AGENDA
TAVARES CITY COUNCIL

FEBRUARY 18, 2015
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

(Members of the public wishing to speak on an item that is on the agenda must fill out a Request to Speak from available from the City Clerk or at the Council Meeting prior to the meeting being called to order. In addition, the Mayor will ask for comment under the agendized item titled "Audience to be Heard" for matters not on the Agenda. For further information contact the City Clerk at (352) 742-6209 or nbarnett@tavares.org)

I. INVOCATION & PLEDGE OF ALLEGIANCE

Tom Cavanaugh, First Baptist Church of Mt. Dora

II. CALL TO ORDER

III. APPROVAL OF AGENDA

(The City Council Agenda is subject to change at the time of the Tavares City Council Meeting)

IV. APPROVAL OF MINUTES

Tab 1) Minutes of January 21, 2015 Regular Council Meeting

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Officer of the Year — **Stoney Lubins**

Tab 3) Rotary International Day – March 13, 2015 — **Mayor Smith**

VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 4) Use of Police Forfeiture Funds — **Stoney Lubins**

Tab 5) Approval of Agreement for Air Boss Services & Air Show For Planes, Trains & BBQ Event — **John Drury**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

Tab 6) Ordinance #2015-01 – Rezoning – 101 Acres of Vacant Land South of Slim Haywood Avenue, North of Camp Road, West of SR 19 – Lane Park LLC (ShantiNiketan) — **Jacques Skutt**

RESOLUTIONS

Tab 7) Resolution #2015-03 - Approval of Watershed Plan to Support the Regional Water Management Plan for Caloosahatchee Watershed — **Brad Hayes**

X. GENERAL GOVERNMENT

Tab 8) Request to Purchase Property Adjacent to Water Treatment Plant #1 to Relocate Wells — **Brad Hayes**

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 9) City Administrator — **John Drury**

Tab 10) Council Reports — **City Councilmembers**

F.S. 286.0105 □If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352) 253-4546.

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JANUARY 21, 2015
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT **ABSENT**

Kirby Smith, Mayor
Bob Grenier, Vice Mayor
Lori Pfister, Councilmember
Lisa Johnson, Councilmember
Robert Speaks, Councilmember

STAFF PRESENT

John Drury, City Administrator
Robert Q. Williams, City Attorney
Susie Novack, Deputy City Clerk
Bill Neron, Economic Development Director
Brad Hayes, Utility Director
Lori Houghton, Finance Director
Chris Thompson, Public Works Director
Joyce Ross, Communications Director
Tammey Rogers, Community Services Director
Richard Keith, Fire Department
Jacques Skutt, Director of Community Development
Stoney Lubins, Police Chief

I.INVOCATION AND PLEDGE OF ALLEGIANCE

Chief Keith, Fire Department, gave the invocation and led those present in the Pledge of Allegiance.

II. CALL TO ORDER

Mayor Smith called the meeting to order at 4:00 p.m.

Mayor Smith noted hearing devices available at the entrance table. He said Request to Speak forms are available for anyone who wished to speak to Council, and asked that the completed forms be turned in to Chief Lubins. Mayor Smith also requested that cell phones be silenced.

III. APPROVAL OF AGENDA

Mayor Smith asked if there were changes to the agenda. Mr. Drury said there were none. He noted that agenda summary updates for Tab 2 and Tab 14 have been provided.

MOTION

Robert Speaks moved to approve the agenda, seconded by Lisa Johnson. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

MOTION

Robert Speaks moved for the approval of the minutes of December 17, 2014 as submitted, seconded by Bob Grenier. The motion carried unanimously 5-0.

V. PUBLIC HEARING FOR ACCEPTANCE OF ASSESSMENT ROLL FOR SUNSET VIEW/THREE LAKES WATER & SEWER PROJECT

Tab 2) Public Hearing for Sunset View/Three Lakes Water & Sewer Project

Ms. Houghton said this is a Public Hearing for the Sunset View/Three Lakes Park to approve the special assessment roll and map to establish and determine the benefited properties for Water and Wastewater improvements, and a proportion of benefits to be derived by each property to be assessed for the Sunset View/Three Lakes Special Assessment area. Ms. Houghton provided the following report:

> City Council will determine whether benefited properties currently shown as excluded (no assessment agreement on file, but buildable lot/alternate key) on the Assessment Roll *shall be included* in determining the number of assessable properties for calculating the pro-rata share of each property's assessment with the City picking up the excludable properties assessment until such time as they request connection to City services or become a forced connection by action of law.
>
> The City has worked with homeowners at Sunset View subdivision for approximately five (5) years in order to provide water and sewer services to the Sunset View homes to address their failing septic tanks and poor drinking water situation.
>
> At the December 3, 2014 Council Meeting, Council requested the calculation for including all buildable properties within the Sunset View/Three Lakes Assessment area as this would reduce the assessment for each property. This would result in spreading the assessable costs over 63 properties instead of 53, and would reduce the assessment amount from $20,854.72 to $17,544.44 for each property. The City would then assess and collect on the current 53 lots that have signed agreements this year when they are connected, and postpone (and track) collection of the 10 remaining properties (shown as excluded) until the property owners request water/wastewater service connections. In the future at such time as those 10 property owners connect, they would pay:

- $17,544.44 plus interest for their share of the project costs – lump sum (no payment plan would be available)
- Impact fees as of date of connection – lump sum (impact fees are currently valued at $5,858.14)
- Meter and Connection Fees
- Any other fees in effect at the time of connection

The Assessment Roll currently shows the assessment for 53 properties with signed agreements, and the assessment if all 63 properties are included.

Staff has received inquiries from some residents as to whether a hardship program would be available. Preliminary research indicates that Cities that do offer a hardship program do so by reducing or waiving impact fees. In this case all impact fees have been waived for the 53 who plan to connect this year.

Below is a summary of the things the City has done to reduce any hardships on the 53 who are connecting this year:

1. The City has waived impact fees for this project which reduces the cost for each of the 53 connections by $5,858.14.
2. The City will provide financing (for those who need it) of the assessment cost over 10 years instead of requiring a lump sum payment. This reduces the cost from a lump sum fee of $20,854 down to monthly payments estimated at $209.31.
3. Should the Council include all 63 properties within the assessment area the cost is further reduced from $20,854 down to $17,544.44 or additional $3,310 in savings per property. This also reduces the estimated monthly payments from $209.31 down to $176.09.

If the City puts forth additional Hardship programs beyond the above, then the City would need to identify a source of funding, establish criteria for what would constitute financial hardship and then obtain the following information from property owners that apply in order to sustain that a financial hardship is present:

<u>OPTIONS</u>:

1. Move to approve the Sunset View/Three Lakes Assessment Roll and include only the signed 53 properties in determining the cost for each assessed property. (The total cost of $1,105,300 is divided by 53 with each of the 53 properties paying $20,354.72 plus interest amortized over 10 years, and Alternate Key 1308046 [Buzzard Beach Bar] will pay an additional $16,000.)

2. Move to approve the Sunset View/Three Lakes Assessment Roll and include all buildable properties as indicated on the assessment roll, 63 properties. (The total

cost of $1,105,300 is divided by 63 with each of the 53 signed properties paying $17,544.44 plus interest amortized over 10 years, and Alternate Key 1308046 [Buzzard Beach Bar] will pay an additional $16,000. The 10 properties indicated as excluded will be required to pay the assessment amount of $17,544.44 plus interest at the time of connection plus impact fees, meter fees, and connection fees.

Ms. Houghton said staff recommends approval of Option No. 2 - Move to approve the Sunset View/Three Lakes Assessment Roll and include all 63 buildable properties as indicated on the assessment roll, with each of the 53 signed properties paying $17,544.44 plus interest amortized over 10 years. Ms. Houghton said the debt service for the loan will be paid from special assessments received from the benefited properties.

Attorney Williams said any assessed owner also has the opportunity to pay the assessment in full with no interest.

Mayor Smith asked Council for any questions or comments.

Mayor Smith invited comment from the audience.

Bob Burney, 12314 U.S. 441, Lot 15, noted his support for Option 2. He asked if the same system was being used on the 11.6 acres that was annexed into the City in December. Mr. Drury said Palm Gardens was not provided a financing option.

David Betts, Three Lakes Park, 12215 U.S. 441, inquired about installing a pump grinder every 4 to 8 houses instead of each individual house for cost savings. Mr. Hayes said a grinder pumps will be owned by each homeowner to make it fair and equitable with no issues regarding who would be responsible for maintenance. Mr. Betts asked if the Park could be responsible for maintaining the pumps on every 4 to 8 homes. Mr. Drury said that could have been an option negotiated with the HOA but it was not done in this case.

Roy Carter, 12227 Lakeside Lane, Sunset View, provided a copy of his presentation to Ms. Novack. Mr. Carter said he represents a majority of the Sunset View residents who agree with the Staff recommendation. He said he would like to see the following addendums:

- Requested no pre-payment penalty. Attorney Williams said there were none.
- Requested the plan to be set up under simple interest. Attorney Williams said that is not included in the actual agreement but that is what the State Statute requires.
- Requested that the residents account deposits of $175 be waived.

Robert Manguy, Three Lakes Park, 12315 U.S. Hwy 441, inquired about the not-to-exceed cost to the residents. He said that it could be arranged for the HOA to pay for and maintain the grinder pumps. Mr. Drury said there will be one more meeting at the end of the project where the true costs will be determined and the city is confident that the price indicated is accurate. Mr. Drury said the maximum not to exceed is $25,000. Attorney

Williams said the only way the cost would go up [from $17,544.44] is if there was an unforeseen circumstance and costs, or it was completed at a lesser cost. Mr. Drury said the time to have considered reducing the number of pumps would have been 3-4 years ago when the city was negotiating with the HOA. There would now be costs associated with re-designing, reengineering and rebidding for larger pumps. Mr. Manguy noted his preference for Option 2.

Dave Schell, Three Lakes Park, 12314 U.S. Hwy 441, Lot 27, said he is a current board member of the Three Lakes Park. He thanked the City and said the grinder pump issue never came before his board. He said the design of having each homeowner responsible for their own pump is preferred. He said that there is a consensus of those in the park that favor a fair assessment of all of the 63 properties participating.

Attorney Williams said he has been working with Three Lakes and Sunset View for many years. He said the TLP area has had substandard utilities and water systems and that this project has been designed so that there would be a municipal quality of Utilities provided that will be sustainable and last for many years.

Mayor Smith asked for questions and comments from Council.

MOTION

Lori Pfister moved for approval of Option 2, seconded by Bob Grenier. The motion carried unanimously 5-0.

