>; Bernice Christian <bernice.christian@groveland-fl.gov>  
**Subject:** Copy of signed foreclosure documents for Code Enforcement on Barbara McKinney - 148 Wright Street

Mr. Jones,

Attached is a copy of the signed document on 148 Wright Street for your record.

Thanks,

Rodney Lucas

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**From:** [CHScans@groveland-fl.gov](mailto:CHScans@groveland-fl.gov) [mailto:[CHScans@groveland-fl.gov](mailto:CHScans@groveland-fl.gov)]

**Sent:** Tuesday, August 16, 2016 3:55 PM

**To:** Rodney Lucas

**Subject:** Message from KM\_C554e

August 15, 2016

Case #: G14-12-909  
Property owner: Barbara J. McKinney  
Property address: 148 Wright Street

Code Enforcement Officer Christian recommending foreclosure Beatrice C. Osteri 8/15/16

Copy of file

Amount of fine to date: \$12,250.00 (490 days X \$25.00 per day) *Fine started*  
Outstanding costs/fees: \$ 171.29 (costs up to hearing) *4/14/15*  
Property remains non-compliant: August 15, 2016

COURTESY NOTICE OF VIOLATION ISSUED/POSTED	NOVEMBER 25, 2014
FORMAL NOITICE OF VIOLATION ISSUED	DECEMBER 24, 2014
GRACE PERIOD TO COMPLY	JANUARY 5, 2015
NOTICE OF HEARING	MARCH 10, 2015
HEARING	APRIL 13, 2015
FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF ENFORCEMENT	APRIL 20, 2015 (SIGNED) APRIL 24, 2015 (MAILED)
NOTICE OF HEARING-AFFIDAVIT OF NON COMPLIANCE	JANUARY 20, 2016 (MAILED)
AFFIDAVIT OF NON-COMPLIANCE	FEBRUARY 8, 2016 (HEARD)
ORDER IMPOSING FINE/LIEN	FEBRUARY 16, 2016 (SIGNED) MAY 10, 2016 (RECORDED W/CLERK) FEBRUARY 17, 2016 (MAILED)

No other property in code enforcement proceedings for this property owner. The property is a vacant residential lot, not claiming homestead property.

Additional fees for grass cutting \$125.00.

Action approved by Interim C. D. D. *R D F* Date *8/16/2016*

Action approved by City Manager *[Signature]* Date *8/16/16*

File sent to City Attorney \_\_\_\_\_ Date \_\_\_\_\_

Thoma Cutting Edge Services  
10639 Arrowtree Blvd.  
Clermont, FL 34715

# Invoice

Date 1/25/2016  
Invoice # 406

**Bill To**  
City of Groveland

**Ship To**

P.O. #  
Terms

Ship Date 1/25/2016  
Due Date 1/25/2016  
Other

Item	Description	Qty	Price	Amount
Code Enforce	Code Clean-up-148 Wright Street-Mowing and normal clean-up, no removal of tree debris.	1	125.00	125.00

THANK YOU FOR THIS OPPORTUNITY

**Thoma Cutting Edge Services**  
thomacuttingedge@aol.com

352-636-0540

Total \$125.00  
Payments/Credits \$0.00  
Balance Due \$125.00

ORLANDO  
FL 327  
16 DEC 15  
11 11 11

*Barba I McJannet et al.*

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
RC: 34736259739 \*1674-86632-16-42

7015 1520 0000 1891 4037

*Barba*  
*Post of*  
155763643  
227080876



7015 1520 0000 1891 4037

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



*Barba I McJannet et al.*

*Barba I McJannet et al.*  
*Post of*  
155763643  
227080876

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
RC: 34736259739 \*1674-86632-16-42

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*Post Mail Only*

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent to *Barbara I McJannet*

Street and P.O. Box No. *P.O. Box 1155*

City/State/Zip *Groveland FL 34736*

Postmark *7-Day*

*N. D. V.*

*12/16/15*



CITY OF GROVELAND  
156 S. LAKE AVENUE  
GROVELAND, FL 34736

PHONE 352-429-2141  
FAX 352-429-3652

## NOTICE OF VIOLATION

Barbara J. McKinney, et. al., Respondent  
Post Office Box 455  
Groveland, Florida 34736

Case #: G15-12-674  
Date: December 16, 2015

Re: Property Address: 148 Wright Street, Groveland Florida 34736  
Parcel Identification Number: 19-22-25-090000Y01500  
Property Description: GROVELAND, EDGE ADDITION LOT 15 BLK Y PB 2  
PG 9 ORB 791 PG 1788 ORB 3465 PG 202 ORB 3574 PG 365

Dear Barbara J. McKinney:

On 12/15/2015 your property more particularly described above was observed to be in violation of:

City of Groveland Code of Ordinances Chapter 105 Buildings and Housing. Article III Property Maintenance Standards. Section 105-531 Landscaping maintenance requirements.

