

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND SPECIAL CITY COUNCIL
MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, May 11, 2020**

Please note: In order to reduce public gatherings and the spread of COVID-19, the May 11, 2020 Special City Council Meeting will be held using telephonic video conferencing as authorized by Governor DeSantis in Executive Order 20-69. The public can attend the virtual meeting. Instructions to participate have been posted to the city's website under "public notices" at www.groveland-fl.gov

MAYOR	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
VICE MAYOR	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	MIKE SMITH	mike.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	RANDOLPH WAITE	randolph.waite@groveland-fl.gov
CITY MANAGER	MICHAEL HEIN	michael.hein@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF SHAWN RAMSEY	shawn.ramsey@groveland-fl.gov
CITY CLERK	VIRGINIA WRIGHT	virginia.wright@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ	

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.

Call to Order

PLEDGE OF CONDUCT

- **We may disagree, but we will be respectful of one another.**
- **We will direct all comments to issues.**
- **We will avoid personal attacks.**
- **Audience members wishing to speak must be recognized by the Mayor.**
- **Speaking without being recognized will be considered "Out of Order."**

OPENING CEREMONIES

- a. Pledge of Allegiance
- b. Invocation
- c. Swearing in of Newly Elected Council Member District 5 – Randolph Waite

ROLL CALL

AGENDA

GUEST SPEAKER, PRESENTATIONS AND PROCLAMATIONS

- **Police Department Presentation**
- **Proclamation City of Groveland November 3, 2020 Municipal Election**

PUBLIC COMMENT

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.

Consideration of Approval:

A. March 16, 2020 City Council Meeting Minutes

B. Resolution 2020-21: Letter of Agreement between the City of Groveland and Barth Associates, LLC for the Parks Master Plan

A resolution of the City Council of the City of Groveland, Florida, approving the letter of agreement between the City of Groveland, Florida and Barth Associates, LLC for City of Groveland parks, recreation, trails and open space master plan; authorizing execution of the agreement; providing for an effective date.

C. Resolution 2020-22: Interlocal Agreement between the City of Groveland and Lake County for Bus Stop Maintenance

A resolution of the City Council of the City of Groveland, Florida, approving the Interlocal Agreement for bus stop maintenance between the City of Groveland and Lake County, Florida; authorizing execution of the agreement; providing for an effective date.

D. Resolution 2020-23: Mutual Aid Agreement between City of Groveland Police Department and City of Clermont Police Department

A resolution of the City Council of the City of Groveland, Florida, approving the supplemental voluntary cooperation and operational assistance mutual aid agreement between the City of Groveland, Florida and the City of Clermont relating to the cities Police departments; authorizing execution of the agreement; providing for an effective date.

E. Resolution 2020-24: Approving Vacant Land Contract and Addendum Numbers 1 and 2 between Charles E. Bradshaw, Jr. and the City of Groveland relating to Crittenden Road

A resolution of the City Council of the City of Groveland, Florida, approving the vacant land contract and addendum numbers 1 and 2 to contract between Charles E. Bradshaw, Jr. revocable trust dated May 26, 2000, as amended and City of Groveland relating Crittenden Road; providing for an effective date.

F. Ordinance 2020-21: Adoption of Procurement Policy - First Reading

An ordinance of the City Council of the City of Groveland, County of Lake, State of Florida, requiring a procurement policy for the purchase of goods and services; adopting a procurement policy; providing for conflicts and severability; setting an effective date.

OLD BUSINESS

1. Consideration of Approval: Ordinance 2020-20: Amendments to Recreation Advisory Committee - First Reading

An ordinance of the City Council of the City of Groveland, County of Lake, State of Florida amending various Sections in Chapter 2 of the Code of Ordinances of the City of Groveland relating to the Groveland Recreation Advisory Committee membership, terms and appointment; repealing periodic review by Council; providing for codification; providing for severability; providing for conflict; providing for an effective date.

NEW BUSINESS

2. Discussion: Operation Reach Out and Response to Coronavirus

REPORTS

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report

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, member of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a council member 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 or 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.

**In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office no later than 3 days in advance of the meeting at (352) 429-2141, ext. 2014; (352) 232-9057 or via email at virginia.wright@groveland-fl.gov*



PRESENTATION ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: SHAWN RAMSEY, CHIEF OF POLICE

SUBJECT: PRESENTATION PROMOTIONAL CEREMONY OF LIEUTENANT
WITHIN GROVELAND POLICE ORGANIZATION

DATE: May 11, 2020

GENERAL SUMMARY/BACKGROUND:

The Groveland Police Department will be promoting their first member to the rank of Lieutenant / Watch Commander. This position will help maintain the guidelines for span of control as described by Florida Accreditation and help encourage consistency in our daily policing operations as we move forward.

BUDGET IMPACT:

Minimal 5% pay increase for the Law Enforcement member selected internally.

LEGAL NOTICE:

In accordance with Groveland Police Policy Guidelines.

STAFF RECOMMENDATION:

Staff recommends that the City of Groveland Moves forward in recognizing the accomplishments and professionalism of the selected member.

ATTACHMENTS:

N/A



**PROCLAMATION
MUNICIPAL ELECTION**

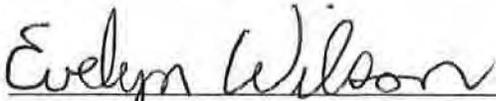
By Authority vested in me as Mayor of the City of Groveland, Florida, I do hereby proclaim an Election of the City of Groveland, Florida to be on Tuesday, November 3, 2020 for the purpose of electing one (1) mayor and (2) regular members of the City Council to fill a two-year term beginning November 16, 2020. If more than two candidates qualify, then there shall be a primary election held August 18, 2020. I do specify that the vacant offices of District 1- Mayor, District 3, and District 5 shall appear on the ballot as "District 1 - Mayor", "District 3" and "District 5."

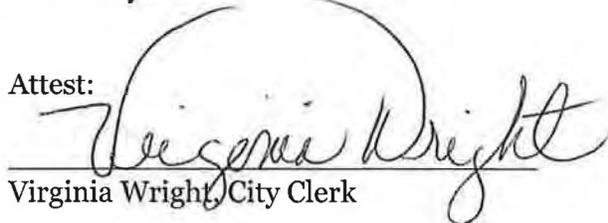
Qualifying begins at NOON Monday, June 8, 2020 and ends at Noon Friday, June 12, 2020. In order to qualify persons must be a registered voter, meet the City's residency requirement of two (2) years prior to the first day of the qualifying period, and reside in the applicable district or if for District 1- Mayor, then reside within the City. If a potential candidate wishes to have the City's election qualifying fee of one percent (1%) of the annual salary waived due to undue burden, they must present to the City Clerk a petition signed by ten percent (10%) or more of the total registered voters of the city for the immediately preceding general election no later than before noon May 11, 2020. The petition signature forms required and the regulations are available on the City's website at www.groveland-fl.gov and at the City Police Department lobby, 408 W. Orange St., Groveland.

All parties interested in qualifying for this election may do so by contacting the City Clerk at (352) 429-2141, ext. 2014, (352) 232-9057, or via email at virginia.wright@groveland-fl.gov to schedule an appointment. The appointment will be held at the City Clerk's Office located at 156 S. Lake Avenue, Groveland, Florida 34736. An application to qualify may be obtained on the City's website at www.groveland-fl.gov and at the City Police Department.

All voting precincts will be open for this election.

WITNESS my hand and seal of the City of Groveland, Florida this 1st day of May 2020.


Evelyn Wilson, Mayor

Attest:

Virginia Wright, City Clerk



**City of Groveland
Minutes
City Council Meeting
Monday, March 16, 2020**

The Groveland City Council held a regularly scheduled meeting on Monday, March 02, 2020 in the E.L. Puryear Building located at 243 S. Lake Avenue, Groveland, FL 34736. Mayor Evelyn Wilson called the meeting to order at 7: 01 p.m. with the following members present: Vice Mayor Mike Radzik and Council Members Mike Smith, Dina Sweatt and Randolph Waite. City officials present were City Manager Mike Hein, City Clerk Virginia Wright, Sergeant-at-Arms Chief Shawn Ramsey and City Attorney Anita Geraci-Carver.

OPENING CEREMONIES

Pledge of Allegiance led by Vice Mayor Radzik.

Invocation provided by Pastor Donald Spivey, First Baptist Church of Groveland.

Pastor Spivey stated he is a longtime resident of Central Florida and has lived in Groveland for eight (8) years. He has been in the ministry for thirty (30) years. Pastor Spivey expressed he is looking forward to being a part of the First Baptist Church family, as well as the City of Groveland.

Vice Mayor Radzik presented Mayor Wilson with a certificate of completion of the Florida League of Cities Institute for Elected Municipal Officials (IEMO) III Municipal Leadership program, as well as reading a letter into the record from the Florida League of Cities congratulating Mayor Wilson. City Council and staff congratulated Mayor Wilson on her accomplishment.

GUEST SPEAKER, PRESENTATIONS AND PROCLAMATIONS

None.

CONSENT AGENDA

Consideration of Approval:

A. **March 2, 2020 City Council Workshop Recreation Advisory Committee Discussion Minutes**

B. **March 2, 2020 City Council Meeting Minutes**

C. **Resolution 2020-12 Cypress Oaks Phase III Final Plat**

A resolution of the City Council of the City of Groveland, Florida, granting final plat approval of Cypress Oaks Phase 3, generally located north of CR 565A and east of Marina Del Ray Subdivision, Groveland, Florida; and providing for an effective date.

D. Resolution 2020-13 First Amendment to the Agreement of Purchase and Sale between City of Groveland and Palisades Homeowner's Association, Inc.

A resolution of the City Council of the City of Groveland, Florida, approving the first amendment to agreement of purchase and sale between City of Groveland and Palisades Homeowner's Association, Inc.; providing for an effective date.

E. Resolution 2020-14 Approving Agreement of Purchase and Sale between City of Groveland and Canam Palisades, LTD

A Resolution of the City Council of the City of Groveland, Florida, approving the agreement of purchase and sale between City of Groveland and Canam Palisades, LTD.; authorizing the Mayor to execute the agreement and closing documents; providing for an effective date.

F. Resolution 2020-15 Use Agreement between the City of Groveland and Denise Thomas doing business as Vocational Learning Center

A resolution of the City Council of the City of Groveland, Florida, approving the use agreement between Denise Thomas doing business as Vocational Learning Center and the City of Groveland relating to use of the James L. Wyche Senior Center; authorizing the Mayor to execute the agreement; providing for an effective date.

G. Resolution 2020-17 City of Groveland Business Expense Travel Policy

A resolution of the City of Groveland, County of Lake, State of Florida; adopting a business expense travel policy; providing for conflicts, codification and severability; providing for an effective date.

H. Resolution 2020-18 State Revolving Loan Program Application for planning funds for Capital Improvements to the City's Drinking Water System

A resolution of the City Council of the of Groveland, Lake County, Florida, authorizing the City Manager to submit a loan application pursuant to the State revolving fund loan program; applying for a loan in the amount of \$500,000 payable over a 10 year period for planning funds for Drinking Water Capital Projects (designated as project dw-35062); designating authorized representatives; providing for conflicts, severability, and effective date.

