

PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, FEBRUARY 3, 2020 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA 34736

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 – Chaplin Ridge, Groveland Fire Department

ROLL CALL

AGENDA

GUEST SPEAKER, PRESENTATIONS AND PROCLAMATIONS

- Founders Day Event
- July 4th Event

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:

- **January 21, 2020 City Council Meeting Minutes**
- **Mutual Aid Agreement renewal between Mascotte Police Department and Groveland Police Department**
The Mascotte and Groveland Police Departments propose to enter into an MOU to better serve the citizens of each jurisdiction.
- **Approval of Community Development Block Grant (CDBG) Homeowner and Contractor Applicants**
Approval of eligible homeowner applicants and qualified contractor applicants for the City's Community Development Block Grant (CDBG).
- **Ordinance 2020-01 – Franchise Agreement between City of Groveland and Lake Apopka Natural Gas District – Second & Final Reading**
An ordinance of the City Council of the City of Groveland granting a non-exclusive franchise to Lake Apopka Natural Gas District for a ten-year period; approving the natural gas distribution franchise agreement between the City of Groveland and Lake Apopka Natural Gas District; providing for conflicts and severability; setting an effective date.
- **Resolution 2020-04: Libby Landing Utility Agreement**
A resolution of the City Council of the City of Groveland, Florida, approving the Utility Development Agreement between City of Groveland and Libby Landing LLC; approving the Mayor to execute the agreement; providing for an effective date.
- **Resolution 2020-08: Interlocal Agreement Between the City of Clermont; the City of Groveland; the City of Minneola and Utilities, Inc., of Florida for Regional Water Supply Planning and Strategies**
A Resolution of the City Council of the City of Groveland, Florida, approving the Interlocal Agreement between the City of Clermont, City of Groveland, City of Minneola, and Utilities, Inc., of Florida for regional water supply planning and strategies; approving the Mayor to execute the agreement; providing for an effective date.

Interlocal Agreement establishing the South Lake Regional Technical Advisory Committee (SLRTAC); establishing membership in the SLRTAC; establishing the purpose of the SLRTAC, minimum meetings per year, committee representation, and potential projects.

OLD BUSINESS

None.

NEW BUSINESS

1. Consideration of Approval: Ordinance 2019-55 Indigo Land PUD Amendment (Staff and the applicant have requested City Council to continue this public hearing item to the February 18, 2020 City Council Meeting)

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.

- *Community Development Staff recommended approval of Ordinance 2019-55 with conditions.*
- *P&Z Board Members voted a 3 to 2 denial of Ordinance 2019-55.*

PUBLIC COMMENT

REPORTS

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

SWEARING IN OF NEW FIRE CHIEF KEVIN CARROLL

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 5:00 p.m. the day of the meeting.*

CONSENT AGENDA

**City of Groveland
Minutes
City Council Meeting
Tuesday, January 21, 2020**

The Groveland City Council held a regularly scheduled meeting on Tuesday, January 21, 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 7:00 p.m. with the following members present: Vice Mayor Mike Radzik and Council Member 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.

Absent: Council Member Smith and Councilwoman Sweatt.

OPENING CEREMONIES

Pledge of Allegiance led by Vice Mayor Radzik.

Invocation given by Dr. Tony McCoy, Hope International Church. Dr. McCoy stated Hope International Church theme is “seekers.” He explained the concept, suggesting a means of encouragement for Council. Thereafter, Dr. McCoy provided the invocation.

GUEST SPEAKER, PRESENTATIONS AND PROCLAMATIONS

None.

CONSENT AGENDA

Consideration of Approval:

- **January 6, 2020 City Council Meeting Minutes**

- **Ordinance 2020-01 – Franchise Agreement between City of Groveland and Lake Apopka Natural Gas District – First Reading**
An ordinance of the City Council of the City of Groveland granting a non-exclusive franchise to Lake Apopka Natural Gas District for a ten-year period; approving the natural gas distribution franchise agreement between the City of Groveland and Lake Apopka Natural Gas District; providing for conflicts and severability; setting an effective date.

- **Resolution 2019-49 – Agreement between City of Groveland and Ocado Solutions, USA, Inc.**
A resolution of the City Council of the City of Groveland, Florida, approving the Economic Agreement between the City of Groveland and Ocado Solutions, USA, Inc.; authorizing execution of the agreement; providing an effective date.

- **Resolution 2020-06 – Parks and Recreation Rates**

A resolution of the City Council of the City of Groveland, Florida, amending rates for park and recreation facility rentals; repealing any fees in conflict herewith; providing for severability and conflicts; and providing an effective date.

- **Notice of Award – Multifunction Copier Contract**

The copiers that are utilized throughout the City are in need of updating. The purchase is via the State of Florida Contract 600-000-11-1 in accordance with City policies. The current copiers lease terms expired. This will provide for more efficient operation over the current models.

Vice Mayor Radzik requested Council consensus to move *Resolution 2020-06 Parks and Recreation Rates* to “New Business” on the agenda. All council members present concurred.

Motion: Vice Mayor Radzik moved to approve the Consent Agenda with the exception of Resolution 2020-06 Parks and Recreation Rates, moving this item to *New Business* on the agenda; seconded by Council Member Waite.

Public Comment:

None.

Motion passed with all Council Members present voting aye.

OLD BUSINESS

None.

NEW BUSINESS

1. **Resolution 2020-06 Parks and Recreation Rates**

A resolution of the City Council of the City of Groveland, Florida, amending rates for park and recreation facility rentals; repealing any fees in conflict herewith; providing for severability and conflicts; and providing an effective date.

Motion: Vice Mayor Radzik moved to discuss Resolution 2020-06 Parks and Recreation Rates; seconded by Council Member Waite.

Vice Mayor Radzik stated he understood the need for new rates. However, he inquired as to how the rates would affect the HOAs; would the City Manager have the latitude to reduce the rates or waive them, and is there flexibility. City Manager Hein stated he does not recall making any specific accommodations for HOAs to waive fees. He noted the City has attempted to make the fees affordable. City Manager Hein pointed out the rental of Lake David was less expensive than the deposit for a 24-hour period. Finance Director John Ter Louw and staff analyzed rates of other communities, in which the City was showing a lower side in charging fees. City Manager Hein stated he would further speak

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with Mr. Ter Louw and Mike Walker/Director Parks, Facilities, & Community Services, to ensure the discretion is in place and to re-evaluate. City Manager Hein reported the fees were made clear for residents and nonresidents.

Motion: Vice Mayor Radzik moved to approve Resolution 2020-06 Parks and Recreation Rates; seconded by Council Member Waite.

Public Comment:

None.

Motion passed with all Council Members present voting aye.

PUBLIC COMMENT

None.