### **Sec. 105-531. - Landscaping maintenance requirements states:**

All owners of land shall be responsible for the maintenance of all landscaping. This includes mowing and maintenance abutting rights-of-way, swales, lakes, and canal banks. Landscaping shall be maintained in a good condition so as to present a healthy, neat, and orderly appearance at least equal to the original installation and shall be mowed or trimmed in a manner and at a frequency so as not to detract from the appearance of the general area. Landscaping shall be maintained in such that it will not cause property damage and public safety hazards, including removal of living, dead, or decaying plant material, removal of low hanging branches below 12 feet above grade and those obstructing street lighting. Landscaping shall be maintained in accordance with the following standards:

- (1) *Insects, disease, etc.*: Landscaping shall be kept free of visible signs of insects and disease and appropriately irrigated and fertilized to enable landscaping to be in a healthy condition.

- (2) *Turf edge trimming:* All roadways, curbs and sidewalks shall be edged to prevent encroachment from the adjacent turfed areas.
- (3) *Maintenance of irrigation systems:* Irrigation systems shall be maintained to eliminate water loss due to damaged, missing or improperly operating sprinkler heads, emitters, pipes and all other portions of the irrigation system and shall not be installed or operated to place water on roads.
- (4) *Replacement requirements:* An owner is responsible to ensure that living material are replaced with like material if such living material or trees die or are abused.
- (5) *Removal of root systems:* Removal of root systems, which show evidence of destroying public or private property, is required.
- (6) *Excess growth:* Any accumulation of grass, weeds, brush vines or other growth which exceeds twelve inches (12") in height on developed, improved or unimproved property shall be prohibited. Upon failure to cut and remove excess growth within seven days after service of a notice of violation, and authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter the property in violation and cut and remove the excessive growth. Costs of such removal and an administrative fee established by City Council through resolution shall be chargeable to the owner or agent responsible for the property and shall constitute a lien on the real property. This enforcement action shall be an alternative to enforcement pursuant to Chapter 18 of the Code of Ordinances.

This Notice of Violation is being provided to you in accordance with §162.06, Florida Statutes. Please correct the violation no later than December 30, 2015. You are required to: remove all weeds, mow the grass, edge all paved areas, and trim all trees and bushes. Remove all dead or dying trees and plants in order to correct the violation. Failure to correct the violation by the corrective action deadline will result in the City of Groveland ordering an authorized employee of the jurisdiction or contractor hired to cut and remove the excessive growth.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction, the case may be presented to the City of Groveland Code Enforcement Special Master even if the violation has been corrected prior to the Code Enforcement hearing. The Code Enforcement Special Master has the power to order a fine and impose a lien in an amount not to exceed \$250.00 per day for each day the violation exists past the date of required compliance and may include all costs of repairs pursuant to F.S. 162.06(4) and costs of enforcement.

Once you have corrected the violation it is your responsibility to notify the City of Groveland that you have corrected the violation so the City can re-inspect your property. Please contact Code Enforcement at 352-429-2141 X 229.

Should you have any questions, please contact Code Enforcement at the number above. Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernice I. Christian", written over a horizontal line.

Bernice I Christian  
Code Enforcement Officer  
City of Groveland

I HEREBY CERTIFY that the foregoing Notice of Violation has been furnished this 16th day of December, 2015 via Certified U. S. Mail Return Receipt Requested, and Regular U.S. Mail to Barbara J McKinney at Post Office Box 455, Groveland, Florida 34736. Additionally, on December 16, 2015 I posted the foregoing Notice of Violation on the Property and at City Hall.

A handwritten signature in cursive script, appearing to read "Bernice I. Christian", written over a horizontal line.