A resolution authorizing the filing of the loan application for planning efforts toward capital improvements to the City's drinking water system. The low-interest loan amount is \$500,000 for a period of 10 years.

I. Resolution 2020-19 State Revolving Loan Program Application for planning funds towards Capital Improvements to the City's Clean Water System

A resolution of City Council of the of Groveland, Lake County, Florida, authorizing the City Manager to submit a loan application pursuant to the state revolving fund loan program; applying for a loan in the amount of \$260,000 payable over a 20 year period for planning funds for Clean Water Capital Projects (designated as project cw-35061); designating authorized representatives; providing for conflicts, severability, and effective date.

A resolution authorizing the filing of the loan application for planning efforts toward capital improvements to the City's clean water system (wastewater). The low-interest loan amount is \$260,000 for a period of 20 years.

J. Ordinance 2020-03 Trailer Hub LLC Annexation - First Reading

An Ordinance extending and increasing the corporate limits of the City of Groveland, County of Lake, State of Florida, pursuant to the voluntary annexation provisions of Section 171.044 and Section 171.204, Florida Statutes (2019); annexing 0.51 +/- acres of real properties not embraced within the present limits of the City of Groveland; providing for findings; providing a legal description and a map; directing the City Manager to record certified copies of this Ordinance after approval with the Clerk of the Circuit Court, the County Manager of Lake County, and the Secretary of the State of Florida; providing for conflicts and severability; providing for scrivener's errors; setting an effective date.

K. Ordinance 2020-04 Trailer Hub LLC Comprehensive Plan Amendment - First Reading

An Ordinance of the City Council of the City of Groveland, Lake County, Florida, amending the City of Groveland's Comprehensive Plan pursuant to 163.3184, Florida Statutes, by amending the Future Land Use Plan designation from Lake County Industrial to City of Groveland Industrial on the Future Land Use Map for the herein described properties of 0.51 +/- acres; authorizing the City Manager to amend said Comprehensive Plan; repealing all ordinances in conflict herewith; providing for severability and scrivener's errors; providing for an effective date.

L. Ordinance 2020-05 Trailer Hub LLC Rezoning - First Reading

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 City of Groveland M-1 Industrial District for the herein described properties within the City of Groveland, Florida, owned by Trailer Hub LLC, and located on the east side of Sampey Road; directing the City Manager to amend the zoning map as herein provided after the passage of this ordinance; providing for severability; repealing all ordinances in conflict herewith; providing for scrivener's errors and providing for an effective date.

M. Ordinance 2020-06 V.J. Oleno Comprehensive Plan Amendment - First Reading

An Ordinance of the City Council of the City of Groveland, Lake County, Florida, amending the City of Groveland's Comprehensive Plan pursuant to 163.3184, Florida Statutes, by amending the Future Land Use Plan designation from Lake County Industrial to City of Groveland Industrial on the Future Land Use Map for the herein described properties of 2.49 +/- acres; authorizing the City Manager to amend said Comprehensive Plan; repealing all ordinances in conflict herewith; providing for severability and scrivener's errors; providing for an effective date.

N. Ordinance 2020-07 V.J. Oleno Rezoning- First Reading

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 City of Groveland M-2 Heavy Industrial District for the herein described properties within the City of Groveland, Florida, owned by JCJ Family Partnership LTD and located on the west side of Independence Boulevard in the Christopher C. Ford Commerce Park; directing the City Manager to amend the zoning map as herein provided after the passage of this ordinance; providing for severability; repealing all ordinances in conflict herewith; providing for scrivener's errors and providing for an effective date.

City Clerk Wright read the following headnotes into the record:

Resolution 2020-12; Resolution 2020-18; Resolution 2020-19; Ordinance 2020-03; Ordinance 2020-05; Ordinance 2020-05; Ordinance 2020-06 and Ordinance 2020-07.

Motion: Council Member Waite moved to approve the Consent Agenda; seconded by Council Member Sweatt.

Public Comment:

None.

Motion passed with all Council Members present voting aye.

OLD BUSINESS

1. Consideration of Approval: Ordinance 2019-55 Indigo Lakes PUD Amendment - First Reading

An Ordinance of the City Council of the City of Groveland, County of Lake, State of Florida, Amending Restating, and Replacing in its entirety Ordinance 2006-08-67, for the herein described property owned by Indigo Land Groveland LLC, and located at 17200 Villa City Road, Groveland, Lake County, Florida; directing the City Manager to amend the zoning map as herein provided after the passage of this Ordinance; providing for severability; repealing all Ordinances in conflict herewith; and providing for an effective date.

MARCH 16, 2020 CITY COUNCIL MEETING MINUTES

City Manager Hein reported the City received an email from the applicant that was provided to City Council prior to this meeting, requesting a continuation for *Ordinance 2019-55 Indigo Lakes PUD Amendment – First Reading*, to be placed on the April 6, 2020 City Council Meeting agenda.

Motion: Vice Mayor Radzik moved to approve the continuation of *Ordinance 2019-55 Indigo Lake PUD Amendment – First Reading* to be placed on the April 6, 2020 City Council Meeting agenda; seconded by Councilwoman Sweatt.

Public Comment:

None.

Motion passed with all Council Members present voting aye.

NEW BUSINESS

None.

PUBLIC COMMENT

Keith Keogh stated he was puzzled with the City's election process. He inquired as to whom should be communicated with to help clear up any confusion on how each district is able to vote. Mr. Keogh reported some smaller districts feel alienated and disenfranchised due to limited representation. He would like to speak with someone about the viability of each district voting for their own representative.

Jimmy Krawkowski, a resident of Palisades' sub-division, stated the City Council and City Manager Hein worked hard on the Palisades project. Mr. Krawkowski was very excited about the partnership.

REPORTS

Vice Mayor Radzik

Vice Mayor Radzik reported the following:

- Vice Mayor Radzik explained the voting district Mr. Keogh spoke about during public comment. Vice Mayor Radzik noted in years past it too small. Now that it is larger, the Council may consider including this item on the ballot.
- March 6, 2020 met with the owner of the juice factory property, Dr. Neil Finkler, Morgan Booth and Community Development Director Tim Maslow. The Future Land Use presentation was discussed and how the property would be affected. The railroad restoration was also discussed with regards to grant money. Vice Mayor Radzik reported Richard Milian, of Broad and Cassel would be reaching out to City Attorney Geraci-Carver to discuss an agreement.
- March 7, 2020 attended opening day ceremonies for the South Lake Dixie Youth League Baseball held at J.T. Memorial Park.
- March 8, 2020 toured the Garden City development off of Cherry Lake Road.

MARCH 16, 2020 CITY COUNCIL MEETING MINUTES

- March 11, 2020 bi-weekly meeting with City Manager Hein. Vice Mayor Radzik reported one of the topics discussed was the intersection at 565A that has many accidents.
- March 13, 2020 met with representatives of Indigo Lakes regarding their new presentation.

Councilwoman Sweatt

Councilwoman Sweatt reported the following:

- March 3, 2020 attended the City Council RAC Workshop.
- March 5, 2020 attended Groveland Elementary Black History Celebration.
- March 7, 2020 attended the opening day ceremonies for the South Lake Dixie Youth League Baseball held at J.T. Memorial Park.
- March 11, 2020 attended Groveland Elementary Terrific Kids Award Ceremony.
- March 12, 2020 bi-weekly meeting with City Manager Hein.
- March 13, 2020 attended the Lake League Luncheon with Fire Chief Carroll, Captain Smith and Captain Walsh. The speaker was Mr. Irvin with Saint John's River Water Management District. Ms. Irvin discussed cost sharing for water initiatives.

Council Member Smith

Council Member Smith reported the following:

- March 7, 2020 attended the opening day ceremonies for the South Lake Dixie Youth League Baseball held at J.T. Memorial Park.
- Attended various meetings with City staff the past two (2) weeks.
- March 10, 2020 attended the Recreation Advisory Committee (RAC) Meeting.
- March 12, 2020 met with representatives of Indigo Lakes regarding their new presentation.
- In light of the Coronavirus news, Council Member Smith urged everyone to be cautious.

Council Member Waite

Council Member Waite reported the following:

- March 5, 2020 attended Groveland Elementary Black History Celebration.
- March 12, 2020 met with representative for Indigo Lakes.

Mayor Wilson

Mayor Wilson reported the following:

- March 5, 2020 attended Groveland Elementary Black History Celebration.
- March 6 - 7, 2020 attended Florida League of Cities Institute for Election Municipal Officials (IEMO) III training. The training in part covered personality types; how you react to people/how they react to you. Other major issues were discussed, which lead to an IEMO III reunion with details to follow at a later date. The reunion would include all who have completed the IEMO III training.
- March 9, 2020 bi-weekly meeting with City Manager Hein. Mayor Wilson reported she will now be meeting with City Manager Hein on a weekly basis.

MARCH 16, 2020 CITY COUNCIL MEETING MINUTES

- March 10, 2020 attended the Housing for All meeting that was held Community Foundation Center in Clermont. Housing for All is preparing a presentation to present to all Lake County Commissioners.
- March 12, 2020 attended Reaching to Inspire Self-Sufficiency for Everyone (RISE) connected with workforce housing. Mayor Wilson encouraged Council to participate when the invitation is available.
- March 13, 2020 attended the Lake League Luncheon.

City Manager Hein

City Manager Hein reported the following:

- City Manager Hein referenced his written report and offered to answer any questions Council may have.
- Precautionary measures are being taken due to the Coronavirus. City sponsored events have been cancelled through to the end of March. Lake County announced that they would be cancelling County sponsored events through the month of March. The City will be following these recommendations and is cancelling any planned community event for the remainder of March. City Manager Hein referenced the U.S. President's Coronavirus Guidelines for American 15 Days to Slow the Spread. The guidelines were provided to staff.
- City Manager Hein reported the City is not able to have Council Meetings via remote call-in per the Constitution and Sunshine Laws. A meeting with department heads is being held tomorrow at 9:00 a.m. to address: cleaning protocol; underlying staff health issues; alternative work schedules/alternating work shifts. It will be recommended to continue pay as usual for positions, such as school crossing guards to ensure employees are not harmed by the economic hardship. The Senior Center will be closed after tomorrow. However, Mid Florida Community Services, Inc. will be providing home-delivered meals to the seniors.

Anita Geraci-Carver

City Attorney Geraci-Carver reported the following:

- Mayor Wilson had inquired about House Bill 7 regarding Legal Notices which would allow public notices on websites rather than publishing through the newspaper. City Attorney Geraci-Carver reported the bill was withdrawn and would not be moving forward. The Florida League of Cities may opt to bring this and other items that affect local government back to legislature at a later time.

Vice Mayor Radzik noted the Communications Services Tax failed, which is good for the City.

Council Member Smith reminded everyone of the upcoming election and the special election for the City. He noted the Supervisor of Elections has suggested for voters to bring their own black pens as a precautionary measure in light of the Coronavirus outbreak.