VI. PROCLAMATIONS/PRESENTATIONS

Tab 3) Recognition of Retirement of Bill Neron

Mayor Smith presented Mr. Neron with a Proclamation in honor of his retirement after a successful 8 years as Economic Development Director with the City of Tavares and 46 years in Florida government.

Tab 4) Presentation by the Metropolitan Planning Organization Regarding Paving Management Program

Mr. Thompson said the city entered into a contract with Southeastern Surveying to conduct a pavement condition inventory of all the City's streets and an interlocal agreement was entered with Lake-Sumter Metropolitan Planning Organization to develop a multi-year pavement management and budget program.

T.J. Fish, Director, Lake-Sumter MPO, introduced Gordon Dearing, Vanasse Hangen Brustlin, Inc., who made a presentation on the pavement management and budget program report which included background information on pavement management concepts, an updated pavement index, recommended maintenance methods and costs, along with multiple budget scenarios.

Mr. Drury said that each year an annual budget will be developed with a capital improvement program which will include resurfacing roads. He said the goal was to have an independent review and road recommendations. He said the city has done a good job on maintaining its streets and it is important to inventory all streets in our older subdivisions to have a roadmap and plan for the future that can be used in the budgeting process.

Mayor Smith asked for questions and comments from Council.

Councilmember Speaks stated his support for road maintenance.

Mr. Fish welcomed Councilmember Johnson to the MPO governing board and said the annual MPO Horizon Awards will be held Wednesday, January 28, 2015. Mr. Fish said the City of Tavares has been nominated for the Alfred and Caroline Street Project. He said it has been great working with Mr. Neron.

VII. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE CONTACTS

Attorney Williams advised that there are two variance requests that are quasi-judicial matters, Tab 7 (Resolution 2014-31) and Tab 8 (Resolution 2014-32). He asked those who wished to speak to stand and be sworn in. He asked Council if they wished to declare any ex parte communications. Councilmember Speaks said he spoke with Mr. Cutler regarding Tab 8, and Mayor Smith said he spoke with Mr. Belanger regarding Tab 7.

VIII. READING OF ALL ORDINANCES/RESOLUTIONS

Ms. Novack read the following ordinances/resolutions by title only:

ORDINANCE NO. 2014-20

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, WHICH GRANTS A FRANCHISE TO SUMTER ELECTRIC COOPERATIVE FOR CONSTRUCTING, MAINTAINING AND OPERATING AN ELECTRIC DISTRIBUTION SYSTEM IN THE CITY OF TAVARES, FLORIDA; EXTENDING THE TERM OF THE FRANCHISE UNTIL DECEMBER 31, 2044; PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2014-21

AN ORDINANCE AMENDING SECTIONS 17-75 AND 17-77 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO STORM WATER DRAINAGE UTILITY FEES; INCREASING SAID FEE TO $7.00/ESFU AS APPROVED IN THE FISCAL YEAR 2015 ADOPTED BUDGET; PROVIDING FOR AN EFFECTIVE DATE

RESOLUTION 2014-31

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, MINIMUM FRONT YARD, REAR YARD, AND SIDE YARD SETBACKS FOR A RESIDENTIAL SINGLE FAMILY (RSF-A) ZONING FOR PROPERTY LOCATED AT 1420 LAKE DORA DRIVE, TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2014-32

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, MINIMUM REAR YARD SETBACK FOR A RESIDENTIAL SINGLE FAMILY (RSF-1) ZONING FOR PROPERTY LOCATED AT 116 E DELAWARE ST, TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2015-01

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, THANKING THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE EMPLOYEES OF THE LAKE COUNTY PUBLIC WORKS DEPARTMENT FOR THEIR SUPPORT, PROFESSIONAL MANAGEMENT AND OUTSTANDING PUBLIC RELATIONS DEMONSTRATED THROUGHOUT THE ALFRED AND CAROLINE STREET ONE-WAY PAIR CONSTRUCTION PROJECT IN THE CITY OF TAVARES.

IX. CONSENT AGENDA

None.

X. ORDINANCES/RESOLUTIONS

ORDINANCES - FIRST READING

ORDINANCES - SECOND READING

Tab 5) Ordinance 2014-20 – Extension of Franchise Agreement with Sumter Electric Cooperative

Attorney Williams said this is the renewal of a franchise agreement with Sumter Electric Cooperative where the utility company compensates the city with a franchise fee for the right to use the city streets and rights of way for wiring. He said this general revenue resource is approximately $500,000 per year.

MOTION

Robert Speaks moved for approval of Ordinance 2014-20, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 6) Ordinance 2014-21 – Amendment to Stormwater Ordinance to Reflect Approved FY 2015 Budget

Ms. Houghton said this is a housekeeping measure to bring our Ordinances up to compliance with the 2015 Adopted Budget. Ordinance 2014-12 amends Section 17.75 (A) of the Land Development Regulations for Stormwater rates. She said that during the FY 2015 budget preparation stormwater fees were adjusted to $7.00 per ERU to create a balanced budget. The city's rate consultant, Mike Rocca, Raftelis and Associates, prepared and presented a rate study for the Water, Sewer, Reclaim and Stormwater utilities to meet operational costs and debt service obligations for the Downtown CRA Stormwater Improvement Program. The City Land Development Regulations need to be updated to reflect this rate. Ms. Houghton said staff recommends approval of Ordinance 2014-21.

Mayor Smith asked what happens if the Ordinance does not pass. Ms. Houghton the budget would need to be adjusted. He noted that he is not in support of a stormwater increase.

Mayor Smith asked for questions and comments from Council.

MOTION

Robert Speaks moved for Approval of Option 1 [Approve Ordinance 2014-21, which amends Section 17.75 (A) of the Land Development Regulations to reflect the monthly Storm water drainage utility fee of $7.00 per month for each single family dwelling unit], seconded by Bob Grenier. The motion carried 4-1 as follows:

Bob Grenier:	**Yes**
Lisa Johnson:	**Yes**
Lori Pfister:	**Yes**
Kirby Smith:	**No**
Robert Speaks:	**Yes**

RESOLUTIONS

Tab 7) Resolution 2014-31 – Residential Setback Variance – 1420 Lake Dora Drive

Mr. Skutt said this is an application for a variance to reduce the front, rear, and side yard setbacks for property located at 1420 Lake Dora Drive. He said the property owner wishes to remodel his home and construct a porte-cochere on the front of the existing home with a front yard setback of 5 feet 9 inches from the right of way which translates into 19 feet from the edge of the pavement. He also wishes to put an addition to the rear of the existing home with a rear yard setback of 26 feet 3 inches, and a shed in the rear yard with a western side yard setback of 5 feet. The property is a legal non-conforming, undersized lot in the RSF-A zoning district. He said

many of the homes and accessory structures on the same section of Lake Dora Drive project into the required front, rear, and side yard setbacks and are undersized lots. The Planning and Zoning Board voted unanimously to recommend approval; Staff recommends approval. No objections have been received regarding the application.

Daniel Belanger, 1420 Lake Dora Drive, said this will be a great improvement to the property.

Mayor Smith asked for questions and comments from Council. Mayor Smith said he looked at the property and it appears that it will be an enhancement to Lake Dora Drive.

MOTION

Lori Pfister moved for approval, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 8) Resolution 2014-32 – Residential Setback Variance – 116 E Delaware Street

Mr. Skutt said this is a variance application to reduce the rear yard setback at 116 E Delaware Street. The applicant, William Cutler, has requested a reduction of the required rear yard setback of 20 feet to 17 feet 4 inches to construct a screened enclosure with a hard roof. The property is zoned RSF-1 and backs up to a wetland area and should not impact a neighboring single family resident. The Planning and Zoning Board voted unanimously to recommend approval; Staff recommends approval. No objections have been received regarding the application.

Mayor Smith asked for questions and comments from Council.

MOTION

Robert Speaks moved for approval of Resolution 2014-32, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 9) Resolution 2015-01 – Appreciation to Lake County Public Works Department and Board of County Commissioners for Completion of Alfred Street One Way Pair Project

Mr. Skutt said this is a resolution that memorializes our appreciation to Lake County Board of County Commissioners as well as the Lake County Public Works Department for their support provided to the City in the completion of the Alfred Street Project. The Alfred Street Project has been a 10 year endeavor, the Lake County Board of County Commissioners funded the project and their staff has assisted Tavares with funding, technical advise, and inspection oversight. Throughout the entire project, Lake County staff has consistently shown professionalism and outstanding customer service to the City of Tavares, residents, and businesses. He said staff would like to present the resolution to the county at their next commission meeting. Staff recommends approval.

Mr. Drury said he would like to add the County Attorney's office in the resolution as they assisted the city with all of the contracts.

Mayor Smith asked for questions and comments from Council.

MOTION

Robert Speaks moved for approval of Resolution 2015-01, with the recommendation that the County Attorney be added, seconded by Bob Grenier. The motion carried unanimously 5-0.

Mr. Drury asked the Mayor to join him in presenting the resolution at a County Commission meeting. He said at that time the resolution will be read into their record.

XI. GENERAL GOVERNMENT

Tab 10) Update on Golf Cart Crossing at US 441 and Saint Clair Abrams – FDOT Application

Mr. Skutt said that during the summer of 2014, staff recommended FDOT grant the city a golf cart crossing at St. Clair Abrams and U.S. 441. He said the city has received a response back from FDOT stating that they have identified too many safety concerns to permit the requested golf cart crossing. He said their main concern was the number of lanes to be crossed. Staff recommends a move to accept FDOT's decision to deny a golf cart crossing over US 441.

Mr. Drury said the city could revisit the request in a year after other FDOT grant projects and negotiations are completed.

Councilmember Pfister said she would like to continue to pursue the request by requesting assistance through the state representatives. She said the city could also contact FDOT regarding the replacement of the bridge cross-walk that was removed with the widening of U.S. 441.

Mayor Smith noted his support in FDOT replacing the bridge cross-walk if they do not wish to allow golf cart crossing.

Vice Mayor Grenier noted his support for continuing the line of communication open regarding the golf cart crossing.

Councilmember Speaks suggested contacting the Lake County constituency in Tallahassee such as Alan Hays and Jennifer Sullivan.

There was a consensus from Council to pursue the golf cart crossing as expressed.

Tab 11) Board Appointments – Police and Fire Pension Boards

Mayor Smith recommended the appointment of Richard Keith to the Fire Pension Board and Sarah Coursey to the Police Pension Board.

Bob Grenier moved for approval, seconded Robert Speaks. The motion carried unanimously 5-0.