Bernice I Christian  
Code Enforcement Officer  
City of Groveland

## Property Record Card General Information

**Owner Name:** MC KINNEY  
 BARBARA J ET AL **Alternate Key:** 1643163  
**Mailing Address:** PO BOX 455  
 GROVELAND, FL **Parcel Number:** 19-22-25-  
 34736-0455 090000Y01500  
[Update Mailing Address](#) **Millage Group and City:** 00GR  
 (Groveland)  
**Total Millage Rate:** 20.43600  
**Trash/Recycling/Water/Info:** [My Public Services](#)  
[Map](#)  
**Property Location:** 148 WRIGHT ST  
 GROVELAND FL **Property Name:** [Submit Property Name](#)  
 34736 [Update Property Location](#) **School Locator:** [School and Bus Map](#)  
**Property Description:** GROVELAND, EDGE ADDITION LOT 15 BLK Y PB 2 PG 9 |  
 ORB 791 PG 1788 ORB 3465 PG 202 ORB 3574 PG 365 |

### Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	60	120		60	FF	\$0.00	\$7,286.00

### Miscellaneous Improvements

There is no improvement information to display.

### Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">791 / 1788</a>	11/1/1983	Probate Order	Unqualified	Improved	\$0.00
<a href="#">3465 / 202</a>	6/27/2007	Probate Order	Unqualified	Improved	\$0.00
<a href="#">3574 / 365</a>	10/19/2007	Probate Order	Multi-Parcel	Improved	\$0.00

[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	\$7,286	\$7,286	\$7,286	5.30510	\$38.65
LAKE COUNTY MSTU AMBULANCE	\$7,286	\$7,286	\$7,286	0.46290	\$3.37
SCHOOL BOARD STATE	\$7,286	\$7,286	\$7,286	5.69700	\$41.51
SCHOOL BOARD LOCAL	\$7,286	\$7,286	\$7,286	1.50000	\$10.93
CITY OF GROVELAND	\$7,286	\$7,286	\$7,286	5.99000	\$43.64
ST JOHNS RIVER FL WATER MGMT DIST	\$7,286	\$7,286	\$7,286	0.30230	\$2.20
	\$7,286	\$7,286	\$7,286	0.16000	\$1.17



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
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<b>ITEM NUMBER:</b> 9
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<b>AGENDA ITEM:</b> Ordinance 2016-12-25: Infill Development
--

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

<b>PREPARED BY:</b> Jodi Nentwick, Community Development Director
---

<b>DATE:</b> September 14, 2016
---------------------------------

### BACKGROUND:

In August 2014, Ms. Anderson purchased the property located at 826 S. Main Avenue with the intent to demolish the existing deteriorated 400 square foot home and to construct a new single family home. At that time, she was informed the minimum lot size does not conform to the R-1A zoning district and would not be allowed to rebuild unless she met the required setbacks. The minimum setbacks for R-1A zoning district is:

Front	35 feet
Side	10 feet
Street side	15 feet
Rear	10 feet

Based on the lot size of 6,000 square feet and then applying the R-1A zoning setbacks, the overall size home would be restricted to the same size, 400 square feet.

On August 3, 2015, the City Council adopted by Ordinance (2015-08-25) amending Article IV, Chapter 153 (Zoning Districts) allowing exception for construction of a building or structure upon land in any particular zone, which building or structure does not conform to current zoning regulations because of lot size or setbacks requirements, but imposed a timeframe of 6 months from demolition or site clearing (if a vacant lot) to new construction. This allows flexibility for property owners allowing relief for the current zoning setback requirements and to promote infill development.

If the owner does not meet the 6 month window as explained above, then according to the current code if there is a building or structure on a lot does not conform to the minimum lot size it may be replaced by reason of damage or destruction or natural deterioration through age and/or use, or destruction by fire or natural causes only by duplicating the former dimensions and setbacks.

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The six month time frame is difficult to meet because new construction required building design and construction plans, and often times financing. Staff believes 18 months is more reasonable, but not too lenient. By revising the ordinance to extend the time period from 6 months to 18 months infill development is encouraged.