ADJOURNMENT

Mayor Wilson adjourned the meeting at 7:41 p.m.



Evelyn Wilson, Mayor

Attest:

Virginia Wright, City Clerk



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES AND COMMUNITY SERVICES DIRECTOR

SUBJECT: CONSIDERATION OF APPROVAL: RESOLUTION 2020-21
AGREEMENT BETWEEN THE CITY OF GROVELAND AND BARTH ASSOCIATES LLC

DATE: May 11, 2020

GENERAL SUMMARY/BACKGROUND: Staff has worked on developing a letter of agreement with Barth Associates LLC to assist the City with developing a Parks, Recreation, Trails and Open Space Master Plan. If approved, this will create a strategic plan for the city to develop its future parks, trails and open space areas and to optimize the current parks, natural resources and assets which we have. The process to develop the Plan is estimated to take 12 months from date of execution. The initial process will include meetings with City Council, City staff to develop a work plan and details. During the process, Public workshops with advisory boards, community neighborhood associations, and other stake holders will be hosted to solicit public input, along with mail and online surveys. A Needs Assessment, Short and Long Range Vision Plan will be compiled from the data received from public input, and recommendations will be presented in a draft format to City Council, Advisory Boards and others prior to a final Master Plan Presentation and adoption.

A Staffing, Budget and Programming Assessment would also be provided with the agreement along with the Cherry Lake Park Phase II design, which will include public workshops of its own to gain input on desired programming at Cherry Lake Park.

The Letter of Agreement between the city of Groveland and Barth Associates LLC is provided as Attachment "1", and Resolution No. 2020-21 for adoption has been provided to you as Attachment "2".

BUDGET IMPACT:

FY 2020 Budget has funds available in anticipation of the letter of agreement for a Parks Master Plan and for the Phase II design of Cherry Lake Park

LEGAL NOTE:

Legal note not applicable.

STAFF RECOMMENDATION:

Approval of Resolution No. 2020-21 and authorize the Mayor to sign and execute the agreement with Barth Associates LLC.

ATTACHMENTS:

Attachment 1 – LOA between the City of Groveland and Barth Associates LLC

Attachment 2 – Resolution 2020-21

LETTER OF AGREEMENT

April 22, 2020

Mike Walker, CPRP
Director, Parks, Facilities and Community Services
City of Groveland
1198 Sampey Rd
Groveland FL 34736

Hereinafter referred to as the City.

AND

Barth Associates,
LLC 10030 SW 52nd
Road Gainesville, FL
32608

Hereinafter referred to as **Barth Associates** or **BA**.

Re: City of Groveland Parks, Recreation, Trails and Open Space Master Plan

Dear Mike,

Barth Associates is pleased to provide this Letter of Agreement to the City of Groveland to prepare a Parks, Recreation, Trails and Open Space Master Plan. Following is our proposed Scope of Services and Fees.

1.0 PROJECT DESCRIPTION

1.1 Background: The City of Groveland is located in sunny Central Florida, and was incorporated in 1922. Groveland is 30 miles west of Orlando, 35 miles from Walt Disney World and 70 miles from Tampa. The major east-west road in Groveland is State Road 50, which extends across Florida from Weeki Wachee/Brooksville in the west, through Groveland and Orlando and into Titusville to the east. Groveland is conveniently located only 9 miles from South Lake Hospital, the National Training Center, and the Special Olympics Florida, year-round training facility. State Roads 33 and 19 are the major north south roads through Groveland. Lake-Sumter Community College is only 11 short miles away offering University of Central Florida and Saint Leo University extended campuses. On the northern edge of the City are US Highway 27 and the Florida Turnpike, which provide connectivity to Florida's major destinations.

1.2 Overview: The City of Groveland Parks, Facilities and Community Services Department focus is to provide the public, both residents and visitors, with unique recreation experiences. The City's parks, open space, trails and recreation facilities contribute to the health of the community's residents, enhance the integrity and quality of the natural environment, and attract visitors to the community, thereby contributing to a City with Natural Charm. To optimize the City's existing parks and natural resources and assets, as well as strategically plan for the future, the City is interested in preparing a Parks and Recreation Master Plan. The master planning process is designed to ensure that City of Groveland legacy of parks and open spaces will continue into the future and that community resources will be dedicated to programs and facilities that are desired by and will be utilized by citizens.

1.3 Objectives: The City desires to accomplish the following objectives through the Master Planning process:

- Review the Groveland Comprehensive Plan and other documents as needed to provide background information on parks, trails, demographics, priorities, vision, connectivity goals and other related elements
- Solicit public participation
- Evaluate and identify short and long-range vision
- Develop inventory of existing parks and recreation facilities, and analysis of parks and facilities
- Identify current and future needs and recreation trends
- Identify potential for improved utilization of existing parks
- Evaluate potential future park and open space acquisitions
- Evaluate open space and conservation lands (public and private)
- Evaluate the need for level of service standards
- Evaluate recreation planning standards
- Evaluate the need for neighborhood parks
- Review plans by, and coordination with, other entities including the State of Florida, Lake County Parks, Lake County School District, and St. Johns River Water Management District
- Identify potential funding sources and strategies
- Draft Plan and recommendations
- Final Document organized in an easy to read format that can be adopted by the City of Groveland

1.4 Timeline: The City desires to complete the Master Plan within 12 months of authorization to proceed.

2.0 PROJECT SCOPE

Part 1 - Preliminary Implementation Framework

2.0 Project Management Support & Coordination: BA shall coordinate our work with the City's Project Manager. BA shall also monitor the project schedule as it relates to the scope contained herein and provide timely invoicing and reporting of project progress. BA shall hold regular bi-weekly conference calls with City staff to review progress, present information, receive direction, and recommend direction for the remaining portions of the project.

2.1 Kick-Off Workshop: BA shall facilitate a kick-off-meeting with City staff, via conference call or at the City's offices, to review the work plan, timelines, and details for the master plan process. The City shall coordinate all meeting logistics, including invitations, AV equipment, meeting room, and catering. BA shall develop a meeting summary of the meeting and submit it to the City for review. A preliminary agenda for the workshop includes:

- Introductions
- Purpose and expectations of the Master Plan
- Project scope, schedule
- Approval process
- Available inventory, data, and related documents
- Preliminary implementation plan, including City's mission and vision for parks and recreation; role (s) of the City, County, schools, and other recreation providers; interlocal agreements; current Capital Improvements Plan (CIP); potential funding sources
- Other topics, to be determined

2.2 Recreation Advisory Committee (RAC)/ Steering Committee: On the same day as the Kick-off Workshop, BA shall also facilitate a kick-off meeting with the City's RAC or project Steering Committee. The Committee shall meet 3 times during the process, including the kick-off meeting; review of needs assessment; and review of vision and implementation strategy.

2.3 Review of Planning Documents: BA shall review relevant planning documents, studies, and surveys provided by the City that may influence the development of the parks master plan, including:

- City of Groveland Comprehensive Plan

Lake County Bicycle and Pedestrian Master Plan

- Lake County Parks and Recreation Master Plan
- Parks Connectivity
- Community Redevelopment Area Master Plan
- Lake County Long Range Transportation Plan
- 2006-07 Groveland Parks Master Plan
- Other relevant plans and studies (provided by the City) from the State of Florida, Lake County, Lake County School District, Water Management District, and others

2.4 Review Meeting: BA shall write a brief summary of findings from the tasks above, and discuss during one of the biweekly conference calls.

Deliverables:

- *Meeting Agendas and Minutes*

Part 2 - Existing Conditions Analysis

2.5 Demographics Analysis and Trends: The City shall provide the latest demographic projections to BA for review. BA shall review and analyze the demographic projections and identify trends that may be relevant to the Master Plan.

2.6 Inventory & Proposed Parks and Recreation System Improvements Base Map: The City shall provide BA with accurate base maps and inventory data for the project, including:

- public parks and recreation facilities
- existing and future land use
- water bodies and canals
- streets
- transit
- bikeways and trails
- rights-of-ways
- environmentally sensitive/conservation areas
- tree canopy
- utility corridors
- schools
- churches
- non-profits (Boys and Girls Club, YMCA, etc.)
- private recreation facilities
- vacant/derelict sites
- historical/cultural resources

The inventory should include the number and locations of park and recreation facilities, park acreage, and public recreation center square footage. BA shall develop a base map for the project using the City's GIS data.

2.7 Park Evaluations: BA shall spend 1 day visiting the City's parks and recreation facilities, to be scheduled for the same week as the public workshops and interviews. Prior to beginning park evaluations, we shall work with staff and/or other stakeholders to refine our Parks Evaluation Form and ensure that it meets the City's expectations.

Deliverables:

- *Base Map*
- *Park Evaluations*

Part 3 – Public Engagement, Needs & Priorities Assessment

BA will conduct a *mixed-methods, triangulated* needs assessment process that includes the following techniques:

2.8 Existing Level-of-Service (LOS) Analysis: Using the inventory provided by the City, BA shall analyze the existing LOS for the following elements:

- Acreage - Measures acreage in a ratio to the community's population (acres per 1,000).
- Facilities - Measures facility capacity in a ratio to the community's population.
- Access - Measures travel distances to parks and individual facilities such as playgrounds, athletic fields, recreation centers, etc.

BA shall produce a series of GIS maps and tables that illustrate this data and analysis.

2.9 Benchmarking: BA shall compare City's parkland and facilities to national/ state benchmarks, and up to 3 comparable communities (based on available data) selected by the City.

2.10 Public Workshops: During the same week that BA shall be conducting site visits, BA shall also conduct up to three public meetings, each in different geographical areas (e.g. downtown, north, west) of the City. The City shall be responsible for coordinating all logistics, including meeting and interview locations, advertisements, participant invitations, and any food and/or beverages. If public meetings are not feasible, BA and the City will use alternative means of soliciting public input.

2.11 Individual Interviews and Focus Group Meetings: During the same week that BA shall be conducting site visits and public workshops, BA shall spend up to 3 consecutive days conducting individual interviews and focus group meetings with members of the City Council, the City Manager, City staff, City Advisory Boards, neighborhood associations, and/or other stakeholders identified by the City. Interviews and focus groups shall be scheduled in 1-hour increments at the City's offices or another designated location, or be conducted via conference calls. The City shall be responsible for coordinating all logistics, including meeting and interview locations, advertisements, participant invitations, and any food and/or beverages.

2.12 Statistically-Representative Mail Survey: BA will work with ETC/Leisure Vision and City staff to develop a 5–6-page survey questionnaire that will be used to complete a statistically-valid survey, which will take approximately 15 minutes for residents to complete. ETC will conduct a survey of randomly selected households by mail/online/phone for the City. The survey will only be administered to households within the City. ETC Institute will complete and tabulate a minimum of 400 surveys, resulting in a 95% level of confidence and a +/- 5% margin of error. ETC Institute will provide a survey finding report that will include an executive summary, charts and graphs, geographic cross-tabulations, and priority investment rating analysis.