REPORTS

Vice Mayor Radzik

Vice Mayor Radzik reported the following:

- January 8, 2020 attended the reception for the two (2) Fire Chief candidates. Vice Mayor Radzik reported he is happy with the appointment of Kevin Carroll as the new Fire Chief. He felt Mr. Carroll is a good fit for the City.
- January 15, 2020 attended the East Central Florida Regional Planning Council (ECFRPC). However, due to a bit of confusion, the Vice Mayor left the meeting. He later followed up and reported following information:
 - Lotis is a software that does modeling for transportation and land use. Lake County Commissioner Sean Parks may be reaching out to the City to provide a presentation of the software.
 - "How Did We Grow?" is a survey that was conducted in some of the Orange/Seminole county cities that has a lot of statistics. Vice Mayor Radzik stated he would look to Mr. Hein to get in touch with Commissioner Parks and the ECFRPC, to see if the City would want to participate in a similar survey.

Council Member Waite

Council Member Waite reported the following:

- Had a telephone conference with Kelly Randall/Senior Planner Lake County Schools. Ms. Randall is trying to find a different location for the bus terminal behind Groveland Elementary School.
- January 8, 2020 attended the reception for the two (2) Fire Chief candidates.
- January 9 – 12, 2020 attended the Florida League of Cities Institute for Elected Municipal Officials training in Jacksonville.
- January 14, 2020 bi-weekly meeting with City Manager Hein.
- January 17, 2020 met with staff of Woodard and Curran and toured the water treatment facility at Sampey Road.

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- January 19, 2020 attended a robotics competition.
- January 20, 2020 MLK collaboration with Clermont and Groveland communities. Booth set up for Hope International School.
- January 21, 2020 met with Groveland City Committee (residents from Gadson Street and Beverly Street areas. Council Member Waite shared plans of the stormwater project along Parkwood Street. The installation of a sidewalk on Gadson Street was discussed.

Mayor Wilson

Mayor Wilson reported the following:

- January 8, 2020 attended the reception for the two (2) Fire Chief candidates.
- Met with representative from the elementary school to discuss the book to be read to the students by the Mayor and Groveland staff on January 29th. Mayor Wilson discussed the need to do more things with the students. She reported she had met with the Historical Society last Saturday, in which a discussion took place about students doing an essay. The essay would entail what Groveland means to the students and what they would like to see in Groveland. The essay would be done in conjunction with Founders Day Event.
- Telephone conferences with Community Development Director Tim Maslow and Economic Development Manager Dan Murphy.
- January 21, 2020 bi-weekly with City Manager today.
- On January 29, 2020 will be reading to the Groveland Elementary students.
- Spoke with someone from Clermont Thrive, a program that empowers teens to succeed. Thrive summer pop-ups are held in Clermont; the representative would like to hold a few pop-ups in Groveland.

Vice Mayor Radzik requested Council consensus to schedule a workshop to discuss and provide suggestions to the Recreation Advisory Committee (RAC) to work on moving forward. Mayor Wilson inquired if it is required to take public comment at the workshop or may it be discussion among Council only. City Attorney Geraci-Carver reported Council would take public comment before an official action is made.

Council consensus was to schedule a workshop on March 2, 2020 at 6:30 p.m.

City Manager Hein

City Manager Hein Geraci-Carver reported the following:

- City Manager Hein referenced his written report that was provided to Council prior to the meeting. He offered to answer any questions Council may have.
- City Manager Hein reminded everyone on Wednesday, January 22nd the swearing-in of twelve (12) new firefighters will take place in the Puryear Building at 7:00 p.m.
- New fire chief Kevin Carroll will begin employment with the city on February 3rd. Mr. Carroll will be sworn-in (last item on the agenda) at the February 3rd City

Council Meeting. There will be an opportunity for the public to meet and greet Mr. Carroll; light refreshments will be provided.

Anita Geraci-Carver

City Attorney Geraci-Carver reported the following:

- City Attorney Geraci-Carver reported Councilwoman Sweatt contacted her today stating she would not be able to attend this evenings meeting due to a medical matter. Councilwoman Sweatt requested Council approve an excused absence. Mayor Wilson inquired if Council Member Smith would also need an excusal as he had previously reported he would not be able to attend this meeting. Council concurred that both council members were excused.
- City Attorney Geraci-Carver stated she anticipates the Department of Economic Opportunity (DEO) would provide a response on the Future Land Use Element sometime in mid-February.

Vice Mayor Radzik reported he would not be able to physically attend city meetings starting sometime in the Spring, for approximately for four (4) weeks due to a medical matter. However, he would be able to participate via a software application such as Skype.

ADJOURNMENT

Mayor Wilson adjourned the meeting at 7:30 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: SHAWN RAMSEY, CHIEF OF POLICE

SUBJECT: CONSIDERATION OF APPROVAL: MUTUAL AID AGREEMENT
RENEWAL BETWEEN MASCOTTE POLICE DEPARTMENT AND
GROVELAND POLICE DEPARTMENT

DATE: February 03, 2020

GENERAL SUMMARY/BACKGROUND:

The Mascotte 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 Mascotte 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 Mascotte and City of Groveland.

STAFF RECOMMENDATION:

Staff recommends that the City of Groveland continue the agreement with the City of Mascotte.

ATTACHMENTS:

Mutual Aid Agreement

**SUPPLEMENTAL
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT**

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each other to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve lives and property of citizens.
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida State Statute; and
- (3) Other violations of Florida Law when a law enforcement officer is outside of his or her city limits.

WHEREAS, the Groveland Police Department and the Mascotte Police Department have authority under Section 23.12, Florida State Statute, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and/or assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

WHEREAS, the Groveland Police Department and the Mascotte Police Department intend to supplement, not replace or eliminate, the mutual aid agreement entered into in March of 2017 between the Groveland Police Department, Mascotte Police Department, and other law enforcement agencies within Lake County, and to supersede and replace that Supplemental Mutual Aid Agreement entered into by the parties on April 2, 2019.

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violation of the Florida State Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor vehicle thefts, controlled substance violations, DUI checkpoints, DUI and traffic violations, and with back-up services during patrol activities, school resource officers on official duty within 1000 feet of a school, and inter-agency task forces and/or joint investigations, and enforcing traffic laws and conducting accident investigations pursuant to Florida Attorney General Advisory Legal Opinion 2002-46.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violation of Florida State Statute, to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest demonstrations, aircraft disasters, fire, hurricanes, tornadoes, or other weather related crises, sporting events, community events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized representative whose assistance is sought shall evaluate the situation and their agency's available resources, consult with his/her supervisor if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work or transporting a prisoner and a violation of the Florida State Statutes occurs in the presence of said party, he/she shall be empowered to render enforcement and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction as soon as possible. Upon receiving notice, the agency having normal jurisdiction may elect to send law enforcement officers to the scene and said party shall then turn the situation over to them and offer any assistance requested, including, not limited to, a follow-up written report documenting the events and the actions taken.

If one of the parties of this agreement establishes probable cause to arrest an individual for a crime which occurred within their own jurisdiction, and learns that the individual has fled to the jurisdiction of another agency within this agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. "Reasonableness of time" will not exceed 24-hours after the offense is reported to the agency.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate control of a supervising officer designated by the assisting agency head. Supervising officers designated by the assisting agency head shall be under the direct supervision and command of the assisting agency head or his/her designee.