<b>STAFF RECOMMENDATION:</b> Motion to Approval Ordinance 2016-09-19
--

<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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**ORDINANCE 2016-12-25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA AMENDING SEC. 153-122 ARTICLE IV, CHAPTER 153 OF THE CITY OF GROVELAND CODE OF ORDINANCES, TO EXTEND THE TIME PERIOD FOR RECONSTRUCTION TO OCCUR FROM 6 MONTHS TO 18 MONTHS FROM COMMENCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council amended Sec. 153-122 of the City of Groveland's Council to allow an owner to demolish an existing structure and replace it with a new structure with reduced setback requirements from those established by its zoning district where construction would otherwise be prohibited; and

**WHEREAS**, the amended Code requires the replacement structure to be built within six months from the time of commencement of the work, including demolition and clearing of the land; and

**WHEREAS**, the City Council finds that six months is an unreasonable and insufficient amount of time for an owner to accomplish demolition, site work and completion of construction of the replacement structure and therefore, desires to extend the time period to eighteen months; and

**WHEREAS**, the City Council desires for this amended regulation to apply retroactively to August 3, 2015; and

**WHEREAS**, it in the best interest of the health, safety, and welfare of its citizens to amend the City's Land Use and Development Regulations.

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

**SECTION 1:** That Section 122 in Article IV, Chapter 153 of Part II of the Code of Ordinances of the City of Groveland, is hereby amended to read:

**Sec. 153-122 Exception.**

Wherein there is a building or structure upon land in any particular zone, which building or structure does not conform to current zoning regulations because of lot size or setback requirements but is legally extant for one of several reasons and that building or structure is desired to be replaced by reason of damage or destruction or natural deterioration through age and/or use, or destruction by fire or natural causes, that building or structure may be replaced by meeting reduced setbacks from those contained within current zoning regulations. Reduced setbacks will be established using the distances required by the zoning district in which the property lies and applying them proportionately based on the size of the lot and the zoning district's minimum lot size thus preserving the use of the land upon which it was located for the same purpose. The use of the building or structure will be identical to that which it replaced and the reconstruction will occur within ~~six~~ eighteen

months from the time of commencement of the work, including demolition and clearing of the land, or the land will thereupon fall within the regulations currently governing that zoning district.

## **SECTION 2. INCLUSION**

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

## **SECTION 3. SEVERABILITY**

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

## **SECTION 4. CONFLICT**

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

## **SECTION 5. EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon adoption.

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

---

George Rosario, 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
George Rosario		
Mike Radzik		
Dina Sweatt		
Karen McMican		
John Griffin		



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
--

<b>ITEM NUMBER:</b> 10
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<b>AGENDA ITEM:</b> Resolution 2016-11-31: Final General Fund Budget Amendment
--

<b>CITY GOAL:</b> Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
---

<b>PREPARED BY:</b> Gwen Walker, City Manager
---

<b>DATE:</b> November 15, 2016
--------------------------------

### **BACKGROUND:**

The City Charter requires that any budget amendment that transfers funds from one department to another be approved by City Council.

For the 2015-2016 fiscal year it is necessary to transfer funds to the Mayor and Council Department to cover discretionary expenditures.

It is also necessary to transfer funds to the Streets Department to cover the expense of resurfacing Crittenden Street. (This expense was budgeted in the 2014-2015 fiscal year but the actual expense not incurred until 2015-2016.)

These transfers do not require that the total general fund budget be increased, rather there are funds available in other departments (as outlined in the resolution) to cover the expenditures.

<b>STAFF RECOMMENDATION:</b> Approve Resolution 2016-11-31
--

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

**RESOLUTION 2016-11-31**

**A RESOLUTION OF THE CITY COUNCIL OF GROVELAND, FLORIDA, PURSUANT TO SECTION 6.03 OF THE CITY CHARTER AMENDING THE BUDGET FOR THE 2015-2016 FISCAL YEAR BY INCREASING AND/OR DECREASING THE AMOUNT OF REVENUES AND EXPENDITURES IN THE GENERAL FUND, RECEIVED AND INCURRED AFTER THE ORIGINAL BUDGET WAS APPROVED, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to process the final 2015-2016 General Fund budget amendment, and

**WHEREAS**, it is necessary to reduce the City Administration Department budget by \$10,000 to transfer to the Mayor and Council Department to alleviate a \$10,000 shortfall, and

**WHEREAS**, it is necessary to reduce the Parks and Recreation Department budget by \$100,000 to transfer to the Streets Department to offset a \$100,000 shortfall,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND THAT:**

1. The City of Groveland's General Fund Budget for fiscal year 2015-2016 was not increased or decreased as a result of the above listed changes.
2. This resolution shall become effective immediately upon passage by the City Council of Groveland, Florida as provided by law.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 21st day of November, 2016.