2.13 Online Survey: The City shall administer an on-line version of the mail survey using SurveyMonkey, to be hosted on the City website. BA shall include the findings from the survey in the needs assessment summary.

2.14 Existing Conditions, Needs Assessment Summary Document: BA shall compile all the information and data completed from Parts 1 - 3 into an interim Existing Conditions and Needs Assessment Summary document. BA shall submit the summary document to the City for review and shall make revisions per the City's written comments.

2.15 Needs Assessment Presentation: BA shall present the findings from the Existing Conditions and Needs Assessment Summary to a joint meeting of the RAC/ Steering Committee and City Council for review and discussion.

Deliverables:

- *Existing Conditions and Needs Assessment Summary Document*

- *Steering Committee/City Board PowerPoint Presentation*

Part 4 – Long Range Vision, Recommendations, & Master Plan

2.16 Visioning Workshop: BA shall conduct a 1-2-day Visioning Workshop with City staff and invited participants to develop a short and long-range vision for the parks and recreation system. A tentative agenda for the Workshop may include:

- Review of top priority parks, trails and recreation facility and program needs
- Development of a subsystem vision for each of the top priority needs
- Potential for improved utilization of existing parks
- Potential future park and open space acquisitions
- Need for level of service standards
- Recreation planning standards
- Need for neighborhood parks
- Other discussions related to the City’s objectives for the project

The City shall be responsible for coordinating all interview logistics, including workshop location, advertisement, participant invitations, and food and beverages. The City shall also provide a staff person to record meeting meetings to supplement BA’s flip chart notes.

2.17 Short and Long-Range Vision and Recommendations: Based on the findings from the Visioning Workshop and other previous tasks, BA shall develop short and long-range recommendations, maps and illustrations for the parks and recreation system, including but not limited to recommendations for:

- Land acquisition
- New facilities
- System-level renovation of existing parks (not on a park-by-park basis)
- Estimate of capital and operations costs

2.18 Implementation Workshop: BA will facilitate a ½ day Implementation Workshop with the City staff, City Manager, and Finance department to develop a draft implementation strategy based on estimated costs, residents’ needs, Council priorities, and funding projections developed by the City.

2.19 Draft Parks, Recreation, Trails and Open Space Master Plan: BA shall compile the findings and recommendations from Parts 1 through 4 into a draft Master Plan document for the City’s review. BA shall revise the Master Plan per the City’s written comments.

2.20 Council Briefings: BA will spend one day conducting individual briefings with City Council members to answer questions and clarify recommendations regarding the Master Plan.

2.21 Master Plan Presentation: BA shall attend a one-day meeting to present the draft Master Plan to the City Council, RAC/ Steering Committee, and others determined by the City.

2.22 Final Master Plan: BA shall revise the draft Master Plan if requested by the City, and resubmit the Plan for approval and adoption.

Deliverables:

- *Electronic versions of draft and final documents for review, printing, and distribution*

Part 5 – Staffing, Budget, and Programming Recommendations

2.23 Staffing, Budget, and Programming Assessment: BA’s sub-consultant, Ballard*King & Associates, will assess existing Parks, Facilities and Community Services Department staffing patterns

(full and part-time) and the operating budget, as well as the programs and services that are currently being offered. This will include:

- 1) **Staffing Assessment:** This will involve a review of staffing levels and organization structure. The process will begin with a meeting with City/Department staff to determine specific areas of interest. Based on the discussion, a high-level review of the organization structure will be developed as well as a broad level of assessment toward appropriate staffing levels, particularly for parks and administrative functions in the future. This assessment will include recreation facilities and programs as well as parks maintenance.
- 2) **Budget Assessment:** A three-year review of the agency's operating and capital budgets will be prepared, identifying trends in expense and revenue, and comparisons to budgeted versus actual numbers. Trend charts will be prepared to identify a three-year history of revenues and expenses. Revenue sources and percent of tax support and earned revenues will be analyzed.
- 3) **Programming Assessment:** Current recreation programming opportunities that are provided in the community by both the Department as well as other organizations will be assessed and summarized regarding markets being served and potential gaps in service. A recreation programs and services trends analysis will also be completed as part of the assessment.

2.25 Staffing, Budget, and Programming Recommendations: Ballard*King will provide recommendations regarding staffing, budget, and programming for supporting the short and long-range vision of the master plan, including:

- 1) **Programming:** Role of Parks, Facilities and Community Services in providing recreation programs and services in the future as well as the expectations from other community organizations.
- 2) **Staffing:** Based on the future directions for the Parks, Facilities and Community Services Department, determine changes that will need to be made to the organization structure to support new facilities and programs. This will identify new required full-time and part-time staff positions, the rate of expected compensation, and the best organizational structure. This will include Department administration, recreation programming and services, and parks maintenance.
- 3) **Budget:** Develop future operational budget projections for both expenses and revenues (in two 3-year increments) that will be necessary to support the master plan. This will include expected cost recovery numbers and the possible implementation of new budget account areas.

Part 6 – Cherry Lake Park Phase 2 Design

Cherry Lake Park is a new, 40-acre City of Groveland facility located at 131 Wilson Lake Parkway. Phase 1 improvements were recently completed and include a restroom building/picnic pavilion, basketball court, playground, and associated sidewalks, parking, and stormwater retention. A new turn lane was also installed in Wilson Lake Parkway to facilitate access to the site. A master plan has been previously prepared for Cherry Lake Park that includes passive uses and sports programming such as baseball fields, a multipurpose field, and tennis courts. The City wishes to reevaluate and refine the master plan per input from the master planning process above. BA and their subconsultant Manley Design will prepare an updated master plan for Cherry Lake Park. It is assumed that the topographic survey and construction plans of Phase 1 improvements may be used as base information for planning and design of this park.

2.26 Site Visit: The BA team will Conduct a site visit to observe existing conditions and analyze opportunities and constraints.

2.27 Kick-off Meeting: On the same day as the site visit, the team will attend a kickoff meeting with the City to discuss project issues, goals, a preliminary development program, and expectations for the design of the park.

2.28 Code Review: BA will review the City of Groveland Land Development Code and other relevant City standards and requirements to understand site development requirements regarding number and/or location of proposed parking, vehicular and pedestrian access points, compatibility or screening buffers, landscaping, and other elements relative to anticipated park site improvements.

2.29 Public Open House: BA will facilitate a public open house to discuss existing issues and gain input on the desired programming of Cherry Lake Park. The agenda will include a presentation of the findings from Part 3 – Public Engagement, Needs & Priorities Assessment; findings from Tasks 2.26 – 2.28; the existing master plan; and discussion about desired uses, facilities, activities, and programs for the park.

2.30 Development Program: BA will prepare a Development Program memo - based on the site analysis, public input, and current trends and best practices of destination park design - and submit to the City for review and discussion.

2.31 Revised Draft Master Plan: Based on the City's review comments, BA will prepare a revised, draft master plan for the park. The master plan shall be to scale, at a standard sheet size, rendered, and illustrative in nature. Comparable images of proposed program elements will also be included.

2.32 Cost Estimate: BA will prepare an order of magnitude cost estimate for the master plan and identify possible phasing.

2.33 Presentation: BA will meet with City staff to review and discuss the draft master plan and estimate, and will revise as directed by the City.

2.34 Public Open House: BA will facilitate a 2nd public open house to review and discuss the draft Master Plan. BA will also present the plan to the RAC/ Steering Committee on the same day, if desired by the City.

2.35 Refined Master Plan: BA will refine the Master Plan and Cost Estimate, if necessary, based on public input and as directed by the City.

2.36 Presentation: BA will present the Master Plan and Cost Estimate to the City Council for review and comment, and will revise the Plan and Estimate one time, if necessary, based on Council input and as directed by the City.

2.37 Review Meeting: BA will meet with the City to discuss the next steps regarding implementation of the Cherry Lake Park Master Plan. Discussion will focus on possible funding sources, project phasing, preparation of permitting and construction documents, and alternative construction delivery methods. If requested by the City, BA will prepare a proposal for Phase Two construction and permitting documents.

3.0 PROJECT SCHEDULE

Barth Associates is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement. Barth Associates, in consultation with the City, shall perform its work in such a manner as to comply with an agreed upon schedule.

4.0 ASSIGNED PERSONNEL

4.1 Barth Associates: The following personnel from Barth Associates will be assigned to this project, and will have the responsibilities described:

David L. Barth PhD, RLA, AICP

Principal Planner

Carlos Perez, RLA
Sarah Ciccone
Denise Barth

Deputy Project Manager/ Parks Planner
Planner, Graphic Designer
Administrative Assistant

4.2 Subconsultants: The following subconsultants will also be assigned to this project, and will have the responsibilities described:

ETC Institute
Ballard*King Associates
Manley Design

Statistically-Representative Mail Survey
Staffing, Budget, and Programming Recommendations
Park Master Plan

5.0 COMPENSATION

5.0 Parts 1- 4: The fee for Parts 1 – 4 shall be a lump sum fee of ninety-seven thousand, eight hundred dollars (\$97,800) including direct costs.

5.1 Part 5: The fee for Part 5 - Staffing, Budget, and Programming Recommendations shall be a lump sum fee of twenty-two thousand, four hundred dollars (\$22,400) including direct costs.

5.2 Part 6: The fee for Part 6 - Cherry Lake Park Phase 2 Design shall be a lump sum fee of thirty-nine thousand, seven hundred dollars (\$39,700) including direct costs.

5.3 Additional Services: Additional Services requested by the City, including Phase 2 Construction and Permitting Documents, shall be billed using the hourly rates and direct expenses detailed below or as agreed-upon fixed fee.

5.4 Hourly Rate Schedule

Principal Planner	\$195/ hr.
Planner/ Urban Designer	\$125/hr.
Landscape Architect	\$140/hr.
Landscape Designer	\$90/hr.
Graphic Designer	\$75/ hr.
Administrative Assistant	\$60/ hr.

5.5 Application Fees – All application, filing, and permit fees, including, without limitation, all fees to local, regional and state governments and agencies, shall be paid by the City directly to the appropriate agency at the necessary time.

5.6 Subconsultant Fees – Fees for subconsultants working on this project under direct contract with Barth Associates are included in the fees for each part of the scope of services detailed above.

5.7 Retainer – No retainer will be required.

6.0 CITY RESPONSIBILITIES

6.0 The City shall designate a Project Representative upon execution of this Letter of Agreement, who shall be Barth Associates 's point of contact with the City, and who shall, by virtue of City's designation, have authority to bind the City. The City's Project Representative with such

authority is Mike Walker, Director. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the City) and any separate consultants.

6.1 City shall provide full information to Barth Associates regarding project requirements and constraints including, without limitation, a program setting forth the City's objectives, and shall provide all data, drawings, information or other resources requested by Barth Associates that are necessary for completion of the project.

6.2 City shall comply with any schedule requirements made known to the City by Barth Associates and, in any event, shall be available to meet with Barth Associates and provide decisions in a timely manner throughout the project.

6.3 City shall be responsible for all other aspects of the project not specifically assigned to Barth Associates under this Letter of Agreement or any subsequent request (and acceptance) for Additional Service.