CONFLICTS: Whenever an officer or other appointee, in rendering assistance pursuant to this agreement, the officer or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- (1) The identity of the complainant.
- (2) An address where the complaining party can be contacted.
- (3) The specific allegation.
- (4) The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 786.28, Florida State Statute, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of the Groveland Police Department and the Mascotte Police Department, when actually engaging in mutual cooperation and assistance outside of its jurisdictional limits but inside the state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1) Florida State Statute, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

- B. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the costs of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensations due to personal injuries or death while such employees are rendering aid pursuant to this agreement. however, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the performance of the employee's duties extra-territorial under the provisions of the mutual aid agreement. The provisions of the section shall apply with equal effect, paid, volunteer and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this agreement is intended or is to be considered as any transfer or contracting away of the power or functions of one party hereto to the other.

SECTION VII: LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more means specified in Section 768.28(16)(a), Florida State Statute, in any amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be cancelled or undergoes material change that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

SECTION VIII: FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action, dismiss the action and/or retain the proceeds.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon and approval by the hereinafter named officials and shall continue in full force and effect until January 31, 2022. Under no circumstances may this agreement be renewed, amended or extended except in writing and signed by all parties hereto.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

SECTION XI: CONFLICTS

To the extent any part of this agreement conflicts with the interlocal agreement entered into by the Mascotte Police Department and the Groveland Police Department in March of 2017, the interlocal agreement shall control. This agreement supersedes and replaces that Supplemental Mutual Aid Agreement entered into by the parties on April 2, 2019.

Eric Pedersen
Chief of Police
Mascotte Police Department

Shawn Ramsey
Chief of Police
Groveland Police Department

Date

Date

Mike Sykes
Mayor
City of Mascotte

Evelyn Wilson
Mayor
City of Groveland

Date

Date



CONSENT AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: TERRY ECKERT, BUILDING SERVICES MANAGER

SUBJECT: CONSIDERATION OF APPROVAL OF CDBG HOMEOWNER AND CONTRACTOR APPLICANTS

DATE: FEBRUARY 3, 2020

GENERAL SUMMARY/BACKGROUND:

At the direction of the Groveland City Council, staff has been working with Cornerstone Community Partners to solicit and review applications from homeowners and contractors interested in participating within the City of Groveland's current CDBG Housing Rehabilitation Program. These efforts resulted in the receipt of 25 homeowner applications and seven contractor applications.

All applications have been reviewed in accordance with the eligibility and qualification criteria outlined within the City of Groveland's adopted CDBG Housing Assistance Plan (HAP). As a result of this review, 18 homeowner applicants and three contractor applicants have been determined to be eligible with three additional contractor applicants determined to be conditionally eligible contingent upon the City Council's consideration of a HAP waiver of the automobile insurance requirement.

On January 13, the Citizen Advisory Task Force (CATF) voted unanimously to recommend the presentation of the homeowner and contractor applicants to the City Council for approval with the CATF's support to request the City Council's consideration of a HAP waiver of the \$1,000,000 automobile insurance requirement.

The City Council's consideration of approval of CDBG homeowner and contractor applicants will require the following to ensure any potential Conflict of Interest (COI) concerns are properly addressed in accordance with the CDBG programmatic requirements:

1. Presentation of Final Prioritized Applicant List and Qualified Contractor List to City Council;
2. Presentation of disclosed potential COI concerns to City Council;

"City with Natural Charm"

3. Review of Final Prioritized Applicant List and Qualified Contractor List for potential COI concerns by City Council;
4. Presentation of CATF recommendation regarding Auto Liability Insurance
5. Consideration of a HAP waiver by the City Council to eliminate the automobile insurance requirement for contractor applicant qualification; and
6. Acceptance of Final Prioritized Applicant List and Qualified Contractor List by City Council (with any potential COI abstentions, as necessary).

BUDGET IMPACT:

No budget impacts.

LEGAL NOTICE:

None needed

STAFF RECOMMENDATION

Recommended by Cornerstone Community Partners.

Recommended by the Citizen Advisory Task Force on January 13.

ATTACHMENTS:

1. Final Prioritized Applicant List



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: JOHN TER LOUW, FINANCE DIRECTOR

SUBJECT: ORDINANCE 2020-01 FRANCHISE AGREEMENT BETWEEN CITY OF GROVELAND AND LAKE APOPKA NATURAL GAS DISTRICT

DATE: FEBRUARY 3, 2020

GENERAL SUMMARY/BACKGROUND:

The City maintains Franchise Agreements with various utility providers to City of Groveland residents. The Agreement with Lake Apopka Natural Gas is currently expiring and as a result have reached out to Lake Apopka to discuss a renewal of the agreement. The proposed agreement will replace the previous 30 year agreement with a 10 year renewal of the terms for a non-exclusive franchise. The City will receive 6% of the gross revenues derived from the sale of Gas to all customers within the City limits. This is estimated to be approximately \$38,000 for the current budget year and will continue to expand as the City grows and demand increases.

BUDGET IMPACT:

There are no expected changes to the anticipated revenues or budget.

LEGAL NOTICE:

None.

STAFF RECOMMENDATION:

Staff recommends approval of the Franchise Agreement with Lake Apopka Natural Gas District.

ATTACHMENTS:

Attachment 1 – Ordinance 2020-01

Attachment 2 – Franchise Agreement

ORDINANCE 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND GRANTING A NON-EXCLUSIVE FRANCHISE TO LAKE APOPKA NATURAL GAS DISTRICT FOR A TEN-YEAR PERIOD; APPROVING THE NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT BETWEEN THE CITY OF GROVELAND AND LAKE APOPKA NATURAL GAS DISTRICT; PROVIDING FOR CONFLICTS AND SEVERABILITY; SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Groveland is empowered to grant a franchise for the right, privilege or franchise to manufacture, import, transport, distribute and sell manufactured or natural gas within its municipal boundaries; and

WHEREAS, the City of Groveland previously granted such a non-exclusive franchise to Lake Apopka Natural Gas District, and the City Council desires to grant an additional 10 year non-exclusive franchise; and

WHEREAS, this Ordinance has been advertised as required by law.

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

Section 1: Grant of Non-Exclusive Franchise. The City hereby grants to Lake Apopka Natural Gas District a non-exclusive franchise as set forth in the attached Natural Gas Distribution Franchise Agreement.

Section 2: Agreement. The Natural Gas Distribution Franchise Agreement, a copy of which is attached hereto, is approved.

Section 3: Conflicts. All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

Section 4: Severability. If any provision or portion of this ordinance is declared by any court competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Effective Date. This ordinance shall become effective immediately upon passage by the City Council of the City of Groveland in accordance with law.

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



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

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

SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION 2020-04:
LIBBY LANDING UTILITY AGREEMENT

DATE: FEBRUARY 3, 2020

GENERAL SUMMARY/BACKGROUND:

The Libby Landing commercial development has now received site plan approval pending approval of Resolution 2020-04 approving the Utility Agreement. The agreement would allow the development of Phase 1 of the project by utilizing an existing water connection on site and by utilizing an interim wastewater disposal system. The basis for the request is due to the negligible usage of water to support the guard house that would be constructed as part of the outdoor recreational vehicle (RV) storage allowed in Phase 1, which is to be developed on the southern or rear portion of the site.