**ATTEST:**

\_\_\_\_\_  
George Rosario, Mayor

\_\_\_\_\_  
Teresa Maxwell, City Clerk

Approved as to Legality and Form:

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

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

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

	YEA	NAY
George Rosario		
Mike Radzik		
Dina Sweatt		
Karen McMican		
John Griffin		



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> November 21, 2016
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<b>ITEM NUMBER:</b> 11
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<b>AGENDA ITEM:</b> Resolution 2016-11-33: Requesting Street Lights and Sidewalks Along Silver Eagle Road
---

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

<b>PREPARED BY:</b> Anita Geraci-Carver, City Attorney
--

<b>DATE:</b> November 14, 2016
--------------------------------

**BACKGROUND:** The City Council recently heard from a student of South Lake High School requesting installation of street lights along Silver Eagle Road, and received the petition signed by a number of other students. It was also brought to Council's attention that lighting is also poor along CR 565A and there is a lack of sidewalks. The City Council indicated its desire to look for a means to install lighting and construct sidewalks and directed that a resolution be brought forward for consideration.

The resolution formalizes the City Council's desire to have street lighting installed and sidewalks constructed. Since CR 565A and Silver Eagle Road are county roads, the resolution indicates that the City will reach out to Lake County in an effort to bring about these improvements.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Resolution
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<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

**RESOLUTION 2016-11-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND SUPPORTING EFFORTS TO CONSTRUCT SIDEWALKS AND INSTALL STREET LIGHTING ALONG PORTIONS OF CR 565A AND SILVER EAGLE ROAD TO SOUTH LAKE HIGH SCHOOL; PLEDGING THE CITY OF GROVELAND'S COOPERATION AND SUPPORT**

**WHEREAS**, a student of South Lake High School, at a City Council meeting of the City of Groveland on November 7, 2016 advised the City Council that many students walk to school along CR 565A and Silver Eagle Road, and that the lighting is poor; and

**WHEREAS**, a number of students of South Lake High School signed a petition requesting better lighting along CR 565A and Silver Eagle Road, a copy of said petition is attached hereto as **Exhibit A**; and

**WHEREAS**, both roadways are County roads; however, the City of Groveland desires to pledge its support to the students requests for street lighting; and

**WHEREAS**, the City of Groveland is also aware that certain areas along CR 565A are in need of sidewalks and improved lighting along the South Lake Trail;

**WHEREAS**, the City of Groveland supports installation of street lighting and sidewalks to benefit the students of South Lake High School.

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

1. The City of Groveland supports installation of street lighting along Silver Eagle Road to South Lake High School, CR 565A from SR 50 to Silver Eagle Road, as well as north along CR 565A.
2. The City of Groveland supports construction of sidewalks along CR 565A from SR 50 to Silver Eagle Road where none exist and where the South Lake Trail has not yet been constructed.
3. The City of Groveland supports these improvements to provide a safe pathway for students to walk to and from South Lake High School.
4. The City of Groveland pledges its support and assures its citizens that the City of Groveland will reach out to Lake County to request installation of street lighting and construction of sidewalks as provided for herein.

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

\_\_\_\_\_  
George Rosario, Mayor

ATTEST:



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

Approved as to form and legality:

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

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

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

	YEA	NAY
George Rosario		
Mike Radzik		
Dina Sweatt		
Karen McMican		
John Griffin		



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** November 18, 2016

<b>ITEM NUMBER:</b>	12
<b>AGENDA ITEM:</b>	<b>Resolution 2016-11-34: Site Plan Amendment– Raney Holdings</b>
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Jodi Nentwick, Community Development Director
<b>DATE:</b>	November 21, 2016

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

### **BACKGROUND:**

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

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

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

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

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

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On September 19, 2016, the City Council approved by First Reading of the Large-Scale Comprehensive Plan Amendment (LSCPA) and proposed Planned Unit Development (PUD) zoning. Adoption hearings for the LSCPA ordinance and the zoning ordinance are being held concurrently with the Council's consideration of the site plan.

At the October 3, 2016, the Local Planning Agency recommended approval of the site plan as submitted. At the same night. City Council approved the site as submitted for Building A and Building B with a total of 37,500 square feet.

The Applicant has submitted a revised site plan to increase the total square feet to 40,575 adding mezzanines in Building A (31,200) and Building B (9,375).