7.0 SUPPLEMENTAL TERMS OF AGREEMENT

7.0 Acceptance of Agreement – This Letter of Agreement shall be valid for City acceptance for a period of thirty (30) days from the date of execution by Barth Associates. This Letter of Agreement may be terminated by either party with fifteen (15) days written notice. In the event of termination, Barth Associates shall be compensated through the date of termination for all fees and direct expenses incurred, including, without limitation, all fees for hours spent on hourly rate tasks, and a proportionate amount based on services performed and the level of completion of all fixed fee or lump sum tasks.

7.1 Submittal and Payment of Invoices – Payment shall be made in accordance with the Local Government Prompt Payment Act.

7.2 Action of Agencies Not Guaranteed – Barth Associates will exercise professional skill in executing its services, however, it cannot and does not guarantee the action of any governmental official, agency or judicial proceeding. The City shall pay all invoices for all work performed and submitted in accordance with this Letter of Agreement regardless of the results of any such governmental or judicial actions.

7.4 Ownership of Documents – All documents, work product and information contained therein prepared by Barth Associates or its Subconsultants are instruments of service for use by the City solely with respect to this Project. Barth Associates shall be deemed the author of these documents, work product and information, and shall retain all rights thereto. Any reuse or adaptation without Barth Associates' s professional involvement will be at the City's sole risk and without liability to Barth Associates. If the documents are to be so used without Barth Associates' s professional involvement, the City hereby agrees to remove Barth Associates' s name, professional seal, title block and other means of identification from the documents prior to such use, and the City hereby further agrees to hold Barth Associates harmless from any and all claims, damages, losses, expenses and attorney's fees arising out of or resulting there from.

7.5 Retention of Records – Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the City in order to perform the Services. Upon request from the City's Custodian of Public Records, the CONSULTANT shall provide the City with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public

records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the City. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain all public records required by the City to perform the Services. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

7.6 Limitation of Liability – Barth Associates is not responsible or liable for any circumstances, acts, errors, omissions or events, of any type associated with the Project, beyond its reasonable control including, without limitation, any decisions made or interpretations or clarifications of any documents without consultation and advice of Barth Associates, construction costs, or the acts or failures to act of any governmental or judicial agency.

7.7 Assignment of Agreement – Neither the City nor Barth Associates shall have any right to assign this Letter of Agreement to any other person or entity, absent prior written consent from the other party.

7.8 Dispute Resolution – In the unlikely event of any dispute, difference, claim or counterclaim between Barth Associates and the City arising out of or in connection with this Letter of Agreement, which cannot be amicably resolved by the parties through good faith negotiations, any such matter shall be submitted to the superior court, or such other court having subject matter jurisdiction, in and for Lake County, FL for trial. Barth Associates and the City hereby knowingly, voluntarily and intentionally waive any right Barth Associates or the City may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this agreement.

7.9 Entire Agreement / Governing Law – Regarding the subject matter hereof, this Agreement contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. This Agreement shall be governed by the laws of the State of Florida.

We look forward to working with you on this project. If you find these terms acceptable, please sign where indicated below and return one signed original to Barth Associates for our files. Please call me if you have any questions.

Sincerely,

David Barth PhD, RLA, AICP, CPRP
Principal

AGREED TO AND ACCEPTED BY:

CITY

Barth Associates

By: _____

By: _____

David L. Barth

Its: Mayor/ City Manager

Its: Principal

Date: _____

Date: _____

LETTER OF AGREEMENT

April 22, 2020

Mike Walker, CPRP
Director, Parks, Facilities and Community Services
City of Groveland
1198 Sampey Rd
Groveland FL 34736

Hereinafter referred to as the City.

AND

Barth Associates,
LLC 10030 SW 52nd
Road Gainesville, FL
32608

Hereinafter referred to as **Barth Associates** or **BA**.

Re: City of Groveland Parks, Recreation, Trails and Open Space Master Plan

Dear Mike,

Barth Associates is pleased to provide this Letter of Agreement to the City of Groveland to prepare a Parks, Recreation, Trails and Open Space Master Plan. Following is our proposed Scope of Services and Fees.

1.0 PROJECT DESCRIPTION

1.1 Background: The City of Groveland is located in sunny Central Florida, and was incorporated in 1922. Groveland is 30 miles west of Orlando, 35 miles from Walt Disney World and 70 miles from Tampa. The major east-west road in Groveland is State Road 50, which extends across Florida from Weeki Wachee/Brooksville in the west, through Groveland and Orlando and into Titusville to the east. Groveland is conveniently located only 9 miles from South Lake Hospital, the National Training Center, and the Special Olympics Florida, year-round training facility. State Roads 33 and 19 are the major north south roads through Groveland. Lake-Sumter Community College is only 11 short miles away offering University of Central Florida and Saint Leo University extended campuses. On the northern edge of the City are US Highway 27 and the Florida Turnpike, which provide connectivity to Florida's major destinations.

1.2 Overview: The City of Groveland Parks, Facilities and Community Services Department focus is to provide the public, both residents and visitors, with unique recreation experiences. The City's parks, open space, trails and recreation facilities contribute to the health of the community's residents, enhance the integrity and quality of the natural environment, and attract visitors to the community, thereby contributing to a City with Natural Charm. To optimize the City's existing parks and natural resources and assets, as well as strategically plan for the future, the City is interested in preparing a Parks and Recreation Master Plan. The master planning process is designed to ensure that City of Groveland legacy of parks and open spaces will continue into the future and that community resources will be dedicated to programs and facilities that are desired by and will be utilized by citizens.

1.3 Objectives: The City desires to accomplish the following objectives through the Master Planning process:

- Review the Groveland Comprehensive Plan and other documents as needed to provide background information on parks, trails, demographics, priorities, vision, connectivity goals and other related elements
- Solicit public participation
- Evaluate and identify short and long-range vision
- Develop inventory of existing parks and recreation facilities, and analysis of parks and facilities
- Identify current and future needs and recreation trends
- Identify potential for improved utilization of existing parks
- Evaluate potential future park and open space acquisitions
- Evaluate open space and conservation lands (public and private)
- Evaluate the need for level of service standards
- Evaluate recreation planning standards
- Evaluate the need for neighborhood parks
- Review plans by, and coordination with, other entities including the State of Florida, Lake County Parks, Lake County School District, and St. Johns River Water Management District
- Identify potential funding sources and strategies
- Draft Plan and recommendations
- Final Document organized in an easy to read format that can be adopted by the City of Groveland

1.4 Timeline: The City desires to complete the Master Plan within 12 months of authorization to proceed.

2.0 PROJECT SCOPE

Part 1 - Preliminary Implementation Framework

2.0 Project Management Support & Coordination: BA shall coordinate our work with the City's Project Manager. BA shall also monitor the project schedule as it relates to the scope contained herein and provide timely invoicing and reporting of project progress. BA shall hold regular bi-weekly conference calls with City staff to review progress, present information, receive direction, and recommend direction for the remaining portions of the project.

2.1 Kick-Off Workshop: BA shall facilitate a kick-off-meeting with City staff, via conference call or at the City's offices, to review the work plan, timelines, and details for the master plan process. The City shall coordinate all meeting logistics, including invitations, AV equipment, meeting room, and catering. BA shall develop a meeting summary of the meeting and submit it to the City for review. A preliminary agenda for the workshop includes:

- Introductions
- Purpose and expectations of the Master Plan
- Project scope, schedule
- Approval process
- Available inventory, data, and related documents
- Preliminary implementation plan, including City's mission and vision for parks and recreation; role (s) of the City, County, schools, and other recreation providers; interlocal agreements; current Capital Improvements Plan (CIP); potential funding sources
- Other topics, to be determined

2.2 Recreation Advisory Committee (RAC)/ Steering Committee: On the same day as the Kick-off Workshop, BA shall also facilitate a kick-off meeting with the City's RAC or project Steering Committee. The Committee shall meet 3 times during the process, including the kick-off meeting; review of needs assessment; and review of vision and implementation strategy.

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Deliverables:

- *Meeting Agendas and Minutes*

Part 2 - Existing Conditions Analysis

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Deliverables:

- *Base Map*
- *Park Evaluations*

Part 3 – Public Engagement, Needs & Priorities Assessment

BA will conduct a *mixed-methods, triangulated* needs assessment process that includes the following techniques:

2.8 Existing Level-of-Service (LOS) Analysis: Using the inventory provided by the City, BA shall analyze the existing LOS for the following elements:

- Acreage - Measures acreage in a ratio to the community's population (acres per 1,000).
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2.15 Needs Assessment Presentation: BA shall present the findings from the Existing Conditions and Needs Assessment Summary to a joint meeting of the RAC/ Steering Committee and City Council for review and discussion.

Deliverables:

- *Existing Conditions and Needs Assessment Summary Document*

- *Steering Committee/City Board PowerPoint Presentation*

Part 4 – Long Range Vision, Recommendations, & Master Plan

2.16 Visioning Workshop: BA shall conduct a 1-2-day Visioning Workshop with City staff and invited participants to develop a short and long-range vision for the parks and recreation system. A tentative agenda for the Workshop may include:

- Review of top priority parks, trails and recreation facility and program needs
- Development of a subsystem vision for each of the top priority needs
- Potential for improved utilization of existing parks
- Potential future park and open space acquisitions
- Need for level of service standards
- Recreation planning standards
- Need for neighborhood parks
- Other discussions related to the City's objectives for the project

The City shall be responsible for coordinating all interview logistics, including workshop location, advertisement, participant invitations, and food and beverages. The City shall also provide a staff person to record meeting meetings to supplement BA's flip chart notes.

2.17 Short and Long-Range Vision and Recommendations: Based on the findings from the Visioning Workshop and other previous tasks, BA shall develop short and long-range recommendations, maps and illustrations for the parks and recreation system, including but not limited to recommendations for:

- Land acquisition
- New facilities
- System-level renovation of existing parks (not on a park-by-park basis)
- Estimate of capital and operations costs

2.18 Implementation Workshop: BA will facilitate a ½ day Implementation Workshop with the City staff, City Manager, and Finance department to develop a draft implementation strategy based on estimated costs, residents' needs, Council priorities, and funding projections developed by the City.

2.19 Draft Parks, Recreation, Trails and Open Space Master Plan: BA shall compile the findings and recommendations from Parts 1 through 4 into a draft Master Plan document for the City's review. BA shall revise the Master Plan per the City's written comments.

2.20 Council Briefings: BA will spend one day conducting individual briefings with City Council members to answer questions and clarify recommendations regarding the Master Plan.

2.21 Master Plan Presentation: BA shall attend a one-day meeting to present the draft Master Plan to the City Council, RAC/ Steering Committee, and others determined by the City.

2.22 Final Master Plan: BA shall revise the draft Master Plan if requested by the City, and resubmit the Plan for approval and adoption.