Tab 12) Charter School Research Information

Mr. Drury said the board requested staff to conduct research on Charter Schools. He said the research was educational and the information has been provided including laws, budgets, and starting a charter school. He said that it is a long process generally grass-roots driven. Mr. Drury said if Council wishes to move forward then funds will need to be budgeted and a professional consultant will need to be hired. He said he is available for questions.

Councilmember Pfister said the city cannot afford the cost at this time without an endowment and encouraged the public to become involved.

Mayor Smith thanked staff for providing the research information.

Tab 13) Renaming of Civic Center

Ms. Rogers said that during the December 3, 2014 City Council Meeting, Councilmember Pfister requested that consideration be made into renaming the Tavares Civic Center to the Tavares Senior Center. Ms. Rogers provided a background of programs that are currently provided at the Civic Center as well as some options for discussion.

Councilmember Pfister said she does not want any senior programs to be moved out of the downtown and would like to see even more programs available. Ms. Pfister said that a dedicated Senior Center may provide the city with additional grant monies. Ms. Pfister said she would like the demographics of the city.

Mayor Smith, Councilmember Speaks, Vice Mayor Grenier, and Councilmember Johnson stated their preference to keep the name as the Tavares Civic Center. Vice Mayor Grenier said the Civic Center façade needs improvement.

MOTION

Lori Pfister moved to keep the Tavares Civic Center name, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 14) Update on Purchase of Lake County Records Center Building

Mr. Drury stated the history and background of the Lake County Records Center building purchase. He said the Interlocal agreement signed with the County in 2010 authorized City and County to obtain their own appraisals or share one appraisal. The city obtained an appraisal for the building and generator at a total appraisal amount of $950,000. The county obtained an appraisal for the building and generator at a total appraisal amount of $1,210,000. The agreement process to purchase is to take an average of the two appraisals ($1,080,000), provide the County with a 5% deposit ($54,000), and close in 60 days. The County has recommended

the closing to be in 4 months instead of 60 days. Staff recommends moving forward with the agreement to purchase the building and close in 4 months.

Mayor Smith asked when the beginning of the 4 months starts. Attorney Williams said it starts when the city notifies the County that the price has been accepted and an escrow deposit of 5% of the purchase price is made to bind the sale.

Mayor Smith inquired about the funding. Ms. Houghton said it will be purchased with an internal borrowing from the Utility Enterprise to the General Fund.

Councilmember Speaks inquired about the County's appraisal. Mr. Drury provided a copy of the County appraisal to Mr. Speaks.

MOTION

Lori Pfister moved to approve Option 2 [receive update and authorize purchase within four (4) months], seconded by Bob Grenier. The motion carried unanimously 5-0.

XII. OLD BUSINESS

Mayor Smith requested a letter be drafted to the Lake County Water Authority asking if they would voluntarily annex into the City of Tavares. Attorney Williams said he would forward a letter.

XIII. NEW BUSINESS

None.

XIV. AUDIENCE TO BE HEARD

Mayor Smith invited comment from the audience.

Betty Burleigh said that on this date in 1969, the owners of La Dora Manor (44 lot mobile home community) announced it as open to the public. She said the one-way streets need larger signs. Mayor Smith said they may need to be lowered for a better field of vision.

Brenda Smith commended Council for being personable and attentive to citizen concerns. Ms. Smith invited those present to the Tavares Historical Society luncheon on January 26, 2015 when Ms. Burleigh will be honored as the Historian of the Year.

Randy Hokenson, Fox Run, congratulated Council for keeping the golf cart crossing on U.S. 441 alive.

XV. REPORTS

Tab 14) City Administrator

City Clerk

City Clerk

Ms. Novack said she enjoyed working with Mr. Neron and will miss him.

Human Resources

Public Works

Mr. Thompson said Mr. Neron will be missed.

Utilities

Mr. Hayes said Mr. Neron will be missed.

Public Communications

Ms. Ross said there will be a big hole in the Directors group without Mr. Neron.

Police Chief

Chief Lubins said it has been wonderful working with Mr. Neron, he said that he made Economic Development cool, and will be missed.

Fire Chief

Chief Keith said Mr. Neron will be missed.

Community Services Director

Ms. Rogers said Mr. Neron has been a mentor, teacher, and inspiration.

Finance Director

Ms. Houghton said Mr. Neron has been a mentor, friend, and teammate who will be missed.

Community Services

Mr. Skutt said Mr. Neron has always had immeasurable enthusiasm for the City and he will be missed.

Economic Development

City Attorney

Attorney Williams thanked Mr. Neron and said he is a good friend, have loved working with him, and he will be missed.

Councilmember Pfister

Councilmember Pfister said it has been a great ride and Mr. Neron will be missed.

Vice Mayor Grenier

Vice Mayor Grenier said he expects to see Mr. Neron in his Majors uniform at the Rifle, Rails, and History event in September. He said that Mr. Neron is a treasure to the City and will be missed.

Councilmember Speaks

Councilmember Speaks welcomed Mr. Neron to the world of retirement. He said his alma mater [Ohio State Buckeyes] is the college football National Champion.

Councilmember Johnson

Councilmember Johnson said she has completed her department tours including one with Mr. Neron who shared his visions with her. She said she met with Senator Alan Hays with Chief Keith regarding funding for the Public Safety Complex. She thanked each of the departments.

Mayor Smith

Mayor Smith noted that Tavares High School football players Tadarrius Patrick was named FACA First Team All State for class 5A and Ezekiel Thomas was named FACA First Team Honorable Mention. He said this is the first time that a Tavares High School football player has been named the First Team or Honorable Mention since 2006.

Mayor Smith said the city is actively seeking Library Board appointments. He said anyone who is interested can obtain an application from the City Clerk's Office.

Mayor Smith noted the Tavares flag which is also available for purchase at the Prop Shop.

Adjournment

Mayor Smith passed the gavel to Mr. Neron to close out his last meeting. Mr. Neron thanked everyone and said it has been a great ride. Mr. Neron adjourned the meeting.

Respectfully submitted,

Susie Novack

Susie Novack, M.M.C.
Deputy City Clerk

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 18, 2015

AGENDA TAB NO. 2

SUBJECT TITLE: Officer of the Year

OBJECTIVE:

Chief Lubins will make a presentation to Officer Jared Blessing who has been selected as Officer of the Year in Tavares.

SUMMARY:

Jared Blessing has been with the City of Tavares Police Department since 2007. Over the years he has served the City he has shown dedication, and loyalty and he has been a mentor to new officers. He has embraced his position in a way that is admirable and reflects well upon the department as evidenced by many letters and feedback from citizens who praise his work as a police officer.

The Tavares Police Department is proud to honor Officer Blessing as Officer of the Year for 2015.

OPTIONS:

n/a

STAFF RECOMMENDATION:

n/a

FISCAL IMPACT:

n/a

LEGAL SUFFICIENCY:

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 18, 2015

AGENDA TAB NO. 3

SUBJECT TITLE: Proclamation for Rotary International Day

OBJECTIVE:

The Mayor will read a proclamation designating March 13, 2015 as Rotary International Day in the City of Tavares.

SUMMARY:

On March 13, 2015, the Rotary District 6980 of Central Florida, the Rotary Club of Lake County Golden Triangle, and Director General Philip T. Y. Wang of the Taipei Economic and Cultural Office in Miami, will welcome Rotary International President, Gary C. K. Huang of Taiwan at the Dragon Boat Festival in Tavares.

OPTIONS:

N/A

STAFF RECOMMENDATION:

Staff recommends the honoring of President Huang and Rotary International with this proclamation.

FISCAL IMPACT:

n/a

LEGAL SUFFICIENCY:

Legally sufficient

TAVARES
America's Seaplane City

PROCLAMATION

Whereas in March 2001, the Rotary Club of Tavares established the annual Dragon Boat Festival in Tavares at Wooten Park;

Whereas Dragon Boat Festivals are historically recognized as an important cultural event in the Republic of China (Taiwan);

Whereas in March 2002 Paul Lao, a Lake County businessman and Rotarian, facilitated cultural exchange between Taiwan and the City of Tavares vis a vis the annual Dragon Boat Festival in Tavares;

Whereas the Rotary Club of Tavares merged, with the Rotary Clubs of Eustis and Mount Dora to create the Rotary Club of Lake County Golden Triangle;

Whereas the City of Tavares maintains a "Sister City" relationship with New Taipei, Taiwan;

Whereas on March 13, 2015, the Rotary District 6980 of Central Florida, the Rotary Club of Lake County Golden Triangle, and Director General Philip T. Y. Wang of the Taipei Economic and Cultural Office in Miami will welcome Rotary International President, Gary C.K. Huang of Taiwan at the Dragon Boat Festival in Tavares;

Whereas, the City of Tavares is extremely proud to have Rotary International President Gary C. K Huang visit our City;

Therefore, it is hereby resolved that March 13, 2015 be Rotary International Day in the City of Tavares.

_____

Mayor Kirby Smith

February 18, 2015

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 18, 2015

AGENDA TAB NO. 4

SUBJECT TITLE: Use of Police Forfeiture Funds

OBJECTIVE: To approve the expenditure of forfeiture funds in the amount of $6,525 for equipment and training that will allow detectives to gather evidence from electronic and mobile devices.

SUMMARY: The use of cell phones is deeply entwined in our society. Quite often, cell phones can yield evidence and investigative leads in criminal investigations. This evidence can be text messages, photos, emails, contact lists, etc. Software and hardware exist that allow law enforcement to retrieve this information in a criminal investigation such as narcotic and child porn investigations. This is also effective even if the data has been erased. Accessing this information is only done with a search warrant that has been issued by a judge or consent by the owner of the phone.

The department has had this capability in the past, however the software is no longer supported and the hardware has become obsolete. The federal law enforcement training center (FLETC) offers a certification course in addition to the hardware for a fee of $6,525 which covers the cost of the hardware, software and training certification.

FLETC serves as an interagency law enforcement training body for 91 United States government federal law enforcement agencies and is a part of the Department of Homeland Security.

OPTIONS:

Option 1: Approve the use of forfeiture funds in the amount of $6,525 to acquire the equipment and training.

Option 2: Do not approve the use of forfeiture funds for this purpose.

STAFF RECOMMENDATION: Staff recommends that council approve Option 1

FISCAL IMPACT: This requested amount will come from forfeiture funds that were seized as a result of criminal activity per Florida statute.

LEGAL SUFFICIENCY: Yes

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: FEBRUARY 18, 2015

AGENDA TAB NO: 5

SUBJECT TITLE: Approval of Agreement relating to Air Boss services and Air Show to be held in conjunction with the Planes, Trains and Barbecue Event on April 18, 2015.

OBJECTIVE:

To have City Council approve the attached Agreement relating to Air Boss services and an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 18, 2015 at Wooton Park at an estimated cost of $22,500.