<b>STAFF RECOMMENDATION:</b> Motion to Approve Site Plan for Raney Holdings
---

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

**RESOLUTION 2016-11-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, GRANTING SITE PLAN APPROVAL FOR IMPROVEMENTS ON LOT 27, LAKE COUNTY CENTRAL PARK, PHASE 2, OWNED BY RANEY HOLDINGS, LLC AND LOCATED AT CHRISTOPHER C. FORD COMMERCE PARK ON INDEPENDENCE BOULEVARD IN GROVELAND, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the applicant has petitioned for site plan approval of Lot 27, Lake County Central Park, Phase 2, as recorded in Plat Book 40, Page 84 of the Public Records of Lake County within the Christopher C. Ford Commerce Park; and

**WHEREAS**, the subject property consists of 13.13 +/- acres, has a future land use designation of Industrial and is zoned Planned Unit Development - industrial; and

**WHEREAS**, a site plan was previously approved by City Council; however, since that time a mezzanine was added to Building A, therefore approval of the attached site plan is required; and

**WHEREAS**, the Local Planning Agency and the City Council of the City of Groveland have considered the application in accordance with the procedures for granting Site Plan Approval set forth in Section 153-35 of the City of Groveland Land Development Code;

**WHEREAS**, the Local Planning Agency recommended approval of the Site Plan;

**WHEREAS**, the City Council finds that the Site Plan is in compliance with the City's land development regulations.

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

**Section 1. Granting of Final Plat Approval.**

Approval of the Site Plan for Raney Holdings, LLC, a copy of which is attached hereto, for the real property described above and consisting of two buildings, a 31,200 square feet warehouse and a 9,375 square feet vehicle maintenance building of which 1,875 square feet is for office space, is **GRANTED**.

**Section 2. Effective Date.**

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida this 21<sup>ST</sup> day of November, 2016.

\_\_\_\_\_  
George Rosario, Mayor  
City of Groveland, Florida

ATTEST:

\_\_\_\_\_  
Teresa Maxwell, City Clerk



Approved as to Form:

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

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

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

	YEA	NAY
George Rosario		
Mike Radzik		
Dina Sweatt		
Karen McMican		
John Griffin		