Deliverables:

- *Electronic versions of draft and final documents for review, printing, and distribution*

Part 5 – Staffing, Budget, and Programming Recommendations

2.23 Staffing, Budget, and Programming Assessment: BA's sub-consultant, Ballard*King & Associates, will assess existing Parks, Facilities and Community Services Department staffing patterns

(full and part-time) and the operating budget, as well as the programs and services that are currently being offered. This will include:

- 1) **Staffing Assessment:** This will involve a review of staffing levels and organization structure. The process will begin with a meeting with City/Department staff to determine specific areas of interest. Based on the discussion, a high-level review of the organization structure will be developed as well as a broad level of assessment toward appropriate staffing levels, particularly for parks and administrative functions in the future. This assessment will include recreation facilities and programs as well as parks maintenance.
- 2) **Budget Assessment:** A three-year review of the agency's operating and capital budgets will be prepared, identifying trends in expense and revenue, and comparisons to budgeted versus actual numbers. Trend charts will be prepared to identify a three-year history of revenues and expenses. Revenue sources and percent of tax support and earned revenues will be analyzed.
- 3) **Programming Assessment:** Current recreation programming opportunities that are provided in the community by both the Department as well as other organizations will be assessed and summarized regarding markets being served and potential gaps in service. A recreation programs and services trends analysis will also be completed as part of the assessment.

2.25 Staffing, Budget, and Programming Recommendations: Ballard*King will provide recommendations regarding staffing, budget, and programming for supporting the short and long-range vision of the master plan, including:

- 1) **Programming:** Role of Parks, Facilities and Community Services in providing recreation programs and services in the future as well as the expectations from other community organizations.
- 2) **Staffing:** Based on the future directions for the Parks, Facilities and Community Services Department, determine changes that will need to be made to the organization structure to support new facilities and programs. This will identify new required full-time and part-time staff positions, the rate of expected compensation, and the best organizational structure. This will include Department administration, recreation programming and services, and parks maintenance.
- 3) **Budget:** Develop future operational budget projections for both expenses and revenues (in two 3-year increments) that will be necessary to support the master plan. This will include expected cost recovery numbers and the possible implementation of new budget account areas.

Part 6 – Cherry Lake Park Phase 2 Design

Cherry Lake Park is a new, 40-acre City of Groveland facility located at 131 Wilson Lake Parkway. Phase 1 improvements were recently completed and include a restroom building/picnic pavilion, basketball court, playground, and associated sidewalks, parking, and stormwater retention. A new turn lane was also installed in Wilson Lake Parkway to facilitate access to the site. A master plan has been previously prepared for Cherry Lake Park that includes passive uses and sports programming such as baseball fields, a multipurpose field, and tennis courts. The City wishes to reevaluate and refine the master plan per input from the master planning process above. BA and their subconsultant Manley Design will prepare an updated master plan for Cherry Lake Park. It is assumed that the topographic survey and construction plans of Phase 1 improvements may be used as base information for planning and design of this park.

2.26 Site Visit: The BA team will Conduct a site visit to observe existing conditions and analyze opportunities and constraints.

2.27 Kick-off Meeting: On the same day as the site visit, the team will attend a kickoff meeting with the City to discuss project issues, goals, a preliminary development program, and expectations for the design of the park.

2.28 Code Review: BA will review the City of Groveland Land Development Code and other relevant City standards and requirements to understand site development requirements regarding number and/or location of proposed parking, vehicular and pedestrian access points, compatibility or screening buffers, landscaping, and other elements relative to anticipated park site improvements.

2.29 Public Open House: BA will facilitate a public open house to discuss existing issues and gain input on the desired programming of Cherry Lake Park. The agenda will include a presentation of the findings from Part 3 – Public Engagement, Needs & Priorities Assessment; findings from Tasks 2.26 – 2.28; the existing master plan; and discussion about desired uses, facilities, activities, and programs for the park.

2.30 Development Program: BA will prepare a Development Program memo - based on the site analysis, public input, and current trends and best practices of destination park design - and submit to the City for review and discussion.

2.31 Revised Draft Master Plan: Based on the City’s review comments, BA will prepare a revised, draft master plan for the park. The master plan shall be to scale, at a standard sheet size, rendered, and illustrative in nature. Comparable images of proposed program elements will also be included.

2.32 Cost Estimate: BA will prepare an order of magnitude cost estimate for the master plan and identify possible phasing.

2.33 Presentation: BA will meet with City staff to review and discuss the draft master plan and estimate, and will revise as directed by the City.

2.34 Public Open House: BA will facilitate a 2nd public open house to review and discuss the draft Master Plan. BA will also present the plan to the RAC/ Steering Committee on the same day, if desired by the City.

2.35 Refined Master Plan: BA will refine the Master Plan and Cost Estimate, if necessary, based on public input and as directed by the City.

2.36 Presentation: BA will present the Master Plan and Cost Estimate to the City Council for review and comment, and will revise the Plan and Estimate one time, if necessary, based on Council input and as directed by the City.

2.37 Review Meeting: BA will meet with the City to discuss the next steps regarding implementation of the Cherry Lake Park Master Plan. Discussion will focus on possible funding sources, project phasing, preparation of permitting and construction documents, and alternative construction delivery methods. If requested by the City, BA will prepare a proposal for Phase Two construction and permitting documents.

3.0 PROJECT SCHEDULE

Barth Associates is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement. Barth Associates, in consultation with the City, shall perform its work in such a manner as to comply with an agreed upon schedule.

4.0 ASSIGNED PERSONNEL

4.1 Barth Associates: The following personnel from Barth Associates will be assigned to this project, and will have the responsibilities described:

David L. Barth PhD, RLA, AICP

Principal Planner

Carlos Perez, RLA
Sarah Ciccone
Denise Barth

Deputy Project Manager/ Parks Planner
Planner, Graphic Designer
Administrative Assistant

4.2 Subconsultants: The following subconsultants will also be assigned to this project, and will have the responsibilities described:

ETC Institute
Ballard*King Associates
Manley Design

Statistically-Representative Mail Survey
Staffing, Budget, and Programming Recommendations
Park Master Plan

5.0 COMPENSATION

5.0 Parts 1- 4: The fee for Parts 1 – 4 shall be a lump sum fee of ninety-seven thousand, eight hundred dollars (\$97,800) including direct costs.

5.1 Part 5: The fee for Part 5 - Staffing, Budget, and Programming Recommendations shall be a lump sum fee of twenty-two thousand, four hundred dollars (\$22,400) including direct costs.

5.2 Part 6: The fee for Part 6 - Cherry Lake Park Phase 2 Design shall be a lump sum fee of thirty-nine thousand, seven hundred dollars (\$39,700) including direct costs.

5.3 Additional Services: Additional Services requested by the City, including Phase 2 Construction and Permitting Documents, shall be billed using the hourly rates and direct expenses detailed below or as agreed-upon fixed fee.

5.4 Hourly Rate Schedule

Principal Planner	\$195/ hr.
Planner/ Urban Designer	\$125/hr.
Landscape Architect	\$140/hr.
Landscape Designer	\$90/hr.
Graphic Designer	\$75/ hr.
Administrative Assistant	\$60/ hr.

5.5 Application Fees – All application, filing, and permit fees, including, without limitation, all fees to local, regional and state governments and agencies, shall be paid by the City directly to the appropriate agency at the necessary time.

5.6 Subconsultant Fees – Fees for subconsultants working on this project under direct contract with Barth Associates are included in the fees for each part of the scope of services detailed above.

5.7 Retainer – No retainer will be required.

6.0 CITY RESPONSIBILITIES

6.0 The City shall designate a Project Representative upon execution of this Letter of Agreement, who shall be Barth Associates 's point of contact with the City, and who shall, by virtue of City's designation, have authority to bind the City. The City's Project Representative with such

authority is Mike Walker, Director. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the City) and any separate consultants.

6.1 City shall provide full information to Barth Associates regarding project requirements and constraints including, without limitation, a program setting forth the City's objectives, and shall provide all data, drawings, information or other resources requested by Barth Associates that are necessary for completion of the project.

6.2 City shall comply with any schedule requirements made known to the City by Barth Associates and, in any event, shall be available to meet with Barth Associates and provide decisions in a timely manner throughout the project.

6.3 City shall be responsible for all other aspects of the project not specifically assigned to Barth Associates under this Letter of Agreement or any subsequent request (and acceptance) for Additional Service.

7.0 SUPPLEMENTAL TERMS OF AGREEMENT

7.0 Acceptance of Agreement – This Letter of Agreement shall be valid for City acceptance for a period of thirty (30) days from the date of execution by Barth Associates. This Letter of Agreement may be terminated by either party with fifteen (15) days written notice. In the event of termination, Barth Associates shall be compensated through the date of termination for all fees and direct expenses incurred, including, without limitation, all fees for hours spent on hourly rate tasks, and a proportionate amount based on services performed and the level of completion of all fixed fee or lump sum tasks.

7.1 Submittal and Payment of Invoices – Payment shall be made in accordance with the Local Government Prompt Payment Act.

7.2 Action of Agencies Not Guaranteed – Barth Associates will exercise professional skill in executing its services, however, it cannot and does not guarantee the action of any governmental official, agency or judicial proceeding. The City shall pay all invoices for all work performed and submitted in accordance with this Letter of Agreement regardless of the results of any such governmental or judicial actions.

7.4 Ownership of Documents – All documents, work product and information contained therein prepared by Barth Associates or its Subconsultants are instruments of service for use by the City solely with respect to this Project. Barth Associates shall be deemed the author of these documents, work product and information, and shall retain all rights thereto. Any reuse or adaptation without Barth Associates' s professional involvement will be at the City's sole risk and without liability to Barth Associates. If the documents are to be so used without Barth Associates' s professional involvement, the City hereby agrees to remove Barth Associates' s name, professional seal, title block and other means of identification from the documents prior to such use, and the City hereby further agrees to hold Barth Associates harmless from any and all claims, damages, losses, expenses and attorney's fees arising out of or resulting there from.

7.5 Retention of Records – Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the City in order to perform the Services. Upon request from the City's Custodian of Public Records, the CONSULTANT shall provide the City with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public

records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the City. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain all public records required by the City to perform the Services. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

7.6 Limitation of Liability – Barth Associates is not responsible or liable for any circumstances, acts, errors, omissions or events, of any type associated with the Project, beyond its reasonable control including, without limitation, any decisions made or interpretations or clarifications of any documents without consultation and advice of Barth Associates, construction costs, or the acts or failures to act of any governmental or judicial agency.

7.7 Assignment of Agreement – Neither the City nor Barth Associates shall have any right to assign this Letter of Agreement to any other person or entity, absent prior written consent from the other party.

7.8 Dispute Resolution – In the unlikely event of any dispute, difference, claim or counterclaim between Barth Associates and the City arising out of or in connection with this Letter of Agreement, which cannot be amicably resolved by the parties through good faith negotiations, any such matter shall be submitted to the superior court, or such other court having subject matter jurisdiction, in and for Lake County, FL for trial. Barth Associates and the City hereby knowingly, voluntarily and intentionally waive any right Barth Associates or the City may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this agreement.