Phase 2 of the project would come at a later time when demand would justify the construction of the indoor storage facility fronting Libby Road No. 3. At that time, the developer would be responsible for extending a water main and a sewer main to the site. The agreement contains a provision that, should Phase 2 of the development not be constructed within five year, the City could require the property owner to extend the water and sewer lines to the site.

The water line on site that crosses through the subject site serves the Key to Learning facility to the south. The water line is allowed by private easement. The agreement would allow the two property owners to share a water utility account. The owner of Libby Landing would compensate the owner to the south for water usage. This is memorialized in a separate agreement between property owners.

The agreement as drafted is not typical. However, the unusually low water usage project for Phase 1 would create a financial responsibility disproportionate to the development potential of Phase 1. The City Attorney has provided protections to the City including the requirement to extend the utilities within five years of execution of the agreement. Therefore, staff recommends approval.

BUDGET IMPACT:

No impact.

LEGAL NOTE:

None.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2020-04 approving the Libby Landing Utility agreement.

ATTACHMENTS:

1. Resolution 2020-04
2. Libby Landing Utility Development Agreement

ATTACHMENT 1

RESOLUTION 2020-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE UTILITY DEVELOPMENT AGREEMENT BETWEEN CITY OF GROVELAND AND LIBBY LANDING LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Groveland owns and operates a water and wastewater utility within its incorporated municipal boundaries and within a designated utility service district adopted pursuant to Chapter 180, Florida State Statutes; and

WHEREAS, the City requires new development to connect to the City's utility; and

WHEREAS, the parties desire to memorialize their respective obligations regarding the provision of services in a written agreement; and

WHEREAS, the City Council is authorized pursuant to its home rule powers to enter into a utility development agreement.

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

Section 1. The Utility Development Agreement between City of Groveland and Libby Landing, LLC, a Florida limited liability company, a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the Mayor to execute the Utility Development 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 February, 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 & CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

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

SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION 2020-08:
INTERLOCAL AGREEMENT BETWEEN CLERMONT,
GROVELAND, MINNEOLA, AND UTILITIES, INC., FOR WATER
SUPPLY PLANNING AND STRATEGIES

DATE: FEBRUARY 3, 2020

GENERAL SUMMARY/BACKGROUND:

Resolution 2020-08 approves an interlocal agreement with the two neighboring municipalities of Clermont and Minneola and with private utility, Utilities, Inc. The agreement establishes the South Lake Regional Technical Advisory Committee (SLRTAC). The purpose of the SLRTAC is to create a committee for purposes of exploring, investigating and identifying projects that promote non-traditional/alternative water supplies and develop impact mitigation strategies to assist the parties in meeting their public water supply demands in South Lake County.

The agreement establishes the aforementioned membership and it mandates a minimum of four meetings per year. Each party is encouraged to assign staff members to the committee who have an operational knowledge of and familiarity with their utility systems. The committee will have the limited authority to meet, identify, discuss, and review possible projects including, but not limited to, exploring, investigating, developing, and planning strategies for projects which advance and promote regional cooperative projects and other water resource initiatives. SLRTAC shall have no final decision making or binding authority.

Creation of the SLRTAC could be a major positive step in the City of Groveland's efforts in planning for water resources in coordination with the St. John's River Water Management District. Staff recommends approval of Resolution 2008-08 authorizing the mayor to execute the interlocal agreement with Clermont, Minneola, and Utilities, Inc. for water supply planning and strategies.

BUDGET IMPACT:

No impact.

LEGAL NOTE:

None.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2020-08 authorizing the mayor to execute the interlocal agreement with Clermont, Minneola, and Utilities, Inc. for water supply planning and strategies.

ATTACHMENTS:

1. Resolution 2020-08
2. Interlocal Agreement

ATTACHMENT 1

RESOLUTION 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLERMONT, THE CITY OF GROVELAND, THE CITY OF MINNEOLA AND UTILITIES INC. OF FLORIDA FOR REGIONAL WATER SUPPLY PLANNING AND STRATGIES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City, with other parties, wishes to create a fact-finding committee for purposes of exploring and identifying cost effective and sustainable water resource systems for South Lake County through collaborative efforts and resource sharing among the parties, and through those efforts, to decrease the region's dependency on groundwater withdrawals and protect the Florida Aquifer;

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 between the City of Clermont, the City of Groveland, the City of Minneola and Utilities Inc. of 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 ____ day of February, 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		

NEW BUSINESS



AGENDA ITEM 1

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

VIA: TIMOTHY MASLOW, COMMUNITY DEVELOPMENT DIRECTOR

FROM: ANDREW LANDIS, SENIOR PLANNER

SUBJECT: CONSIDERATION OF APPROVAL ON ORDINANCE 2019-55 – INDIGO LAKES PUD AMENDMENT

DATE: FEBRUARY 3, 2020

GENERAL SUMMARY/BACKGROUND:

City administration received an application from property owner Indigo Land LLC, requesting to update and amend PUD Ordinance 2006-08-67 affecting 162.76 +/- acres of vacant property with a Future Land Use designation of City of Groveland Mixed Use and a zoning designation of Planned Unit Development (PUD). The subject property is located to the east of Villa City Road on the west side of Lake Lucy in the City of Groveland.

The applicant requests to amend the current PUD to allow for additional single family residential lots with reduced setbacks and changes to other development standards. Below is the list of items that the applicant is requesting to amend from their current PUD.

	Current PUD	Proposed PUD
Residential	24+/- acres (single family) 43+/- acres (townhomes/villas)	68.28+/- acres (single family)
Total dwelling units allowed	462 SF and MF dwelling units + 116 bonus for affordable housing, for a total of 578 units.	442 dwelling units- SF only – a reduction of 132 units.
Commercial acres	11+/- acres.	5.81 acres.
Commercial Square Footage	130,000 square feet.	60,000 square feet.
Open Space	Minimum 5%.	Minimum 20% -- Concept Plan indicates 23.55% (38.17 acres total, 21.97 uplands).

Lighting	Decorative street lighting required. No Dark Skies standards required.	Dark-Skies standards or equivalent, consistent with LaViance PUD , required. Lighting Plan to be submitted with Constructions Plans.
Sidewalks and Trails	5' sidewalks on both sides of roads in residential areas. 8' sidewalk along commercial center area only.	5' sidewalks on both sides of roads in residential areas. Sidewalk along entire length of Villa City Road. 7,000 linear foot trail through property.
Architectural Standards	Standards promote architectural diversity.	Includes residential and commercial architectural standards.
Villa City Rd Landscape Buffer	Only code requirements (20' buffer).	Enhanced 29' landscape buffer along Villa City Road.
Connectivity	Three (3) ingress and egress points maximum	Three (3) connections to Villa City Rd. Stub-out now included at north edge of property Connections to the north and south included
Recreation	Emphasis on recreational amenities	Trail along Lake Lucy Some recreational amenities included such as park donation and trail
Housing Types	Minimum of 10% affordable units	No affordable housing incentives provided by City
Community Facilities	2.5 acres donated to City for public facilities	+/- 6 acres donated to City for public facilities
Mix of Uses	Vertical mixed use (condos or apartments above ground floor office or commercial) Villas and townhomes included 2-4 story mixed use for commercial core	No vertical mix of uses proposed Residential component detached single family only
Pedestrian amenities	Architectural and streetscape features	Block configuration and pedestrian passageways

Staff recommends conditional approval of Ordinance 2019-55 based on the following conditions:

Block Configuration

The PUD should include street connections to the developments to the north and south of the project site. Interconnectivity and walkability are cornerstones of the Village Future Land Use designation.