SUMMARY:

For the first time in 2010, a four act professional air show was added to the line-up of activities for the Planes, Trains and Barbecue event and was deemed to be a great success and was held again for the last five years.

It is proposed to again conduct an air show as part of the PTB event in 2015. The estimated cost to for the Air Show is $22,500. This will cover the cost of the four professional air acts performing in the morning and afternoon, the expenses for the professional "Air Boss" to direct the air show activities, event announcer and all required FAA and other permits and the cost of a $5 million liability insurance policy.

City expenses would be covered by Fiscal Year 2015 CRA-TIF revenues and have been included in the City's approved Fiscal Year 2015 budget.

Staff is requesting that Council approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue event on April 18, 2015.

OPTIONS:

1. To approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 18, 2015

2. To not approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 18, 2015

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 18, 2015.

FISCAL IMPACT:

The estimated City expenditures of $22,500 will be covered by Fiscal Year 2015 CRA – TIF revenues contained in the City approved FY 2015 budget.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached Agreement.

AGREEMENT

THIS AGREEMENT is made on this ____day of February 2015, between the city of Tavares, Florida (herein known as "the City" and Air Boss and Consulting International, Inc. (herein known as "Vendor").

RECITALS

1. The City desires to enter into an agreement with Vendor for the provision of an air show event to be held at the City of Tavares waterfront in accordance with the terms described herein.
2. Vendor desires to enter into an agreement with the City to provide said services, and future agrees to be bound by the terms and conditions of thins Agreement.

THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, receipt of which is hereby acknowledged, the City and the Vendor hereby covenant and agree as follows.

1. The Vendor agrees to provide an air show (hereinafter called "Air Show"). The Air Show shall consist of four (4) Air Show "Acts" (as that term is commercially understood). Each Act Show shall provide two performances, one in the morning and one in the afternoon.

2. The Air Show is to be held on the Tavares Waterfront on April 18th, 2015.
3. In addition to holding the Air Show Air Boss services as described in Paragraph 1, Vendor shall be responsible for the following.

a. Provide all necessary planes and equipment for the Air Show
b. Employ a Qualified "Air Boss" (as that phase is generally understood) to supervise the Air Show
c. Provide announcer for the air show performance
d. Provide insurance approved by the City's Risk Manager as described in Attachment A to this Agreement. Vendor shall provide the City with the Certificate of Insurance as described in Attachment A at least fifteen (15) days prior to the event.
e. Obtain all FAA and other permits required for the Air Show.

4. In exchange for the Vendor's obligations, the City shall pay Vendor TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00). The payment shall be split into two separate payments. The City shall make the first payment in the amount ELEVEN THOUSAND AND TWO HUNDRED FIFTY DOLLARS ($11,250.00) by March 1st, 2015. The City shall make the second payment in the amount of ELEVEN THOUSAND AND TWO HUNDRED FIFTY DOLLARS ($11,250.00) on April 18th, 2015, constituting the remaining portion of the cost. First payment is to be made once contract is signed by both parties regardless of reason of cancelation of show by City.

5. Vendor agrees to indemnify the City and holds harmless from any claims or damages (including attorney's fee) that it may incur by reason of the operation of the Air Show services provided by the Vendor.

6. The parties agree that if Vendor violates the term and conditions of this Agreement, or violates any other applicable state, county, or municipal ordinances, the City shall have the option to immediately terminate this Agreement.

7. Vendor shall be responsible for obtaining any and all necessary licenses, health certificates, permits, or other documents required for the operation of the Air Show. Vendor shall also be responsible for any and all sales or income tax liability that may incur by reason of its operation of the Air Show.

8. Vendor shall not be permitted to sublet or assign any part of the Air Show or related services as set forth in this Agreement without first obtaining the written consent of the City.

9. Should Vendor breach the terms of this agreement, causing the City to employ an attorney for enforcement of the provisions hereof, or for the collection of damages as a result of a breach, the City's attorney's fees and court costs shall be paid by the Vendor.

Dated this _____day of _____, 2015

Make check payable to:

Air Boss and Consulting International. Tax ID #593664115.

_____

Authorized Signer for Event / CITY

_____

Wayne G. Boggs / VENDOR
President: Air Boss & Consulting International, Inc.

599 Marmora AV Tampa, FL 33606-3823 813-340-5623 FAX 813-251-6606 H/O 813-251-1820

www.airbossconsulting.com wboggs3360@aol.com

PLANES, TRAINS AND BARBEQUE
EXHIBIT A
February 2015
INSURANCE REQUIREMENTS

i. $5M products – comp/op aggregate

ii. $1M personal injury and advertising injury

iii. $5M each occurrence limit

iv. $30,000 medical expense limit – each occurrence

v. Workers' Compensation (if applicable) - Florida statutory limits. If exempt from Florida workers' compensation, a valid exemption certificate must be provided.

vi. The City of Tavares is added additional insured (with endorsement) and certificateholder

vii. Waiver of subrogation in favor of City of Tavares

viii. **In-force certificate of insurance must be provided on a standard Acord form, with accompanying endorsement and waiver attached (refer to Items vi and vii), no later than 15 days prior to the event.**

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
FEBRUARY 18, 2015

AGENDA TAB NO. 6 **SECOND READING**
SUBJECT TITLE: **Ordinance 2015-01**
Shanti Niketan Phase 4 (Lane Park)-Rezoning

OBJECTIVE:

To consider the rezoning of approximately 101 acres of property (Lane Park Phase 2) located south of Slim Haywood Avenue, north of Camp Road and west of SR-19 from a Planned Development zoning to an RMF-3 (Residential Multi-Family) zoning.

SUMMARY:

This vacant property is approximately 101 acres and owned by Lane Park, LLC. Shanti Niketan Developers, the applicant, desires to purchase the property, and to construct a multi-phase, 1,000 unit senior-citizen condominium complex similar to those they have successfully developed on David Walker Road. The property is presently zoned Planned Development, The applicant desires to rezone the property to RMF-3 (Multi-Family Residential) to accommodate their plans to build attached dwellings. This project will be phased and the applicant envisions that construct will take several years. Development of the first phase will commence along Slim Haywood Avenue with subsequent phases extending southerly towards Camp Road. Utilities and roads will be planned and constructed as needed. All work will be subject to site plan review and the issuance of any applicable permits.
The existing Future Land Use of the property is Suburban and Suburban Expansion. The applicant is concurrently applying for a Future Land Use amendment to Moderate Residential (10 dwelling units per acre). This Future Land Use designation will limit the density to a maximum of 10 dwelling units per acre.
The proposed dwellings will be one story in height and similar in nature to those constructed in previous phases of Shanti Niketan. Landscaped buffers, as required by the City's Land Development Regulations, will limit visibility from adjacent residential subdivisions (Foxborough and Lane Park Ridge Phase A). Commercial Development along SR 19 will compliment and serve the residential growth.
The property was zoned as a Planned Development over 10 years ago and remains vacant and undeveloped. The proposed rezoning will allow Shanti Niketan Developers to continue with their proven marketing of upscale, senior citizen condominiums.

OPTIONS:

1. That City Council moves to approve Ordinance 2015-01.
2. That City Council denies the proposed rezoning.

PLANNING & ZONING BOARD RECOMMENDATION

At the January 15 meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2015-01.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2015-01.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

This ordinance has been reviewed by the City Attorney and approved for legal sufficiency.

ORDINANCE 2015-01

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 101 ACRES OF VACANT PROPERTY GENERALLY LOCATED SOUTH OF SLIM HAYWOOD AVENUE, NORTH OF CAMP ROAD AND WEST OF SR-19, FROM PD (PLANNED DEVELOPMENT) TO RMF-3 (RESIDENTIAL MULTI-FAMILY); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property described in Exhibit "A" attached hereto, is requesting to rezone said property from PD (Planned Development) to RMF-3 (Residential Multi-Family); and

WHEREAS, the City of Tavares held duly noticed public hearings before the Planning and Zoning Board and City of Tavares City Council, providing opportunity for individuals to hear and comment on issues regarding the proposed amended zoning; and

WHEREAS, the City Council has reviewed and considered all relevant evidence and information and testimony presented by witnesses, the public, and City staff; and

WHEREAS, the City is concurrently processing an amendment to the City's Comprehensive Plan to re-designate the property from Suburban and Suburban Expansion to Moderate Density Residential on the Future Land Use Map 2020; and

WHEREAS, the City Council finds this amendment in compliance with the City of Tavares Land Development Regulations and the proposed amended Comprehensive Plan; now therefore

BE IT ORDAINED by the City Council of the City of Tavares, Florida, as follows:

Section 1. Rezoning

The said property, as legally defined in Exhibit "A", attached hereto and made a part herewith, is hereby rezoned from PD (Planned Development) to RMF-3 (Residential Multi-Family), under the specific provisions as established by the City of Tavares Land Development Regulations.

Section 2. Severability.

Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect.

Section 3. Effective Date.

This ordinance shall take effect immediately upon its final adoption by the Tavares City Council.

PASSED AND ORDAINED this of February, 2015, by the City Council of the City of Tavares, Florida.