7.9 Entire Agreement / Governing Law – Regarding the subject matter hereof, this Agreement contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. This Agreement shall be governed by the laws of the State of Florida.

We look forward to working with you on this project. If you find these terms acceptable, please sign where indicated below and return one signed original to Barth Associates for our files. Please call me if you have any questions.

Sincerely,

David Barth PhD, RLA, AICP, CPRP
Principal

AGREED TO AND ACCEPTED BY:

CITY

Barth Associates

By: _____

By: _____

David L. Barth

Its: Mayor/ City Manager

Its: Principal

Date: _____

Date: _____

RESOLUTION 2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE LETTER OF AGREEMENT BETWEEN THE CITY OF GROVELAND, FLORIDA AND BARTH ASSOCIATES, LLC FOR CITY OF GROVELAND PARKS, RECREATION, TRAILS AND OPEN SPACE MASTER PLAN; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a master plan for parks, recreation, trails and open space is beneficial for the development and redevelopment of the City of Groveland; and

WHEREAS, Barth Associates, LLC has expertise in developing and preparing such a master plan; and

WHEREAS, the City Council finds it beneficial to the City of Groveland and desires to approve the Letter of Agreement with the terms and conditions outlined therein.

WHEREAS, the City Council has broad Home Rule powers and is authorized to approve agreements for professional services such as those Barth Associates, LLC will provide to the City of Groveland.

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

Section 1. The Letter of Agreement the City of Groveland and Barth Associates, LLC a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the City Manager to execute the Letter of Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the City Council of the City of Groveland, Florida.

PASSED AND RESOLVED this ____ day of May, 2020, by the City Council of the City of Groveland, Florida.

Evelyn Wilson, Mayor
City of Groveland, Florida

ATTEST:

Virginia Wright, 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: T.J. FISH, DIRECTOR OF TRANSPORTATION & PUBLIC WORKS

SUBJECT: RESOLUTION 2020-22 – APPROVING INTERLOCAL AGREEMENT
WITH LAKE COUNTY FOR LAKEXPRESS BUS STOP
MAINTENANCE

DATE: MAY 11, 2020

GENERAL SUMMARY/BACKGROUND:

The Transportation & Public Works Department received a request from Lake County staff responsible for LakeXpress operations for an interlocal agreement between the City and Lake County for basic maintenance of bus stops and bus shelters. City staff would be responsible for addressing basic maintenance items such as emptying the trash cans at each location and cleaning as needed. Any repairs to fixtures or structures at the improved bus stops will be done by Lake County.

BUDGET IMPACT:

There are no expected changes to the approved budget.

LEGAL NOTICE:

None.

STAFF RECOMMENDATION:

Staff recommends passage of Resolution 2020-22 approving the interlocal agreement with Lake County pertaining to LakeXpress bus stop maintenance.

ATTACHMENTS:

Attachment 1 – Resolution 2020-22
Attachment 2 – Interlocal Agreement

RESOLUTION 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR BUS STOP MAINTENANCE BETWEEN THE CITY OF GROVELAND AND LAKE COUNTY, FLORIDA; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County operates LakeXpress, a public transit bus service within Lake County, including within the City of Groveland; and

WHEREAS, the improved bus stops in the City of Groveland require regular maintenance; and

WHEREAS, maintenance includes emptying the trash cans and cleaning of a bench or a shelter; and

WHEREAS, Lake County will continue to repair fixtures and structures at the improved bus stops; and

WHEREAS, the City Council finds it beneficial to the City of Groveland and desires to approve the interlocal agreement with the terms and conditions outlined therein.

WHEREAS, is authorized by §163.01, Florida Statutes to enter into interlocal agreements with other municipalities and legal entities.

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

Section 1. The Interlocal Agreement for Bus Stop Maintenance between the City of Groveland and Lake County, Florida, a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the City Council of the City of Groveland, Florida.

PASSED AND RESOLVED this 11 day of May, 2020, by the City Council of the City of Groveland, Florida.

Evelyn Wilson, Mayor
City of Groveland, Florida

ATTEST:

Virginia Wright, 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: SHAWN RAMSEY, CHIEF OF POLICE

SUBJECT: CONSIDERATION OF APPROVAL RESOLUTION 2020-23:
MUTUAL AID AGREEMENT BETWEEN CLERMONT POLICE
DEPARTMENT AND GROVELAND POLICE DEPARTMENT

DATE: May 11, 2020

GENERAL SUMMARY/BACKGROUND:

The Clermont and Groveland Police Departments propose to enter into an MOU to better serve the citizens of each jurisdiction. Said MOU, would provide each Police Department with limited policing authority within the jurisdictional boundaries of the other. Understanding that criminal investigations regularly cross jurisdictional boundaries, both Chiefs of Police Clermont and Groveland have determined it to be beneficial to provide the other with policing abilities to work collectively towards solving crimes that have a shared impact on both communities.

BUDGET IMPACT:

None Noted.

LEGAL NOTICE:

See attached MOU (Mutual Aid Agreement) that has been reviewed by legal counsel for the City of Clermont and City of Groveland.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2020-23 that the City of Groveland enter into the agreement with the City of Clermont to better serve the citizens of our communities.

ATTACHMENTS:

1. Resolution 2020-23
2. Mutual Aid Agreement.

RESOLUTION 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE SUPPLEMENTAL VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF GROVELAND, FLORIDA AND THE CITY OF CLERMONT RELATING TO THE CITIES POLICE DEPARTMENTS; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Groveland and City of Clermont are party to that certain interlocal agreement relating to mutual aid dated March 2017; and

WHEREAS, the Groveland Police Department and Clermont Police Department wish to supplement the mutual aid agreement; and

WHEREAS, the City Council finds it beneficial to the City of Groveland and desires to approve the Supplemental Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the terms and conditions outlined therein.

WHEREAS, is authorized by §163.01, Florida Statutes to enter into interlocal agreements with other municipalities and legal entities.

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

Section 1. The Supplemental Voluntary Cooperation and Operational Assistance Mutual Aid Agreement, a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the Mayor to execute the Supplemental Voluntary Cooperation and Operational Assistance Mutual Aid Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the City Council of the City of Groveland, Florida.

PASSED AND RESOLVED this ____ day of May, 2020, by the City Council of the City of Groveland, Florida.

Evelyn Wilson, Mayor
City of Groveland, Florida

ATTEST:

Virginia Wright, 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: DAN MURPHY, ECONOMIC DEVELOPMENT MANAGER

SUBJECT: CONSIDERATION OF APPROVAL: RESOLUTION 2020-24
BRADSHAW PROPERTY PURCHASE

DATE: MAY 11, 2020

GENERAL SUMMARY/BACKGROUND:

The City of Groveland Community Redevelopment has negotiated the purchase of three (3) parcels totaling approximately 1.35 acres located along or near Crittenden Street in downtown Groveland. The parcels are being land-banked by the City of Groveland to assist the downtown redevelopment efforts. Attached is a map that shows the general locations of the parcels. The price of the parcels is \$47,500.00.

BUDGET IMPACT:

The acquisition of property to assist the City's redevelopment efforts is an identified strategy in the City of Groveland Community Redevelopment Plan and funds have been allocated within the Agency's FY 2019/2020 budget.

STAFF RECOMMENDATION:

Consideration and authorization for approval of the purchase of the parcels as part of the City's ongoing community redevelopment efforts.

ATTACHMENTS:

1. Resolution 2020-24
2. Map showing general location of parcels to be purchased.
3. Land Purchase Contract
4. Addendum to Land Purchase Contract

RESOLUTION 2020-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE VACANT LAND CONTRACT AND ADDENDUM NUMBERS 1 AND 2 TO CONTRACT BETWEEN CHARLES E. BRADSHAW, JR. REVOCABLE TRUST DATED MAY 26, 2000, AS AMENDED AND CITY OF GROVELAND RELATING CRITTENDEN ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Charles E. Bradshaw, Jr. Revocable Trust dated May 26, 2000, as Amended, is the owner of real property located along Crittenden Road as well as a parcel adjacent to other property owned by the City of Groveland; and

WHEREAS, the Groveland CRA Board desires to acquire the real property for redevelopment purposes and it is located within the community redevelopment area; and

WHEREAS, the Groveland CRA Board approved the contract as more particularly described below; and

WHEREAS, F.S. 163.370(4)(a), Florida Statutes, authorizes a community redevelopment agency to acquire real property in a community redevelopment area with the consent of the governing body; and

WHEREAS, the City Council finds it beneficial to the City of Groveland and desires to approve the acquisition of the real property as set forth in the Vacant Land Contract and Addendum Numbers 1 and 2 to Contract between Charles E. Bradshaw, Jr. Revocable Trust dated May 26, 2000, as Amended, and the City of Groveland, as provided herein.

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

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

Section 1. The Vacant Land Contract between Charles E. Bradshaw, Jr. Revocable Trust dated May 26, 2000, as Amended, and the City of Groveland, Addendum to Contract No. 1 and Addendum to Contract No. 2., a copy of which is attached hereto, is approved and the CRA Board is authorized to purchase the real property described therein.

Section 2. This resolution shall take effect immediately upon its adoption by the City Council of the City of Groveland, Florida.

PASSED AND RESOLVED this _____ day of May, 2020, by the City Council of the City of Groveland, Florida.

Evelyn Wilson, Mayor
City of Groveland, Florida

ATTEST:

Virginia Wright, 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: CHRIS COGHILL, PROCUREMENT MANAGER

SUBJECT: ORDINANCE 2020-21 ADOPTION OF PROCUREMENT POLICY

DATE: MAY 11, 2020

GENERAL SUMMARY/BACKGROUND:

In July of 2019, the City adopted an updated formalized procurement policy for the City. This document was crafted to provide an initial framework for the procurement policies which need to be in place. Upon my arrival to the City, I was tasked with providing for recommended updates to the procurement policies and provide administrative procedures to govern them. As a result, I started to craft the Procurement Policies and Procedures Manual which at the various stages of development was open for comments and questions from department heads, City Manager and the Council. All of those meetings and interactions were consolidated into a uniform Manual which upon approval will become the backbone for all procurement needs.

BUDGET IMPACT:

None.

LEGAL NOTICE:

None.

STAFF RECOMMENDATION:

Staff recommends approval of the Procurement Policies and Procedures Manual.

ATTACHMENTS:

Attachment 1 – Ordinance 2020-21

Attachment 2 – Procurement Policies and Procedures Manual

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, REQUIRING A PROCUREMENT POLICY FOR THE PURCHASE OF GOODS AND SERVICES; ADOPTING A PROCUREMENT POLICY; PROVIDING FOR CONFLICTS AND SEVERABILITY; SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to adopt policies and procedures to be utilized for the purchase of and contracting of goods and services in the most efficient and economical manner possible; and

WHEREAS, a purchasing policy will ensure consistency of all purchasing activities that integrates with all of the City of Groveland operational areas; and

WHEREAS, City Council is authorized by Ch. 166, Florida Statutes, to enact legislation and the City Council finds the adoption of a purchasing policy serves a municipal purpose.