At a minimum the project should be located adjacent to at least one arterial roadway and should include a minimum of one external connection located approximately every one-quarter (1/4) mile at the perimeter. The maximum block perimeter should be 1,800 linear feet.

In addition, the following standards should apply:

Site Development Code: Block and Lot Configuration

The following standards apply to ensure proper structure and layout of communities.

a. Interconnected Street Pattern.

The network of streets within the community shall form an interconnected pattern with multiple intersections and resulting block sizes as designated in the requirements for each Community Type.

1. The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new developments.
2. Double-sid and dead end streets are prohibited.
3. Streets shall follow natural features rather than interrupting or dead-ending at the feature.
4. Streets shall terminate at either an open space or a building facade.
5. Streets shall be designed as described in the Street Types section.

b. Block Configuration.

Refer to Figure B1 for an illustration of Typical Block Elements.

1. The shape of a block shall be generally rectangular, but may vary due to natural features or site constraints.
2. Blocks shall typically be two lots deep with the exception of blocks containing open space. Blocks may also include an alley.
3. Blocks shall typically be bordered with lots on at least two faces, preferably on the longest street faces.
4. For increased energy efficiency, block orientation shall be along an east-west longitudinal axis to the maximum extent feasible. For long, central corridor buildings, this block orientation will encourage development of buildings oriented along an east-west axis, with smaller east and west facing facades, resulting in taking advantage of passive solar design.

c. Maximum Block Size.

Block sizes shall meet the requirements for each Community Type. A network of streets as described in the Street Types section, are required to meet the maximum block size requirements. Deviations may be permitted where connections cannot be made because of physical obstacles, such as wetlands and water bodies, railroad and existing highway rights-of-way.



Street Types

The project should include cross sections and development standards for street types in the community with an emphasis on walkability and on-street parking.

Sidewalks with a minimum 10-foot width are required in the Village Core.

A **29-foot landscaped buffer** should be provided along Villa City Road, exclusive of required yard setbacks. This buffer should be recorded as a separate tract at the time of platting.

Open Space Types

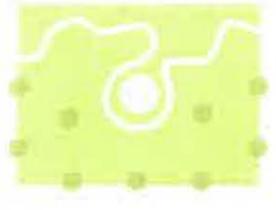
The plan should include a diversity of usable open spaces accessible within neighborhoods. The original existing PUD includes 2.5 acres of land that is donated to the City for public community facilities. The applicants have offered including provisions to donate six (6) acres on the north edge of the property for a lakefront municipal park and may include additional mixed use Core zoned lots **within the six (6) acre site**.

Open spaces in the PUD should retain existing canopy trees **where feasible**, incorporate native Central Florida plantings, utilize zoysia sod where needed, and include pine straw for mulching purposes.

The following development standards for open space types should apply:

Site Development Code: Open Space Types

The following table and graphics outline standards for the Square, Plaza, Green, Pocket Park, and Greenway in all community types.

Figure OS1	OPEN SPACE PERIMETER	Figure OS2	OPEN SPACE PERIMETER
<p>GREENWAY</p> <p>Width: 200' min</p> <p>Coverage: 25% min</p> <p>Area: 110 Acres</p> <p>Street Frontage: 3240' min</p> <p>Open Water: 30 Acres</p> <p>Features:</p> <ul style="list-style-type: none"> • Landscaping per 500' of • Landscaping per 2,500' of • Decorative Lighting • Seating Area 		<p>GREENWAY TRAIL</p> <p>Width: 50' min</p> <p>Coverage: 50% min</p> <p>Area: 110 Acres</p> <p>Street Frontage: 3240' min</p> <p>Open Water: 30 Acres</p> <p>Features:</p> <ul style="list-style-type: none"> • Landscaping per 500' of • Landscaping per 2,500' of • Decorative Lighting • Seating Area 	
<p>The GREENWAY is a corridor, comprised of building frontages with a landscape consisting of grass, trees, water, and seating areas for recreation and pedestrian purposes.</p>		<p>The GREENWAY TRAIL is a linear open space that offers a linear feature, such as a river, stream, or bridge, and connects to other open spaces.</p>	
<p>POCKET PARK</p> <p>Width: 20' min</p> <p>Coverage: 50% min</p> <p>Area: 100 Acres</p> <p>Street Frontage: 3240' min</p> <p>Open Water: 10 Acres</p> <p>Features:</p> <ul style="list-style-type: none"> • Landscaping per 500' of • Landscaping per 2,500' of • Decorative Lighting • Seating Area 		<p>POCKET PARK</p> <p>Width: 40' min</p> <p>Coverage: 50% min</p> <p>Area: 100 Acres</p> <p>Street Frontage: 3240' min</p> <p>Open Water: 10 Acres</p> <p>Features:</p> <ul style="list-style-type: none"> • Landscaping per 500' of • Landscaping per 2,500' of • Decorative Lighting • Seating Area 	
<p>The POCKET PARK is a small, defined by building frontages and corners of existing streets, parks and areas for civic, social, and commercial purposes.</p>		<p>The POCKET PARK provides green and open space for recreation and gathering for the neighborhood residents and working parents.</p>	
<p>PLAZA</p> <p>Width: 20' min</p> <p>Coverage: 50% min</p> <p>Area: 100 Acres</p> <p>Street Frontage: 3240' min</p> <p>Open Water: 10 Acres</p> <p>Features:</p> <ul style="list-style-type: none"> • Landscaping per 500' of • Landscaping per 2,500' of • Decorative Lighting • Seating Area 		<p>MID-BLOCK PASSAGE</p> <p>Width: 8' min</p> <p>Coverage: 100% min</p> <p>Area: 100 Acres</p> <p>Street Frontage: 3240' min</p> <p>Open Water: 10 Acres</p> <p>Features:</p> <ul style="list-style-type: none"> • Landscaping • Decorative Lighting • Seating Area 	
<p>The PLAZA is a small, defined by building frontages and corners of existing streets, parks and areas for civic, social, and commercial purposes.</p>		<p>The MID-BLOCK PASSAGE provides mid-block pedestrian access and activates courtyards, cafes and seating areas not fronting a street, etc.</p>	

Lot Standards

The PUD should include lot standards for each lot type including lot width, setbacks, height, parking location, etc. The plan should include a diversity of housing types.

The following lot standards should apply:

The Village, Community Type Zoning Code

The following table and graphics outline standards for the Edge, Center and Core zoning districts within the Indigo Lakes Village Community.