_____

Kirby Smith, Mayor
Tavares City Council

First Reading: February 4, 2015

Passed Second Reading: _____

ATTEST:

_____

Nancy Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Robert Q. Williams, City Attorney

EXHIBIT A

PARCEL NO. 2:

FROM THE SOUTHWEST CORNER THE N 1/2 OF GOV. LOT 10, SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, RUN NORTH ALONG THE WEST LINE OF SAID GOV. LOT 10, A DISTANCE OF 455 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH ALONG THE WEST LINE OF SAID GOV. LOT 10 TO A POINT ON THE SOUTH LINE OF BLOCK 28, LANE PARK; THENCE RUN EAST ALONG THE SOUTH LINE OF BLOCKS 28 AND 29, LANE PARK, TO A POINT ON THE CENTER LINE OF ABANDONED RIGHT OF WAY OF ATLANTIC COAST LINE RAILROAD; THENCE RUN SOUTHWESTERLY ALONG SAID CENTERLINE TO A POINT EAST OF POINT OF BEGINNING; THENCE RUN WEST TO THE POINT OF BEGINNING, LESS RIGHT OF WAY FOR PUBLIC ROAD.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF GOVERNMENT LOT 10, SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.00°01'41"W. ALONG THE WEST LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 10 A DISTANCE OF 455.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.00°01'41"W. 171.60 FEET; THENCE RUN N.89°47'02"E. 261.44 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2306.26 FEET, A CHORD BEARING OF S.24°31'48"W. AND A CHORD DISTANCE OF 150.16 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE 150.19 FEET THROUGH A CENTRAL ANGLE OF 03°43'52" TO THE POINT OF TANGENCY; THENCE RUN S.26°23'44"W. 39.40 FEET; THENCE RUN S.89°47'02"W. A DISTANCE OF 181.50 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

FROM A POINT ON THE RANGE LINE BETWEEN RANGES 25 AND 26 EAST THAT IS 33 FEET NORTH AND 33 FEET EAST OF THE NORTHEAST CORNER OF BLOCK 4, ACCORDING TO THE PLAT OF LANE PARK, RUN WEST

628 FEET; THENCE SOUTH 450 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 107 FEET, MORE OR LESS TO THE SOUTH LINE OF GRIFFIN STREET, ACCORDING TO SAID PLAT, RUN THENCE WEST ALONG SAID SOUTH LINE TO A POINT THAT IS 372.5 FEET EAST OF THE WEST LINE OF SAID LANE PARK; RUN THENCE SOUTH PARALLEL TO SAID WEST LINE TO THE CENTER LINE OF ASTATULA STREET, ACCORDING TO SAID PLAT; RUN THENCE EAST TO THE EAST LINE OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, THIS BEING HEREBY DESIGNATED AS POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTHEASTERLY TO A POINT IN THE CENTER LINE OF APOPKA STREET, ACCORDING TO SAID PLAT, THAT IS 200 FEET WEST OF THE EAST LINE OF SAID SECTION 1; THENCE RUN THENCE EAST 200 FEET TO SAID EAST LINE; RUN THENCE SOUTH ALONG SAID EAST LINE OF SAID SECTION 1 TO THE HEREIN DESIGNATED POINT "A".

PARCEL NO. 4:

FROM A POINT ON THE RANGE LINE BETWEEN RANGES 25 AND 26 EAST THAT IS 33 FEET NORTH AND 33 FEET EAST OF THE NORTHEAST CORNER OF BLOCK 4, ACCORDING TO THE PLAT OF LANE PARK, RUN WEST 628 FEET FOR A POINT OF BEGINNING; RUN THENCE SOUTH 450 FEET; RUN THENCE SOUTH 38°24' EAST 313.93 FEET; RUN THENCE NORTH 696.54 FEET TO THE NORTH LINE OF LANE PARK; RUN THENCE WEST 195 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

BEGIN AT A POINT ON THE NORTH LINE OF LANE PARK, ACCORDING TO THE PLAT THEREOF FILED 1 AUGUST, 1886 AND RECORDED IN PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THAT IS NORTH OF THE NORTHWEST CORNER OF BLOCK 3 ACCORDING TO SAID PLAT; RUN THENCE SOUTH TO THE CENTER LINE OF GRIFFIN STREET, ACCORDING TO SAID PLAT; RUN THENCE WEST ALONG SAID CENTER LINE TO THE WEST LINE OF ALABAMA STREET, ACCORDING TO SAID PLAT; RUN THENCE NORTH TO THE NORTH LINE OF SAID LANE PARK, RUN THENCE EAST TO THE POINT OF BEGINNING.

PARCEL NO. 7:

BLOCKS 5, 6, 7, 12, 13, 14, 19, 20, 21, 22, 28, 29, 30, LESS THE RIGHT OF WAY OF COUNTY ROAD NO.3-3442; BEGIN 33 FEET NORTH AND 33 FEET EAST OF THE NORTHEAST CORNER OF BLOCK 4, RUN WEST 433 FEET, SOUTH 693.54 FEET, SOUTH 38°24' EAST TO A POINT IN THE CENTER LINE OF APOPKA STREET, THAT IS 200 FEET WEST OF THE EAST LINE OF SAID SECTION 1, NORTH TO POINT OF BEGINNING; ALL ACCORDING TO THE PLAT OF LANE PARK, FILED JULY 1, 1884, AMONG THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID PROPERTY NOW LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF TAVARES BY WARRANTY DEED RECORDED AUGUST 14, 2007 IN OFFICIAL RECORDS BOOK 3489, PAGE 771, TOGETHER WITH THAT PORTION BEING DESCRIBED IN PARTIAL RELEASE OF MORTGAGE RECORDED JULY 10, 2007 IN OFFICIAL RECORDS BOOK 3467, PAGE 1749, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 8:

LOTS 17 TO 24, INCLUSIVE, AND THE EAST 595 FEET OF LOTS 7, 8, 9 AND 10, AS SHOWN ON THE PLAT OF LANDS OF LANE AND JACKSON, RECORDED IN PLAT BOOK 7, PAGE 52, IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 9:

LOT 14, PLAT OF LAND OF LANE AND JACKSON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PART OF SAID LOT INCLUDED IN THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, RUN SOUTH 792 FEET AND 491 FEET EAST TO POB; FROM SAID POINT, RUN SOUTH 460 FEET, THENCE EAST 661 FEET, THENCE NORTH 460 FEET, THENCE WEST 661 FEET TO POINT OF BEGINNING; AND LESS THAT PART OF SAID LOT 14 DESCRIBED AS FOLLOWS: THE WEST 275 FEET AND THE NORTH 30 FEET OF THE EAST 183 FEET OF THE WEST 458 FEET, LAKE COUNTY, FLORIDA, AND LESS ROAD RIGHT-OF-WAY THEREOF. PART OF SAID LAND NOW KNOWN AS LANE PARK RIDGE PHASE A, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 59, PAGES 52, 53 & 54, IN THE CURRENT PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING:

TRACTS E AND F, AND ALL ROADWAYS DEDICATED FOR PUBLIC USE, LANE PARK RIDGE PHASE A, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 59, PAGES 52, 53 & 54, IN THE CURRENT PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

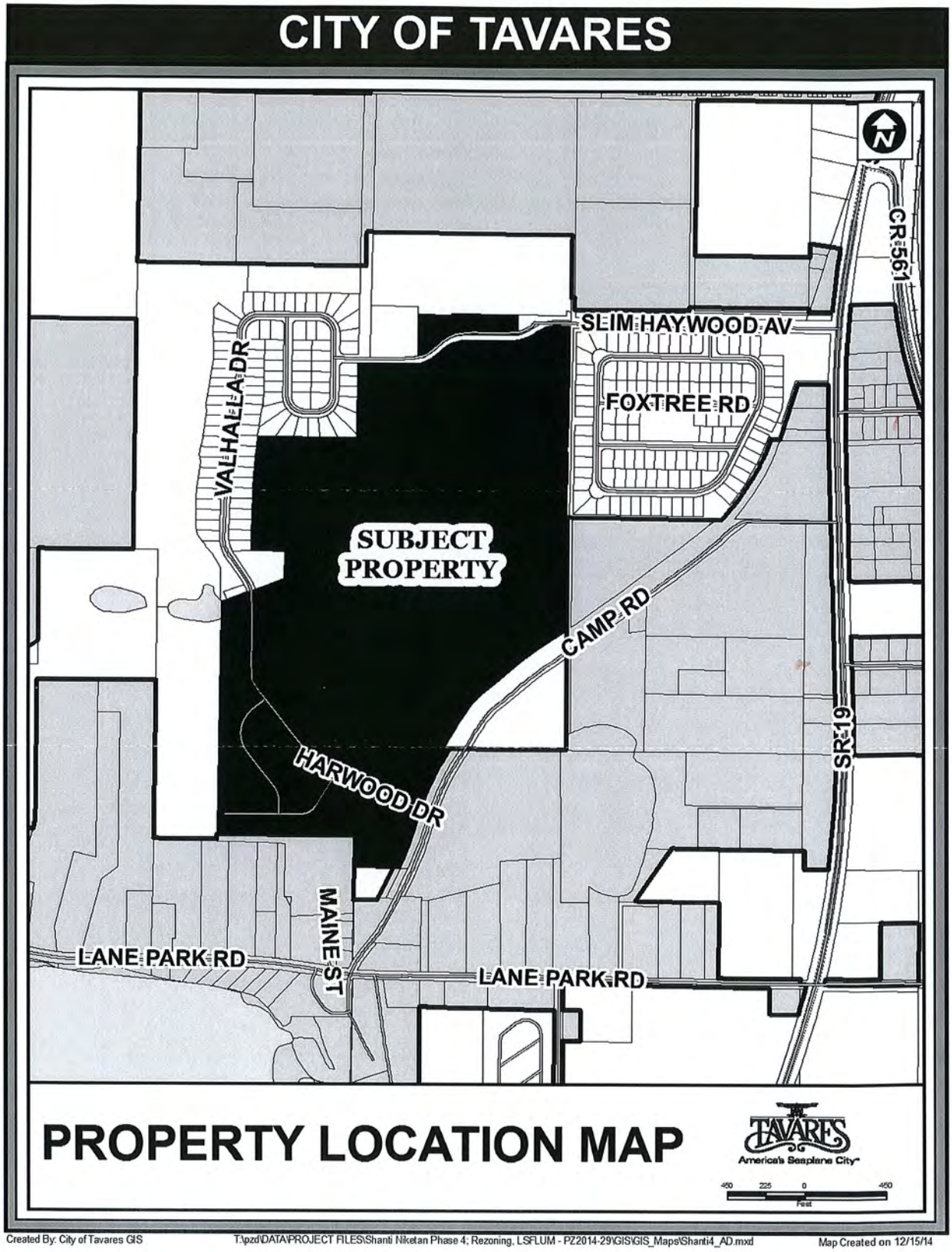
PARCEL NO. 10:

LOTS 15 AND 16, PLAT OF LANDS OF LANE AND JACKSON, IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE(S) 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. PART OF SAID LAND NOW KNOWN AS LANE PARK RIDGE PHASE A, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 59, PAGES 52, 53 & 54, IN THE CURRENT PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING: ALL ROADWAYS DEDICATED FOR PUBLIC USE, LANE PARK RIDGE PHASE A, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 59, PAGES 52, 53 & 54, IN THE CURRENT PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION LYING WITHIN THE PLAT OF LANE PARK RIDGE PHASE A, AS RECORDED IN PLAT BOOK 59, PAGES 52-54, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