# RANEY HOLDINGS

## GROVELAND, FLORIDA

RIDDLE - NEULTON ENGINEERING  
175 W. MAIN ST. SUITE 100  
TALLAHASSEE, FL 32301

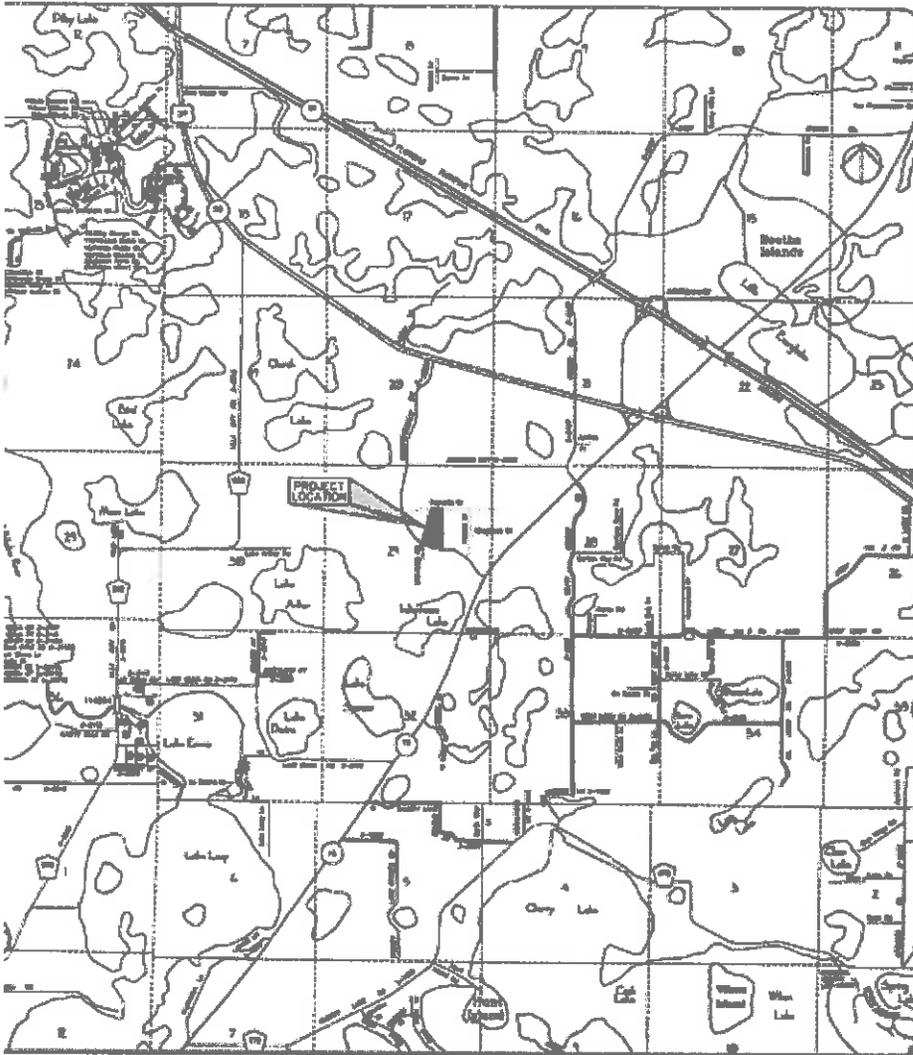
RIDDLE

NO. 6 - RANEY HOLDINGS, 175 W. MAIN ST. SUITE 100, TALLAHASSEE, FL 32301  
DATE: 12/15/2009

DATE: 8/24/09  
SCALE: 1" = 1' 0"

COVER SHEET

RIDDLE - NEULTON ENGINEERING  
175 W. MAIN ST. SUITE 100  
TALLAHASSEE, FL 32301



SECTION 29, TOWNSHIP 21 SOUTH, RANGE 25 EAST

**LOCATION PLAN**  
SCALE: 1"=200'



### GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN ARE PER DRAWINGS PREPARED BY HALL-FARMER & ASSOCIATES, INC., DATED 4/12/08.
2. CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND SHOW ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER OR ARCHITECT.
3. CONTRACTOR SHALL LOCATE AND MAINTAIN IN GOOD WORKING ORDER ALL ABOVE GROUND AND BELOW GROUND UTILITIES. CONTRACTOR SHALL COORDINATE THE RELOCATION OR ALTERATION OF EXISTING UTILITIES AS MAY BE REQUIRED.
4. ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH LAKE COUNTY PUBLIC SERVICES, FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE CODES. ALL FOOT RIGHT-OF-WAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS.
5. ALL DISTURBED OPEN AREAS SHALL BE SOODED OR SEEDS AND MULCHED IMMEDIATELY FOLLOWING COMPLETION OF THE BUILDING CONSTRUCTION AS SHOWN ELSEWHERE IN THESE PLANS.
6. CONTRACTOR SHALL SUPPLY THE ENGINEER WITH "AS-BUILT" CONDITIONS OF ACTUAL CONSTRUCTION.
7. CONSTRUCTION SUPERVISOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
8. CONTRACTOR TO PAY COST OF NET TAPS INTO CITY OF GROVELAND WATER MAIN.
9. ALL WATER & SEWER LINE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH CITY OF GROVELAND REQUIREMENTS.
10. ANY SOIL MATERIAL (OTHER ON-SITE OR IMPORTED) UTILIZED FOR THE CONSTRUCTION OF RETENTION WALLS OR RETENTION FENCES SHALL BE CLEAN FINE SAND (SP) AS DEFINED BY THE UNITED SOIL CLASSIFICATION SYSTEM. FINES (MATERIAL PASSING NO. 200 SIEVE) SHALL BE LESS THAN 5%.
11. THE OWNER SHALL OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT AS REGULATED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). CONTRACTOR SHALL BECOME FAMILIAR WITH THE NPDES PERMITTING REQUIREMENTS, DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE CONSTRUCTION SITE IS IN COMPLIANCE WITH NPDES REGULATIONS AND WILL BE RESPONSIBLE FOR ANY VIOLATIONS CITED BY FDEP DURING CONSTRUCTION. INFORMATION CONTAINED TO THE NPDES PERMIT IS AVAILABLE ON LINE AT: [WWW.STATE.FL.US/WWW/STORMWATER/NPDES](http://WWW.STATE.FL.US/WWW/STORMWATER/NPDES) OR BY CALLING FDEP NPDES STORMWATER SECTION AT 850-223-7522.
12. CONTRACTOR SHALL OBTAIN A LAKE COUNTY GROWTH PERMIT PRIOR TO CONSTRUCTION.
13. CONTRACTOR SHALL OBTAIN A ROW UTILIZATION PERMIT FOR ALL WORK WITH THE R.O.W. PRIOR TO CONSTRUCTION.