	EDGE RESIDENTIAL	CENTER RESIDENTIAL	CORE RESIDENTIAL	
LOT	 Lottery 20' set-backs 25'	 Lottery 25' set-backs 25'	 Lottery 25' set-backs 25'	<ul style="list-style-type: none"> The building space shall not exceed the height and area of the lot's original setback percentage of the lot area. Minimum lot width shall be 25 feet. Minimum lot depth shall be 25 feet. Minimum lot area shall be 2,500 sq. ft. Minimum lot width shall be 25 feet. Minimum lot depth shall be 25 feet.
PORCH & BALCONY	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	<ul style="list-style-type: none"> The front porch shall be 10 feet wide. Front porch shall be 10 feet wide.
CURTAIN WALLS	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	<ul style="list-style-type: none"> Curtain walls shall be 10 feet high.
PARKING	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	<ul style="list-style-type: none"> On-site parking shall be located on the side of the lot and shall be 10 feet wide. On-site parking shall be located on the side of the lot and shall be 10 feet wide. On-site parking shall be located on the side of the lot and shall be 10 feet wide. On-site parking shall be located on the side of the lot and shall be 10 feet wide. On-site parking shall be located on the side of the lot and shall be 10 feet wide. On-site parking shall be located on the side of the lot and shall be 10 feet wide.
HEIGHT	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	 Lottery 10' set-backs 25'	<ul style="list-style-type: none"> Maximum height shall be 10 feet.
MAX LOT DENSITY	10 units/lot	10 units/lot	10 units/lot	

The EDGE zone is available for apartment or single-unit private areas and includes garages and optional guest units. There are no setbacks for these zones.

The CENTER zone is available for townhomes and single-unit private areas.

The CORE zone is comprised of long type residential areas to create a more urban atmosphere for retail and office use. There are no setbacks for these zones.

Architectural Standards

Architectural standards should specify the southern vernacular to achieve the community vision. The plan should include front porch standards as depicted in the graphical standards (setbacks, width, and depth) as porches are an important element of the Florida vernacular style.

Regulating Plan

The PUD **will** include a Regulating Plan that includes the block configuration; an interconnected network of streets; an open space network; lot and architectural standards; and a sunset clause.

The PUD **will include architectural standards that meet Florida vernacular design criteria.**

Sunset Clause

The following clause should be added to the PUD:

Construction plans consistent with this PUD, City regulations and other jurisdictional and/or legal requirements must be submitted to the City and receive City approval within 2 years of the Effective Date of this ordinance. Actual construction consistent with this PUD and all approvals (including construction plan approval) must commence on the Property within 2 years of construction plan approval without a lapse of construction. Construction shall include infrastructure and groundwork, as well as home building. If construction plans are not timely submitted and approval received, or actual construction fails to begin as required herein, or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City Council grant a twelve month extension to submit and receive construction plan approval prior to expiration.

BUDGET IMPACT:

There are no budgetary impacts.

LEGAL NOTE:

The City Council is authorized pursuant to F. S. 166.041 and Sec. 153-118 of the City's Land Development Code to approve PUD zoning ordinances. The PUD zoning ordinance is consistent with the City's Comprehensive Plan. The PUD allows and provides for deviations from the City's Land Development Code which is permitted with Council approval.

STAFF & ADVISORY RECOMMENDATIONS:

Recommended with conditions by Community Development Staff.
P&Z Board Members voted 3 to 2 denial of Ordinance 2019-55.

ATTACHMENTS:

1. Attachment 1
 - PUD Amendment Ordinance 2019-55 without above conditions, legal description, and continuance letter from applicant.
2. Attachment 2
 - Application Submittal
3. Attachment 3
 - Public Notice Support Documentation

Outstanding Items to Address with Applicant Prior to City Council Hearing

- Vernacular architectural standards: Checklist of elements, must meet certain number of criteria
- Block configuration, retain 1,800 linear foot block perimeter and remove 500-foot length requirement
- Greenway open space standards: allow for lower percentage of street frontage along greenway
- Curb radii to follow FDOT Greenbook Chapter 19 standards
- Stormwater ponds to be unfenced and amenitized
- Black vinyl-coated chain link fencing permitted around playgrounds and dog parks
- Historic canopy tree protections
- Research liability and costs associated with public facilities located within HOAs

ORDINANCE 2019-55

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING THE CITY OF GROVELAND PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREIN DESCRIBED PROPERTY WITHIN THE CITY OF GROVELAND, FLORIDA, 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.

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

Section 1: Purpose and Intent.

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

Section 2: Legal Description.

The property that is subject to this Ordinance (the "Property") consists of approximately 155 gross acres being more particularly described in **Exhibit "A"** attached hereto and incorporated herein.

Section 3: Zoning Classification.

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

A. General

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

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

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

B. Purpose

The purpose of this PUD is to:

1. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
2. Develop a residential area that is safe, comfortable and attractive to pedestrians;
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space;
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups and residential preferences, so that the City's population diversity may be maintained;
6. Provide connectivity and a safe and comfortable transportation design for residents including pedestrian and bicycle trails, transit and vehicular roads;
7. Foster the development of complete communities that allow residents to meet their daily needs within walking distance; and
8. Retain a significant portion of the land within the project as Conservation lands.

C. Land Uses

Allowed uses within the PUD include single-family detached residential uses, commercial (C -2 uses) and related accessory uses, including, but not limited to, recreational uses and facilities. Institutional/public facility uses shall also be allowed in locations generally depicted on the Conceptual Development Plan attached hereto as **Exhibit "B,"** which plan was last revised on XXXX, XX, 2019, by Knight Engineering Services and is made an integral part of this PUD. In addition, agriculture uses shall be allowed in areas within the PUD that have not been developed for another allowed use. Mobile or manufactured homes shall be prohibited.

The approximate acreage devoted to each land use shall be generally as follows:

Residential:	+/- acres
Commercial:	+/- acres
Dry Retention/Landscape buffers/Other Open:	+/- acres
Space Wetlands and Lakes:	+/- acres
Amenities and Public Facilities Road Right-of-Way:	+/- acres

D. Residential

The PUD shall not exceed 450 residential units, comprising of single-family homes. All or any portion of the residential development may be age-restricted and/or gated.

E. Commercial/Office/Community Facilities

An area of 5.81+/- acres is identified for commercial facilities. Within this area a maximum of 60,000 square feet of commercial development will be permitted.

F. Setbacks

The following minimum setbacks shall apply to single-family detached units and to the perimeter of multi-family residential developments:

Front: Any part of the structure (including but not limited to dwelling, storage, side-loaded garage and porches, but excluding front-loading garage): 15 feet

Front loading garage: 25 feet

Rear: If landscaping is provided along the rear property line to buffer adjacent back yards from the impact of structures, then 10 feet, except 5 feet for pools, pool decks, and patios; ~~if landscaping is provided along the rear property line to buffer adjacent back yards from the impact of structures.~~ Otherwise, the rear setback for structures ~~(except pools, pool decks and patios)~~ shall be 20 feet and 5 feet for pools, pool decks and patios.