1



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1

CITY OF TAVARES

PROPERTY LOCATION MAP

TAVARES
America's Seaplane City

450 225 0 450
Feet

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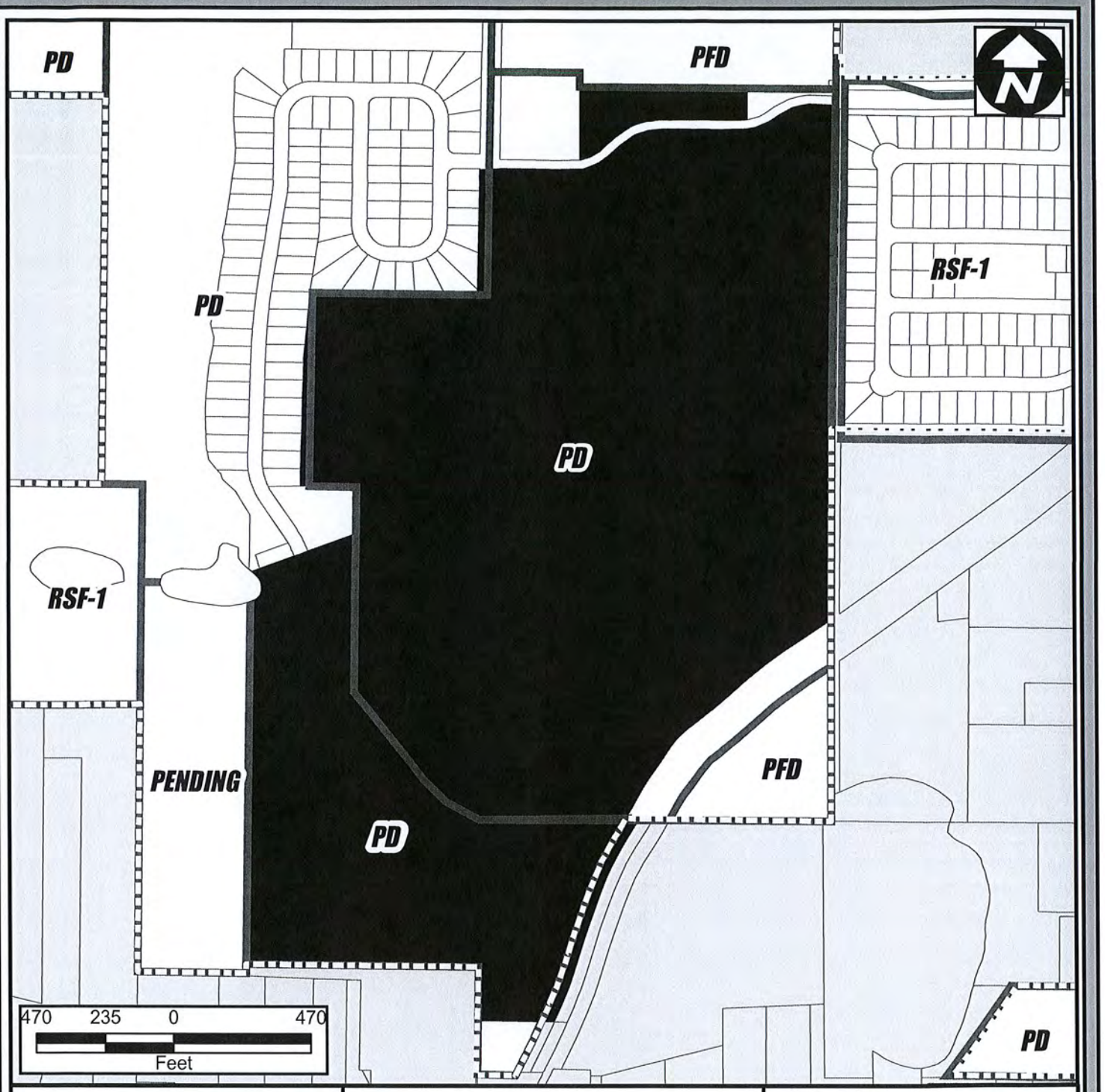
CITY OF TAVARES ORDINANCE # 2015-01



RSF-A	Residential Single Family
RSF-1	Residential Single Family
RMF-2	Residential Multi-Family
RMF-3	Residential Multi-Family
RMH-S	Residential Manufactured Home Sub.
RMH-P	Residential Manufactured Home Park
PD	Planned Development District
MU	Mixed Use District
C-1	General Commercial
C-2	Highway Commercial
CD	Commercial Downtown District
I	Industrial District
PFD	Public Facilities District

TAVARES America's Seaplane City

ZONING MAP

ORDINANCE # 2015-01

LANE PARK, LLC

Current Zoning: PD
Proposed Zoning: RMF-3
101.00 ± Acres

Legend

CITY BOUNDARY	MAJOR ROADS
ZONING	STREETS
SUBJECT PROPERTY	PARCELS
UNINCORPORATED	CONS/WETLANDS

DRAFTED BY: CITY OF TAVARES GIS T:\pzd\DATA\PROJECT FILES\Shanti Niketan Phase 4; Rezoning, LSFLUM - PZ2014-29\GIS\GIS_Maps\Shanti4_ZONE_PT.mxd MAP CREATED ON 12/16/14

Orlando Sentinel

Publication Date: 01/05/2015

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JANUARY 12, 2015
11:00 AM – 2:00 PM

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Travel Insured International
Maupintour
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2755 S. Bay St., Suite F
(ACROSS FROM TRACTOR SUPPLY)

THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2015-01 & Ordinance 2015-02 titled as follows:

ORDINANCE 2015-01

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 101 ACRES OF VACANT PROPERTY GENERALLY LOCATED SOUTH OF SLIM HAYWOOD AVENUE, NORTH OF CAMP ROAD AND WEST OF SR-19, FROM PD (PLANNED DEVELOPMENT) TO RMF-3 (RESIDENTIAL MULTI-FAMILY); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-02

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 101 ACRES OF VACANT PROPERTY GENERALLY LOCATED SOUTH OF SLIM HAYWOOD AVENUE, NORTH OF CAMP ROAD AND WEST OF SR-19, FROM SUBURBAN AND SUBURBAN EXPANSION TO MODERATE DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2015-01 & Ordinance 2015-02 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on January 15, 2015, at 3 p.m.; and
2. Tavares City Council meeting on February 4, 2015, at 4 p.m.
   (Introduction and First Reading by Title Only – Ord. 15-01, Transmittal Hearing – Ord. 15-02), and
3. Tavares City Council meeting on February 18, 2015, at 4 p.m. (Second Reading – Ord. 15-01 only)
4. Tavares City Council Second Reading for Ord.15-02 will follow completion of State review.

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-01 & Ordinance 2015-02 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any person wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing. If you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

YOUR COMMUNITY IN BRIEF

Income-tax aid program seeks volunteer preparers

By Debbie Manis
Staff Writer

United Way of Lake and Sumter Counties is seeking volunteers to prepare basic income-tax returns for low- to moderate-income residents in the Leesburg and Clermont area for the Volunteer Income Tax Assistance Program.

No experience is required. The Internal Revenue Service provides VITA volunteers with free training to prepare basic income-tax returns.

To register, call Barbara Crewell at 352-787-7530, Ext. 221, or email vita@uwls.org.

Horse-riding club

DreamCatcher Horse Ranch and Rescue Center in Clermont, a nonprofit center that rescues and rehabilitates horses in need, offers a women's horse-riding club from 10 a.m. to noon every Thursday at its facility, 10639 Toad Road. Beginners to experienced riders are welcome.

Activities will include grooming, tacking, riding lessons (English or western) and trail riding. Cost is $30 a session.

Details: 407-702-8332, dchorses1@gmail.com or visit dreamcatcherhorses.com.

Food, movie, car show

Leesburg will have Food Truck-N-Flick Night beginning at 5:30 p.m. Saturday in Towne Square downtown. There also will be a classic cruise-in and car show along Main Street. AJ Fritscher will perform.

Participants also can see a free movie at 8 p.m. on a 24-foot-high outdoor movie screen. The Free Movie Nights film will be "Footloose" starring Kevin Bacon, Lori Singer and John Lithgow.

Families are encouraged to bring a blanket or lawn chairs to watch the movie.

Details: foodtrucknflick.leesburgpartnership.com.

Meetings

■ LIFE, a social-support group for widowed persons, will meet for lunch at 11:30 a.m. Thursday at the Leesburg Community Building, 109 E. Dixie Ave. Luncheon is $10.

The Eustis LIFE will meet at 11:30 a.m. Jan. 21 at Lake Technical College, 2100 Kurt St. Luncheon is $11.

Bill Good, a Florida author, storyteller and musician, will provide entertainment at both events.

To make a reservation or more information, call 352-787-0403.

■ The South Lake County Historical Society will meet at 7 p.m. Jan. 12 in the Train Depot at Clermont's Historic Village, 490 West Ave.

Details: Clermontvillage.org or Dodie King, 352-593-8496.

■ Be Free Lake, formerly the Safe Climate Coalition of Lake County, will have a membership meeting at 4 p.m. Jan. 13 at Leesburg Public Library, 100 E. Main St. There will be a presentation about the results of the 2014 Florida Youth Substance Abuse Survey.

The public is welcome. Details: Debi MacIntyre, 352-408-2009.

■ The Villages Shrine Club will meet Jan. 13 in the Orchid Room of the Hibiscus Recreation Center on Bailey Trail, next to Cane Gardens Country Club. A social begins at 6 p.m. followed by the meeting at 7 p.m. Installation of officers also will be held.

A chicken dinner will be provided by the club. Participants should bring a salad, side dish or dessert to share and a beverage.

Details: Ken Johnson, 352-259-4334.

Comic-Con

The Leesburg Public Library is planning its inaugural Comic-Con, scheduled for June 13 from 10 a.m. to 4 p.m. at the library, 100 E. Main St.

The event will feature guest speakers, a costume contest, giveaways, vendors, artists, a performance by the Ken Spivey Band — a Steampunk Time Lord rock group — and more.

Organizers still need additional artists, authors, publishers, vendors, gamers, cosplayers (short for "costume play"), speakers and bands. Businesses or groups tied in with comics, sci-fi, fantasy or video games, should contact the library.

Volunteers also are needed to help with the event.

For more information, email Julia.hutchins@leesburgflorida.gov or call 352-728-9790.

Adopt-a-Lake calendars

The 2015 Lake County Adopt-a-Lake calendars are available for a $5 donation at the Public Works Department's Water Resource Management Laboratory, 12923 County Landfill Road, Tavares.

Calendars also are available by mail with a check made out to Lake County Board of County Commissioners, Adopt-a-Lake Program, P.O. Box 7800, Tavares, FL 32778. Add $1 for postage if seeking a calendar by mail.

More than 300 photos were submitted of Lake bodies of water for consideration in the full-color calendar. A panel of volunteers rated the shots and picked 35 semifinalists and then the public voted online for their favorite photo. More than 3,000 votes were cast online to select the top 14 pictures featured in the calendar.

Proceeds benefit the volunteer program.