### LEGAL DESCRIPTION

ONE (ONE) ACRES, MORE OR LESS, BEING PART OF THE TRACT OF LAND AS RECORDED IN PLAT BOOK 40, PAGE 84, TOWNSHIP 21, RANGE 25, COUNTY OF LAKE COUNTY, FLORIDA, SUBJECT TO ALL EASEMENTS, DEEDS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

### SITE DATA

TOTAL SITE AREA = 57,015 sq. ft. (13.13 ac.)

PROPOSED BUILDING AREA = 37,200 sq. ft.  
 PROPOSED PAVEMENT AREA = 18,877 sq. ft.  
 PROPOSED CONCRETE = 7,200 sq. ft.  
 FUTURE BUILDING AREA = 3,200 sq. ft.  
 FUTURE PAVEMENT AREA = 78,075 sq. ft.  
 FUTURE CONCRETE = 1,702 sq. ft.

TOTAL PROPOSED AND FUTURE IMPERVIOUS AREA = 202,000 sq. ft. (4.61 ac.)  
 PERCENT IMPERVIOUS AREA = 44.3% (of total area) < 50% ALLOWED BY ST. JOHN'S PERMIT

FLOOD ZONE = "1"  
 ZONING = "PUD" WITH "M" USE  
 RECREATION LAND USE = DISPERSED CENTER

EXISTING USE OF SITE = "MCM"  
 PROPOSED USE OF SITE = CONSTRUCTION COMPANY / OFFICE

**PROPOSED BUILDING AREA:**

**BUILDING A:**  
 F1 = 28,800 sq. ft.  
 OFFICE = 1st FLOOR = 1,300 sq. ft.  
 STORAGE = 2nd FLOOR = 1,300 sq. ft.  
 TOTAL = 31,200 sq. ft.

**BUILDING B:**  
 F1 = 3,800 sq. ft.  
 OFFICE = 1st FLOOR = 1,475 sq. ft.  
 STORAGE = 2nd FLOOR = 1,475 sq. ft.  
 TOTAL = 8,575 sq. ft.

TOTAL SQUARE FOOTAGE = 40,775 sq. ft.

F1 = 8,000 sq. ft.  
 F2 = 20,800 sq. ft.  
 OFFICE = 3,075 sq. ft.  
 STORAGE = 3,075 sq. ft.

PARKING REQUIRED = 30 spaces + FUTURE OFFICE PARKING  
 LIGHT INDUSTRIAL = 1 per 1,000 sq. ft. = 37,200/1,000 = 38 spaces  
 PUBLIC OFFICE = 1 per 300 sq. ft. = 2,200/300 = 24 spaces

PARKING PROVIDED = 28 spaces + FUTURE OFFICE PARKING

WATER = CITY OF GROVELAND  
 SEWER = CITY OF GROVELAND

ELEVATIONS BASED ON NAVD 1989 VERTICAL DATUM

PROJECT LOCATED WITHIN PHASE II OF THE CHRISTOPHER C. FORD INDUSTRIAL PARK  
 (ST. JOHN'S PERMIT NO. 00-809-1937-8)

SHEET INDEX	
C17	COVER SHEET
C12	STORMWATER POLLUTION PREVENTION PLAN
C21-C23	GEOTECH PLAN
C31-C32	GRADING & DRAINAGE PLAN
C41-C42	UTILITY PLAN
C51-C53	DETAILS
C54	GENERAL UTILITY DETAILS (GROVELAND)
C55	SANITARY SEWER DETAILS (GROVELAND)
C56-C57	WATER DETAILS (GROVELAND)

### OWNER

Raney Holdings, LLC  
 10000 Independence Blvd  
 Groveland, Florida 32744

### CONTRACTOR

Wagner Construction Co. LLC  
 1812 Oakwood Lane, Suite 2  
 Leesburg, Florida 34748  
 Phone: (352) 724-2222  
 Fax: (352) 724-2248

### ENGINEER

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 Riddle - Neulton Engineering, Inc.  
 175 North Canal Street  
 Leesburg, Florida 34748  
 Phone: (352) 727-2822  
 Fax: (352) 727-2822

### SURVEYOR

George W. Farver Jr.  
 Hill Farming & Surveying, Inc.  
 2015 Baker Street  
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