Side: 5 feet, except 10 feet for corner lots as measured to the right-of-way line of the street side. An open space tract may be located in said 10 feet setback, as generally depicted on the Conceptual Development Plan.

G. Lot Size

A range of lot sizes shall be provided to create variety and offer opportunity for different income households. The minimum lot size shall be 4,800 square feet for residential lots. Lot size diversity within blocks is encouraged.

H. Dwelling Size

The minimum dwelling size shall be 1,500 square feet for all single-family detached units and 1,200 square feet for all multi-family units, based on heated/air-conditioned space under roof exclusive of garages, carports and porches.

I. Lot Width

In accordance with the principle of providing diversity within the development a variety of lot widths shall be permitted in the range of 40-85 feet. Lot width diversity within blocks is encouraged. However, for any irregularly shaped (e.g., flag, cul-de-sac or pie shaped) single-family detached lots, the minimum lot width may be reduced to 30 feet at the building line with a minimum street frontage of 20 feet.

J. Lot Coverage

Single-family detached lots shall have a maximum lot coverage of 75% to include principal dwelling, all paved areas and swimming pool decks. The impervious surface area for the overall PUD shall not exceed 50%.

K. Height of Structures

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

L. Building Design

Building design will be in accordance with Chapter 137, Article II: Architectural Standards of the City's Land Development Regulations as the same exists on the Effective Date of this ordinance, except that deviations from the following sections are granted for the PUD: Sections 137-76(b) and 145-47(d)(2) (front porches); and Sections 137-77 and 145- 47(d)(3) (garages). The deviations are based on the additional open space and recreational amenities which have been incorporated into the project, as well as the following additional design standards that shall apply to the residential component of the PUD:

1. A diversity of housing styles, shapes and materials will be required in order to create variety in the streetscape.
2. The houses' architectural styles shall be either Florida vernacular, craftsman, or a current interpretation of these styles using architectural principles such as massing, human scale, rhythm, and proportion.
3. House facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. Architectural accents characteristic of the approved styles are strongly encouraged on facades. Except for lots narrower than 50 feet wide, no more than fifty percent (50%) of the front façade of a house shall consist of unarticulated block wall or garage door.
4. All homes shall have carriage style garage doors.

5. All homes shall have paver style driveways.
6. Variations in color shall be required in order to avoid the same principal color on houses next to each other.
7. To ensure visual richness, roofs of the main body of all homes shall be hip, gable or other form of pitched roof. Flat roofs on the main body of a home shall be prohibited. Roof materials shall be either patterned shingles or metal panel
8. Window trim, shutters and/or banding shall be used on the front facade of all residential units. Articulation of side street facades for corner lots shall also be required. On each level or part of the street facing facades, rows of windows shall be spaced evenly and contain consistent sizes and shapes to create visual harmony.
9. To avoid monotony, the same home plan and elevation will not be duplicated directly across the street, on either side of, or diagonally from a particular plan and elevation.
10. Different house sizes and styles shall be integrated architecturally in order to give the development a harmonious appearance.
11. Community Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
12. Individual Lot landscaping shall reinforce and compliment the architectural style. Trees and palms shall be used to frame the street facing entry features and façade elements. Evergreen shrubs and understory trees shall be used to mask utilities and blank areas of side facades visible from the street.
13. Entry/monument signage for the main and secondary project entrances shall feature prominent columns with stone, stucco or similar materials, the project name, references to Groveland and/or the City logo and a decorative fence, as generally depicted on the Conceptual Development Plan.

M. Recreation and Open Space

A minimum twenty percent (20%) of the overall Property will be open space. The open space shall include, but not be limited to, park lands, project buffer areas, drainage areas, retention areas and landscaped areas. Up to 50% of the required open space may be met with wetland preservation or natural water bodies other than Lake Lucy. Up to 10% of the required open space may be met with impervious common area facilities, such as sidewalks, plazas or recreation facilities. Smaller community open space areas such as linear walking/multi-purpose trails, pocket parks, and the like are encouraged.

N. Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property without the proper mitigation and permits approved by the St. Johns River Water Management District. No development except passive recreation, as described in Policy 1.6.3 of the Conservation Element of the Comprehensive Plan, lake access and maintenance, as authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas.

A minimum building setback and upland buffer of 25 feet shall be maintained adjacent to the wetland jurisdiction line, per City of Groveland requirements. No improvements having an impervious surface (with the exception of wet retention areas) may be located within the upland buffer of 50 feet adjacent to the wetland jurisdiction line. Buffer requirements of the St. Johns River Water Management District shall also be maintained adjacent to the wetland jurisdiction line. If required by the St. Johns River Water Management District, the District buffer shall be within a deeded conservation easement.

O. Boat Docks and Prohibition on a Community Boat Ramp Allowing Motorized Watercraft

Communal docks, parks, observation areas and non-motorized canoe/kayak launches shall be allowed on Lake Lucy. A communal boat ramp allowing motorized watercraft is prohibited. Residents may seek permits for private individual docks. No overnight mooring of boats or other watercraft shall be allowed on any communal dock in the project.

P. Potable Water and Wastewater

The project shall connect to the City potable water system and the City sanitary sewer system prior to any certificate of occupancy being issued for any structure (except temporary construction uses) on the project. Reuse lines shall be installed for irrigation of residential lots and common areas; however, until such time as reuse service becomes available, irrigation of residential lots and common areas may be provided by an on-site irrigation system, wells or by potable water. If the City requires upsizing of utilities beyond that necessary to serve the project, the City will reimburse the Developer for the cost of any upsizing pursuant to a utility agreement with the Developer.

Q. Solid Waste

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

R. Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s) and/or CDD if established.

S. Transportation

There shall be a minimum of two (2) ingress and egress points for the project. These shall be in the approximate locations shown on the Conceptual Development Plan. Streets within the project shall have a minimum fifty-foot (50') right-of-way with a minimum twenty-four foot (24') pavement width and two-foot (2') curb and gutter on each side. Provision shall be made for underground utilities.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities. Construction access shall be in accordance with the permitting requirements of the City, Lake County and Florida Department of Transportation, as applicable, and shall also comply with National Pollutant Discharge Elimination System (NPDES) permit requirements.

The use of golf carts on internal streets shall be allowed, if allowed by the homeowner's association governing the Property. No golf cart use shall be allowed on Villa City Road or external to the Property.

A twenty-five percent (25%) reduction in parking requirements shall be allowed for the commercial portions of the PUD, due to the emphasis on community commercial and pedestrian, golf cart and bicycle access. Golf cart parking may be allowed, but shall not count toward the vehicular parking requirements.

A fifty percent (50%) increase shall be required in the bicycle parking/storage facilities required for the commercial portions of the PUD.

T. Streets, Sidewalks and Trails

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and adjacent residential community areas. A minimum of a five-foot (5') sidewalk shall be constructed along both sides of all streets within the project. All streets shall be constructed to the City of Groveland standards. Public streets within the project shall be dedicated to the City. Gated and other private streets shall be owned and maintained by an owner's association or CDD. A minimum of two (2) off-street parking spaces in excess of garage parking shall be required for each single-family detached residential unit constructed in the project.