To learn more about the Adopt-a-Lake Program, go to lakecountyfl.gov/adoptlake or call at 352-253-1659.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

THINGS TO DO

Aquatics

MOUNT DORA SWIM TEAM is taking registrations. Fee: $40 per month with practices from 4:30 to 6 p.m., Monday, Tuesday, Thursday, Friday. No Wednesday practices. Location: heated Mount Dora City Pool. Details: Beth Kornowski at 352-516-2731.

LEESBURG AQUATICS for swimmers from age 5 through masters (19 and older) is inviting recreational swimmers looking to develop their swimming skills. Fees: $35-$55 per month and other fees for meets and USA Swimming registration. Year-round and summer recreational programs are available. Details: leesburgaquaticsclub.com, 407-421-8049, or email leesburgaquaticsclub@hotmail.com.

GOLDEN TRIANGLE YMCA is running swim-lesson program for students from 6 months old to adults. Fees: $45 for members for eight sessions, $90 for nonmembers for eight sessions. Details: Contact aquatics director Pam Sanders, psanders@cfymca.org, or call 352-343-1144.

SAFE START program by the Central Florida YMCA teaches youngsters to float, rest, breathe and swim to the wall. It is a six-week program taught five days a week for 10 minutes by Heather Worrell, certified Safe Start instructor. Details: 352-343-1144, Ext. 235, or email heathersafestart@gmail.com.

NTC AQUATICS is for children who are competitive swimmers or would like to learn the basic fundamentals of swimming in a team atmosphere. Ages 5-18. This is a year-round program offering seven different categories/teams based on skill level. Details: Ozzie Quevedo at ozzie.quevedo@orlandohealth.com or 352-241-7144, Ext. 4293.

KIDS SPLASH CAMP (ages 5-14) offers six one-week sessions, 9 a.m.-4 p.m. weekdays. The programs provide specific instruction in swimming, springboard diving and field-group activities. Details: 321-282-2558.

GOLDEN TRIANGLE YMCA Sharks team is a fun way to get in shape and develop swimming skills. Ages: 5-18. Details: 352-343-1144.

GOLDEN TRIANGLE YMCA Masters swim team is a competitive team for adults. Meetings are Saturdays at 9:30 a.m. Details: 352-343-1144.

WATER AEROBICS classes are 12:30 to 1:15 p.m. Mondays, Wednesdays and Fridays at the Leesburg swimming pool in Venetian Gardens on Dozier Circle off Dixie Avenue. Details: Phyllis Rzeminski, 352-343-8305.

Karate

MOUNT DORA PARKS AND RECREATION MARTIAL ARTS program in Uechi-ryu karate is Mondays and Wednesdays: (children) 5-11 years old, 5-5:30 p.m.; (juniors) 12-15 years old, 5:30-6 p.m. Teacher is George E. Mattson, 10th-degree black belt; (adults) 6-7:30 p.m. Teacher is David Berndt, renshi. Also classes in traditional Okinawa weapon training for adults, 7:30-10 p.m. Teacher is Tom Bentley, renshi; and traditional WadoRyu karate for adults on Thursdays 7-10 p.m. Tuition: one program: $50 a month.

PICKLES

How to reach us: Lake County newsroom contacts

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LakeSentinel.com

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1-800-359-5353

CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
January 15, 2015

BOARD MEMBERS PRESENT

Gary Santoro, Chairman
Richard Root , Vice Chairman
Morris Osborn
Norb Thomas
Howard Haynes - Absent
Bill Stomp
Vacant

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember - Absent
Dawn McDonald, Senior Planner - Present

STAFF MEMBERS PRESENT

Jacques Skutt, Community Development Director
Mike Fitzgerald, Development Coordinator
Alisha Maraviglia, Senior Planner

CALL TO ORDER

Chairman, Gary Santoro, called the meeting to order at 3:00 p.m. and the Pledge of Allegiance was recited.

SWEARING IN OF THOSE GIVING TESTIMONY

Attorney Williams gave the oath to staff and members of the audience.

APPROVAL OF MINUTES OF DECEMBER 18, 2014

The minutes were approved as submitted.

CASES HEARD

1) Ordinance 2015-01 – Shanti Niketan - Rezoning

Jacques Skutt, Community Development Director provided the following staff report;

This vacant property is approximately 101 acres and owned by Lane Park, LLC. Shanti Niketan Developers, the applicant, desires to purchase the property, and to construct a multi-phase, 1,000 unit senior-citizen condominium complex similar to those they have successfully developed on David Walker Road. The property is presently zoned Planned Development, The applicant desires to rezone the property to RMF-3 (Multi-Family Residential) to accommodate their plans to build attached dwellings. This project will be phased and the applicant envisions that construct will take several years. Development of the first phase will commence along Slim Haywood Avenue with subsequent phases

extending southerly towards Camp Road. Utilities and roads will be planned and constructed as needed. All work will be subject to site plan review and the issuance of any applicable permits.

The existing Future Land Use of the property is Suburban and Suburban Expansion. The applicant is concurrently applying for a Future Land Use amendment to Moderate Residential (10 dwelling units per acre). This Future Land Use designation will limit the density to a maximum of 10 dwelling units per acre.

The proposed dwellings will be one story in height and similar in nature to those constructed in previous phases of Shanti Niketan. Landscaped buffers, as required by the City's Land Development Regulations, will limit visibility from adjacent residential subdivisions (Foxborough and Lane Park Ridge Phase A). Commercial Development along SR 19 will compliment and serve the residential growth.

The property was zoned as a Planned Development over 10 years ago and remains vacant and undeveloped. The proposed rezoning will allow Shanti Niketan Developers to continue with their proven marketing of upscale, senior citizen condominiums.

In response to a questions about school enrollment impacts, Chuck Hiott of BESandH Engineering, speaking on behalf of the applicant, informed the board that the development would be age restricted.

Ms. McDonald explained the process of estimating potential school impacts for the purpose of planning for school capacity. She confirmed that the school board would recognize the developments age-restrictions once that restriction is officially recorded.

Mr. Santoro asked about ingress and egress into the development. Mr. Skutt confirmed that the City would review the final site development plans for the optimal ingress and egress along with traffic management.

MOTION

Mr. Stomp made a moved to recommend approval of Ordinance 2015-02. Mr. Thomas seconded the motion. The motion passed 4-0.

CASES HEARD

1) Ordinance 2015-02 – Shanti Niketan - LSFLUM

Jacques Skutt, Community Development Director provided the following staff report;

Ordinance 2015-02 proposes a large scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1031982, 1031991, 1263476, 1725437, 1410941, 1343275, 1343291) is approximately 101 acres in size, located south of Slim Haywood Avenue, north of Camp Road and west of SR-19. The property abuts Foxborough Subdivision to the east and Lane Park Ridge (A) to the west. The property is vacant. It is a major portion of an undeveloped Planned Development that was approved by the City of Tavares in 2004. The applicant is proposing to construct a multi-phase senior citizen condominium complex similar to others that he has successfully built and marketed in Tavares. An application to rezone this property to RMF-3 (Residential Multi-Family) is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Suburban and Suburban Expansion to Moderate Density Residential.

Future Land Use Amendment & Compatibility

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 18, 2015

AGENDA TAB NO. 7
SUBJECT TITLE: Resolution #2015-03 to Support the Regional Water Management Plan for Caloosahatchee Watershed

OBJECTIVE:

To consider the approval of Resolution No. 2015-03 for endorsing the "Caloosahatchee Watershed – Regional Water Management Issues" White Paper Report

SUMMARY:

Previously, the City Council authorized a member of staff to belong to the Florida League of Cities Legislative Policy Committee, Energy, Environment, and Natural Resources. It is an honor to serve on this committee and from time to time there will be opportunities for Tavares to support other communities and regions of the State. This resolution is one of those opportunities. The report demonstrates an opportunity to make progress in Energy, Environment and Natural Resources, if we work collectively and recognize that improving the environment in one region improves the quality of the environment of the entire State. Attached is a copy of the Caloosahatchee Watershed White Paper Report that presents some potential new approaches that could help impact the water quality of the region and local economy. This approach could be beneficial to all regions of the state in the future. Flood Control projects, channelization and other land use changes that have occurred throughout Central and South Florida over the past century have resulted in a water managements system far from its natural state. This has not only impacted water quality of our region but also has an impact on our local economy. This report addresses the implementation of strategies that could improve the quality, timing and distribution of water.

OPTIONS:

1. **Move to Approve** Resolution No. 2015-03 authorizing the acceptance of this Resolution

2. **Do Not Approve** Resolution No. 2015-03 authorizing the acceptance of this Resolution

STAFF RECOMMENDATION:

1. **Move to Approve** Resolution No. 2015-03 authorizing the acceptance of this Resolution

FISCAL IMPACT:

No Fiscal Impact

LEGAL SUFFICIENCY: The City Attorney has reviewed the resolution for legal sufficiency.

RESOLUTION #2015-03

A RESOLUTION ACCEPTING AND ENDORSING THE "CALOOSAHATCHEE WATERSHED – REGIONAL WATER MANAGEMENT ISSUES" REPORT DATED NOVEMBER 18, 2014, WHICH SETS FORTH SHORT TERM AND LONG TERM STRATEGIC PLANNING GOALS TO ADDRESS WATER STORAGE AND TREATMENT WITHIN THE KISSIMMEE, LAKE OKEECHOBEE AND CALOOSATCHEE WATERSHEDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, our community shares the concerns of the five municipalities within Lee County the common interests and concerns with respect to water quality within the Kissimmee, Lake Okeechobee and Caloosahatchee watersheds; and

WHEREAS, a document entitled "Caloosahatchee Watershed – Regional Water Management Issues" has been developed and prepared to concisely set forth a comprehensive strategy to address water storage and treatment within the Kissimmee, Lake Okeechobee and Caloosahatchee watersheds, as well as to identify land and infrastructure needed to convey excess water south into Everglades National Park and Florida Bay where it is needed; and

WHEREAS, our community generally agrees upon the comprehensive goals and strategies to address the Kissimmee, Lake Okeechobee and Caloosahatchee water resource issues;

NOW, THEREFORE, BE IT RESOLVED by City of Tavares, FL, that:

SECTION 1. Our community hereby accepts and endorses the "Caloosahatchee Watershed – Regional Water Management Issues" document dated December 16, 2014, a copy of which is attached hereto and incorporated herein as Attachment "A", and which is intended to be revised and updated periodically to address current best practices and approaches with respect to water quality and water resource protection.

SECTION 2. Our Community encourages all governing bodies throughout the State of Florida to also accept and endorse the "Caloosahatchee Watershed – Regional Water Management Issues" document attached hereto in order to provide general agreement on a collective and comprehensive approach to the Kissimmee, Lake Okeechobee and Caloosahatchee watershed resource issues that are of paramount importance to the residents and visitors to Lee County and Southwest Florida.