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

Section 1: The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

Section 2: Section 2-255 of the Code of Ordinances, City of Groveland, Florida, is hereby amended to read as follows:

Sec. 2-255. — Procurement Policy.

A procurement policy to govern the City's purchase of goods and services herein as the Procurement Policy shall be adopted by council. The Procurement Policies and Procedures Manual attached to Ordinance 2020-21 as Exhibit A is approved and adopted by the city council. Amendments to listed Policies in the Procurement Policies and Procedures Manual shall be in the form of a resolution adopted by the City Council. Amendments to the listed Procedures shall be approved by the City Manager. The Procurement Policies and Procedures Manual shall be on file with the office of the city clerk and a true and correct copy shall be on file with the finance director

Sec. 2-256 – Purchase of Real Property

When the City desires to acquire real property for a municipal purpose, the City will have the option to utilized or not utilize the public record exemption in Chapter 119, Florida Statutes, for appraisals, offers and counteroffers related to the acquisition. If the City elects to utilize the public record exemption, then the City shall follow the process set forth in s. 166.045(1), Florida Statutes. If the City elects not to utilize the public record exemption, then the City must follow the process outlined herein. The City Manager will provide notice to the City council of the intent to exempt the transaction from Florida Statute 166.045(1) which will accompany a purchase contract for the property. The purchase contract will state the due diligence requirements, terms and other requirements for the purchase of property to occur. Once approved by the City council with notice

of exemption request from the City Manager, the purchase transaction will continue being exempt from Florida Statute 166.045(1) and proceed according to the purchase contract.

Sec. 2-257 – Electronic signatures and submittals

The use of electronic media, including acceptance of electronic submittals and signatures, is authorized consistent with Chapter 668, Florida Statutes for use of such media, so long as such guidance provides for:

- (a) Appropriate security to prevent unauthorized access to the competitive solicitation, approval, award, and contracting process; and
- (b) Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying in accordance with Chapter 119.07 and 119.071, Florida Statutes.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

Section 4: It is the intent of the City Council of the City of Groveland that the provisions of this chapter shall become and made a part of the City of Groveland Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

Section 5: If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Groveland that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

Section 6: The provisions within this ordinance shall take effect immediately upon adoption.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2020.

Evelyn Wilson, Mayor
City of Groveland, Florida

Attest:

Virginia Wright, 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		



AGENDA ITEM 1

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES, AND COMMUNITY SERVICES DIRECTOR

SUBJECT: CONSIDERATION OF APPROVAL – ORDINANCE 2020-20 RECREATION ADVISORY COMMITTEE CODE AMENDMENTS

DATE: May 11, 2020

GENERAL SUMMARY/BACKGROUND: At the March 2, 2020 City Council workshop, City Council had expressed interest in updating the Recreation Advisory Committee (RAC) duties and responsibilities. The minutes from the March 2, 2020 City Council Workshop are included as Attachment “3”.

Items that were discussed by the Mayor and City Council are the following;

- Identify Membership standards to be more inclusive and diverse
- Having a committee member be a representative on behalf of those with disabilities
- Having a committee member be a representative for the youth population
- Update in the Code, Section 2-296 – Committee Duties a. (5), replacing the word “establish”, with “recommend”. To read as follows: To “recommend” rules and regulations for use and improvement of public parklands, recreation areas, squares, and grounds, including playgrounds, concessions, and recreational and related facilities and programs installed and maintained therein

At this time, the RAC, has only one active member, which is the Lake County School District representative, all other memberships have expired terms, and recently, we have had one resignation due to a the member having a residence change to outside the city limits.

In speaking with the City Manager, and taking in the consideration for the mayor and councils discussions at the workshop, it may be in the best interest of the city to now employ a process similar to the City Charter Review Committee, where each council

member and the mayor will appoint a committee member from their district, one representative from the Lake County School District and three members at large, with one of the at large members not being required to be a resident. Also, an applicant with disabilities or experience with people with disabilities, and a person under the age of eighteen (18) shall receive special consideration

The term limits would coincide with the council district term limits, as follows;

Districts 1, 3 and 5, the Lake County School District representative and one at large resident member shall commence on the first Tuesday following the second City Council meeting in November in even-numbered years.

Districts 2 and 4, one at large resident member and one at large member (may be resident or non-resident) shall commence on the first Tuesday following the second City Council meeting in November in odd-numbered years.

Draft Ordinance 2020-20 is included for your review and input as Attachment "1". The aforementioned items for membership and terms have been included, along with the appointment and removal procedures, and Section 2-296 a. (5), the word "established" was changed to "recommend", as requested. Additionally Section 2-304, Continuance of Committee was deleted in its entirety.

BUDGET IMPACT:

No Impact

LEGAL NOTE:

None

STAFF RECOMMENDATION:

Approval of the first reading of Ordinance 2020-20

ATTACHMENTS

1. Ordinance 2020-20
2. Code of Ordinances Chapter 2 – Recreation Advisory Committee
3. Minutes from the March 2, 2020 City Council Workshop – RAC Duties and Responsibilities

ORDINANCE 2020-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA AMENDING VARIOUS SECTIONS IN CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF GROVELAND RELATING TO THE GROVELAND RECREATION ADVISORY COMMITTEE MEMBERSHIP, TERMS AND APPOINTMENT; REPEALING PERIODIC REVIEW BY COUNCIL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council is authorized by Ch. 166, Florida Statutes, to enact legislation and the City Council finds the adoption of this ordinance serves a municipal purpose.

WHEREAS, the City Council desires increase the membership of the Groveland Recreation Advisory Committee, include an appointment selection process, and amend the membership terms to coincide in part with council member terms.

WHEREAS, the City Council finds it unnecessary to review continuance of the committee every three years, as the City Council has the authority to dissolve the committee and repeal portions of the City Code at any time.

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

SECTION 1. That Section 2-296, Chapter 2 of the Code of Ordinances of the City of Groveland, is hereby amended to read:

Sec. 2-296. - Committee duties.

- (a) The recreation advisory committee shall be advisory to the city council and to the city manager and his staff. The primary duties of the committee shall include the following:
- (1) To serve in an advisory capacity to the council and city manager on matters pertaining to public recreation, parklands and related facilities.
 - (2) To serve in an advisory capacity to the council and city manager on matters pertaining to art, literature, music, theatre, and other related activities.
 - (3) To serve in an advisory capacity to the council and city staff with respect to the establishment of user/rental fee schedules for parks, sports fields and public facilities.
 - (4) To recommend solutions to scheduling and use conflicts of city recreational facilities.
 - (5) To ~~establish~~ recommend rules and regulations for use and improvement of public parklands, recreation areas, squares, and grounds, including playgrounds, concessions and recreational and related facilities and programs installed and maintained therein.

- (6) To serve in an advisory capacity to the council and city staff with respect to policies for the acquisition, development and improvement of parklands and recreational areas.
 - (7) To recommend to the council a comprehensive recreation and parkland use program based on the needs and interests of the community to assure and stimulate public interest, and to solicit to the fullest extent the cooperation of schools, local youth and public and private agencies.
 - (8) To give input on park and recreation grant requests and assist city council and city staff with lobbying granting agencies or organizations for funding.
- (b) The committee may initiate such efforts and investigations as it deems appropriate in order to properly inform itself and to provide the greatest degree of assistance to the city council, the city manager and his staff and the public.

SECTION 2. That Section 2-297, Chapter 2 of the Code of Ordinances of the City of Groveland, is hereby amended to read:

Sec. 2-297. - Membership; terms.

- (a) The recreation advisory committee shall consist of not less than seven members nor more than nine members, who serve for terms as set forth in this section. of three years. Membership shall include One member must be a representative from the Lake County School District, South Lake High. one resident from each of the four council districts, three members coming from the residents at large, and one at large member who is not required to be resident. The remaining six members of the committee shall be residents of the city. An applicant with disabilities or experience with people with disabilities, and a person under the age of eighteen (18) shall receive special consideration. No person shall be eligible for appointment who currently serves on two or more city boards or committees unless such person resigns from a board or committee prior to or coincident to commencing service to the committee. The initial appointments shall be three members for two years and two members for one year. The term for members appointed by the mayor (district 1), council members of districts 3 and 5, the Lake County School District representative and one at large resident member shall commence on the first Tuesday following the second City Council meeting in November in even-numbered years. The term for members appointed by council members of districts 2 and 4, one at large resident member and one at large member (may be resident or non-resident) shall commence on the first Tuesday following the second City Council meeting in November in odd-numbered years. Initially, each member's term will commence upon appointment and will continue until a subsequent appointment is made in accordance with the appointment schedule outlined in this subsection (a). All subsequent appointments shall be for three-year terms.
- (b) The city council may, in its discretion, from time to time, name ex officio members to the committee as it deems appropriate. Ex officio members may participate in all meetings, but shall not vote.
- (c) The city council may name two or more members as alternate members to serve in the absence of a regular member for the purpose of establishing a quorum. The choice of alternate members to serve in the absence of a regular member shall be done on an

alternating basis. Appointment of an alternate member shall be for a three-year term and coincide with the appointment schedule for members appointed by districts 1, 3 and 5.

SECTION 3. That Section 2-303, Chapter 2 of the Code of Ordinances of the City of Groveland, is hereby amended to read:

Sec. 2-303. - Appointment and removal.

- (a) Prospective members shall complete an application provided by the City, and submit the completed application to the City Clerk by the deadline provided in the solicitation seeking applicants. Except for the Lake County School District representative, appointments shall be made from the applications submitted.
- (b) At a public meeting, each council member shall appoint a resident from his or her district and the mayor shall appoint a resident from any district within the City of Groveland. The city council at a public meeting, by majority vote, shall appoint any members exceeding five. Except for the Lake County School District representative and one at large member, all members must be a resident of the City of Groveland. In the event no applications are submitted from a resident in a particular district, then the council member's appointment may be from the residents at large who submitted an application. Any vacancies occurring in the membership shall be filled by the appointing authority for the position which becomes vacant.
- (c) Appointment to the recreation advisory committee shall not constitute a property right in the meaning of the Constitution of the United States or the State of Florida and the members of the committee shall be appointed to and removed from the committee in the manner as deemed appropriate by the city council, in its sole discretion. The members of the committee shall serve at the pleasure of the city council.

SECTION 4. That Section 2-304, Chapter 2 of the Code of Ordinances of the City of Groveland, is hereby repealed.

~~Sec. 2-304.—Continuance of committee.~~

~~No later than three years from the establishment of the recreation advisory committee and every third year thereafter, the city council shall place on its agenda and shall discuss whether or not the committee should continue in existence, whether or not its functions and duties are appropriate because of change in circumstances and all other matters relevant to the continuing existence of the committee.~~

SECTION 5. 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 6. 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 7. 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 8. 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 _____, 2020.

Evelyn Wilson, Mayor
City of Groveland, Florida

Attest:

Virginia Wright, 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		

AGENDA ITEM 2

**DISCUSSION: OPERATION REACH OUT AND RESPONSE TO
CORONAVIRUS**

(NOTE: This is a discussion item only; no attachments included)