The City agrees to vacate the existing right-of-way within the boundaries of the development prior to/or concurrent with any new right-of-way dedication or platting.

A typical street layout is illustrated at **Exhibit B**.

A trail that measures 7,000+/- linear feet shall be constructed as illustrated in Exhibit B.

A minimum 8' wide multi-purpose path shall be constructed along the project boundary with Villa City Road. Such multi-purpose path may be located in the right-of-way and/or in the landscape buffer.

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

U. Grading

Cut and/or fill within the Property shall be limited to 15' maximum from existing elevation.

V. Landscape Buffers

Landscape buffers within the project shall comply with City Land Development Regulations (including for installation, irrigation and plant materials), and a minimum thirty (30) foot- wide landscape buffer shall be provided along those areas where the perimeter of the PUD abuts Villa City Road.

Additionally, the community will feature native landscaping within the common areas.

Landscaping along rear lot lines shall be encouraged, to be installed when the home is constructed on each lot, and shall be required if the setback utilized is less than 20'.

W. Tree Replacement

Tree replacement within the project shall comply with City Land Development Regulations except as modified herein. Owner shall locate and map all protected trees 8" or above in diameter at breast height or 54" above grade. Owner is not required to locate, map or protect trees less than 8" diameter at breast height or 54" above grade, whether on the protected list or not. Protected trees of 36" or above in diameter at breast height or 54" above grade must be preserved unless such tree is located within the area where any building, roadway, pavement, retention pond or other improvement is proposed to be constructed, or where a grade change necessary to proposed development of the site will be made which is too severe for the tree to survive, or within a five-foot offset of the footprint for the residence. If after such removal the lot will not contain the minimum number of trees required for the lot by the City Land Development Regulations, then owner shall be required to plant the amount of substitute trees required to comply with such regulations on such lot or within the common areas. The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height with replacement trees of the types listed

in Sec. 133-38 or of any other variety approved by the building and zoning official. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the applicable phase of the subdivision or city accepting the conveyance of infrastructure improvements and real property for such phase, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. Lots up to 6,000 square feet in size shall contain no less than 2 protected trees, neither of which may include a street tree. Lots over 6,000 square feet in size shall contain, at a minimum, the number of protected trees required for such lot(s) by Sec. 133-127(a)(1). The following shall not count as a protected tree: trees listed in Sec. 117-21 of the City Land Development Regulations; pine trees and other trees associated with a bona fide agriculture operation; and trees less than 8" in diameter at breast height or 54" above grade.

X. Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer. In accordance with Dark Sky standards, full cutoff lighting fixtures that are fully shielded and produce downward directional lighting shall be used for streetlights in order to minimize glare, overhead sky glow and light trespass. The streetlights shall be owned and maintained by the homeowners' association or CDD to the extent such responsibilities are not assumed by the electric utility provider. In the event the street lighting fixtures required by this paragraph are not authorized by the electric utility provider, then the developer shall coordinate with City staff to select an alternate fixture that is approved by the electric utility provider and most closely reflects the intent of this paragraph. A lighting/photometric plan shall be submitted to the City as part of an application for construction plan approval.

Y. Utilities

All utilities shall be underground and may be constructed in phases, in accordance with a phasing plan approved by City staff. City acknowledges it has sufficient capacity to service the project with potable water and sanitary sewer service.

Z. Signage

Allowed ground signage, monument signage and way finding signage for the project is depicted on the Conceptual Development Plan. Additional signage may be approved by City staff in accordance with the City Land Development Regulations.

AA. Maintenance of Common Areas

Maintenance of all common areas within the residential component of the project shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision and/or a CDD.

BB. Community Development District

The Developer may create a community development district ("CDD") pursuant to Chapter 190, Florida Statutes, in order to provide for the financing, management and control of common areas and infrastructure for all or any part of the project or for any other purpose allowed by law. By inclusion of this language within the PUD the City is not consenting to its creation.

CC. Impact Fees

The Developer acknowledges that the City of Groveland has impact fees for water, wastewater, fire, police and recreation, and administrative facilities and that the project shall be subject to such impact fees. Impact fees for the project shall be paid in accordance with the City Land Development Regulations.

DD. Uncovered Artifacts During Construction

Development shall cease construction activities on a development site when unidentifiable artifacts are uncovered during either land preparation or construction. The developer shall notify the City of such potential discovery, and the City and/or developer shall contact the Florida Department of State of such discovery. Construction shall not resume in the affected area until the State has determined the archeological significance of the discovery and the restrictions which shall be imposed on development. Development may continue in other areas of the project which will not impact the site of the discovery.

EE. Amendments

Any substantial deviation from the Conceptual Development Plan, or any deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances. The following criteria shall be used to identify a substantial deviation to the Conceptual Development Plan: (1) a change which would add a new land use not previously approved by this PUD; (2) a change which would increase the overall density or intensity approved for the Property by this PUD; or (3) a reduction in the number or substantial change in the location of external access points shown on the plan. All other changes to the Conceptual Development Plan, and any modifications to any design or other development standards contained in the Land Development Regulations of the City that may be required to effectuate such changes and are consistent with the City's Comprehensive Plan, shall be considered non-substantial and subject to administrative approval by City staff. In approving a modification to a design or development standard contained in the Land Development Regulations, City staff may impose one or more conditions that are reasonably calculated to mitigate the identifiable land use impacts of the

modified standard, if any. For avoidance of doubt, a change to a development standard that is set forth in both the Conceptual Development Plan and in this Ordinance shall require approval by the City Council in accordance with the legal procedures to amend zoning ordinances.

FF. Expiration of PUD

Unless an extension is approved by City staff, this PUD shall expire if no infrastructure construction has commenced on the Property within five (5) years following the Effective Date of this Ordinance. Any request for extension must be submitted to the City by the applicant prior to the PUD expiring.

Section 4: Consistent with Comprehensive Plan.

That the herein described PUD is consistent with the Comprehensive Plan of the City of Groveland, Florida.

Section 5: Official Zoning Map.

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

Section 6: Severability.

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

Section 7: Conflict.

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

Section 8: Effective Date.

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

PARCEL 1:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTHEASTERLY OF C.R. 565, IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

ALSO

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

TRACTS 53 AND 54, GROVELAND FARMS, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:

TRACTS 59 AND 60, IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, IN GROVELAND FARMS, RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

PARCEL A: THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL B: THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL C: THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL D: THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4, EAST OF ROAD, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL E: THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 EAST OF ROAD, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL F: ALL OF TRACTS 35, 45 AND 46, LYING EAST OF C.R. ROAD 565, AND THAT PART OF THE EAST 297 FEET OF TRACT 36, LYING EAST OF C.R. ROAD 56,5 ALL LYING AND BEING IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, GROVELAND FARMS, RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

- THE ABOVE DESCRIBED PARCELS CONTAIN 162.756 ACRES MORE OR LESS. OF THAT 116.947 ACRES UPLAND AND 45.809 ACRES WETLAND.**