SECTION 3. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ORDAINED by the Tavares City Council this ____ day of _____, 2015.

_____
Kirby Smith, Mayor

ATTESTED BY:

_____
Nancy A. Barnett, MMC
City Clerk

APPROVED AS TO FORM:

_____
Robert Q. Williams
City Attorney

Caloosahatchee Watershed Regional Water Management Issues

Short- and Long-term Solutions for Storage and Treatment

Lee County
Southwest Florida

City of Fort Myers Florida — City of Palms
City of Bonita Springs Florida
Cape Coral Florida
The Town of Fort Myers Beach — Established 1915
Sanibel Florida — Incorporated 1974

Revised: December 16, 2014

Caloosahatchee Watershed Regional Water Management Issues

ENDORSEMENTS

Prepared by:

LEE COUNTY
SOUTHWEST FLORIDA

SANIBEL FLORIDA INCORPORATED 1974

The Town of Fort Myers Beach • Established 1995 •

CITY OF FORT MYERS FLORIDA
City of Palms

Cape Coral FLORIDA

City of Bonita Springs Florida

Endorsed by:

Community Foundation of Southwest Florida
Center of Biological Diversity
Conservancy of Southwest Florida
Ding Darling Wildlife Society
Florida Clean Water Network
Florida Defenders of the Environment
Responsible Growth Management Coalition
Sanibel, Captiva Conservation Foundation

Updated December 16, 2014

CALOOSAHATCHEE WATERSHED — REGIONAL WATER MANAGEMENT ISSUES

STORAGE & TREATMENT PROGRESS SUMMARY DECEMBER 16, 2014

Introduction

The coastal communities of Lee County were devastated by the freshwater discharges from Lake Okeechobee and the Caloosahatchee watershed during the summer of 2013. For more than four months a dark-colored freshwater plume blanketed Lee County's beaches. This event impacted the ecology of our waters, the quality of life of our citizens, area businesses, and it continues to have a lasting effect on our local economy. These discharges occurred as a direct result of inadequate water storage within the Kissimmee, Lake Okeechobee, and Caloosahatchee watersheds and the ability to convey water south into Everglades National Park and Florida Bay.

Flood control projects, channelization, and other land use changes that have occurred throughout Central and South Florida over the past century have resulted in a water management system that is very different from its original state. The system that we have today delivers water to the coast very quickly, with little to no water treatment. This has resulted in the Caloosahatchee estuary receiving too much water during the wet season and not enough during the dry season. The water that we do receive is laden with excessive nutrients that can stimulate harmful algal blooms.

What is at Stake?

In Lee County, tourism generates more than $2.7 billion annually. Real estate tax revenue in Lee County is more than $293 million annually. A recent poll by the Lee County Visitor and Convention Bureau indicated that 94% of all visitors to Lee County identified our beaches as our most attractive asset. Local water quality can have a tremendous influence on consumer confidence and can greatly impact tourism and our local economy. In addition to impacts on our local economy, too much or too little freshwater delivered to the coast can effect critical estuarine resources such as seagrasses, oysters and fishes. The combined impacts on the local economy and the ecology of our waters can greatly influence the quality of life of Lee County residents.

What is needed to address the Problem?

A comprehensive strategy is needed to address water storage and treatment within the Kissimmee, Lake Okeechobee, and Caloosahatchee watersheds. In addition, land and infrastructure are needed to convey excess water south into Everglades National Park and Florida Bay where it is needed.

What are Lee County and the five municipalities of Lee County doing to address the problem?

Lee County and the five municipalities of Lee County are working together to address the Lake Okeechobee and Caloosahatchee water resource issues. Recognizing that the problem originates in the Kissimmee watershed, just south of Orlando, and includes Lake Okeechobee and the Caloosahatchee watersheds, the County and municipalities are working with federal and state agencies responsible for water management and are working in their local watersheds to advocate for and implement projects that will address the problem. Collectively, the County and municipalities have developed a list of short-term, low-cost strategies, as well as a longer-term list of state and federal priorities to address water storage and treatment throughout the Kissimmee, Lake Okeechobee, and Caloosahatchee watersheds. The goal is to improve the quantity, quality, timing and distribution of water to the coast of Lee County and restore historic flows to the Everglades and Florida Bay.

Short-term, Low-Cost Strategies for Water Storage

1. *Revisit the Lake Okeechobee Regulation Schedule (LORS 2008) risk assessment to determine if there are any opportunities to provide more storage to reduce discharges to the estuaries in light of recent improvements in the Herbert Hoover Dike. Evaluate the Lake Okeechobee Minimum Flow and Level (MFL) to determine if Lake levels can be maintained lower to increase storage capacity without ecological impacts. Reevaluate how flows to the Caloosahatchee are measured under the LORS 2008 schedule (S-77 instead of S-79 in higher bands) to make regulatory releases more equitable.*

    a. On September 17, 2013, the Lee County municipalities sent a joint letter to Governor Scott and the South Florida Water Management District (SFWMD) requesting support for the U.S. Army Corps of Engineers (USACE) to reevaluate the risk assessment for the Lake

Okeechobee Regulation Schedule, LORS 2008. On July 8, 2014, the Southwest Florida Community Foundation sent a letter on behalf of 24 individuals representing several local governments and organizations to Assistant Secretary of the Army, Jo-Ellen Darcy, requesting that the Corps accelerate the risk assessment for the Herbert Hoover Dike. Over the past year, the U.S. Army Corps of Engineers has been working on the Herbert Hoover Dike Rehabilitation Project and Dam Safety Modification Study. As part of that study, the Corps will be assessing progress to date on the Herbert Hoover Dike and will evaluate the risk assessment for LORS 2008 in light of progress made on dike repairs to date. The report is scheduled to be completed in March 2015.

2. *Maximize flows through the Stormwater Treatment Areas (STAs) and Water Conservation Areas (WCAs) to the fullest extent possible to convey water south during the wet season to reduce high-flow impacts to the coastal estuaries.*

    a. During the 2013 wet season, approximately 72,000 acre-feet of water was released to the WCAs through the STAs. During the 2014 wet season, approximately 216,000 acre-feet of water was released to the WCAs through the STAs. The increase in the volume of water conveyed south in 2014 was the result of: 1.) continued legislative funding for increased pumping and maintenance; 2.) additional capacity due to differences in regional rainfall; 3.) increased capacity in STA-1 East, STA-1 West and STA-3/4; 4.) suitable conditions and canal levels within the Everglades Agricultural Area; and 5.) improved coordination between the SFWMD and the U.S. Army Corps of Engineers.

    b. One of the major challenges to moving water south in the short-term is the lack of storage, treatment, and conveyance infrastructure south of Lake Okeechobee. Projects like Modified Water Deliveries (MOD Waters), the Central Everglades Planning Project (CEPP), and the structural improvements along the Tamiami Trail are needed in order to increase the capacity and eliminate impacts to tribal and agricultural lands south of the Lake. *It is important to note that these are long-term projects, not short-term low-cost strategies.

c. Another option to addressing high-flow impacts to the estuaries is to seek emergency temporary deviations from federal and state water quality criteria and restrictions that limit discharges south into Everglades National Park during extreme wet conditions and events. This engages a "shared adversity" doctrine that does not pit one ecosystem against another.

3. *Maximize storage on all private lands currently under contract with the SFWMD for the dispersed water management program. Investigate the potential for additional projects based on cost/benefit analysis (e.g., Alico Corporation 75,000 acres in eastern Caloosahatchee basin). Explore additional economic incentives for water storage on private lands within the Caloosahatchee basin.*

   a. Over the past year a significant volume of additional dispersed water storage has become available. As of October 11, 2014, the SFWMD was reporting 86,257 acre-feet (annual average) of dispersed storage being utilized. The Nicodemus Slough dispersed water management project has been constructed, is being tested, and is expected to be fully operational by next rainy season. This project is estimated to store an additional 34,000 acre-feet of water within the Caloosahatchee watershed and will reduce wet season flows to the Caloosahatchee. The SFWMD is continuing to explore other dispersed water storage projects, including a proposal from Alico Corporation to store additional water within the Caloosahatchee basin. In order for this program to be viable and compete with regional storage facilities, these projects <u>must be cost-effective and their performance verified</u>. An overall analysis needs to be completed to verify effectiveness, along with a plan to meet a designated amount of managed storage to provide the desired outcome.

4. *Utilize emergency storage on all public lands within the Kissimmee, Lake Okeechobee, St. Lucie and Caloosahatchee basins. Secure permits and/or authorizations now in preparation for the spring recession in Lake Okeechobee and free up storage capacity for wet season. The C-43 West Reservoir/Berry Groves site is a good example of where there are opportunities for water storage on public lands. These sites should be utilized prior to exceeding the high flow ecological targets in the Caloosahatchee (>2,800 cfs 30-day moving average).*

a. During the 2014 wet season, the SFWMD utilized publicly owned pre-project lands and other District-owned lands for emergency water storage throughout the water management system. SFWMD emergency storage efforts for 2014 included 9,169 acre-feet on pre-project lands and the use of approximately 148,771 acres of natural lands for water temporary water storage. This estimate includes a portion of the C-43 West Basin Reservoir Project lands. The SFWMD secured permits and authorization to utilize the site for temporary storage prior to the 2014 wet season. The west coast stakeholders were persistent in requesting that all permits and authorizations were in place prior to this year's rainy season.

5. *Provide adaptive flexibility for water level management in the Upper Kissimmee Chain of Lakes regulation schedules to allow more water storage by holding lake levels higher earlier than November for the benefit of water supply, water quality, and wildlife habitat.*

    a. To date there has not been any substantive progress on this issue. The Corps continues to manage water levels within the Kissimmee Chain of Lakes at their current schedules and no deviations from these schedules have occurred over the past year. However, throughout the 2014 rainy season the Corps has maintained levels within the Chain of Lakes close to the top of their specified schedules. This has marginally helped reduced the rate at which water flows into Lake Okeechobee.

6. *Reassess the Adaptive Protocols for Lake Okeechobee to ensure that the Caloosahatchee receives ecologically beneficial flows to meet established salinity targets during the dry season when other water users are not experiencing water shortage cutbacks and no other ecosystems are being harmed.*

    a. On March 3, 2014, the Lee County municipalities sent a joint letter to the SFWMD requesting that the Adaptive Protocols for Lake Okeechobee be reassessed to ensure that water flows to the Caloosahatchee are not reduced or eliminated when the needs of all other water users are being met. On June 18, 2014, the municipalities of Lee County sent a similar letter to the SFWMD regarding Adaptive Protocols highlighting that there are inherent flaws in the Protocols that reduce flows to the Caloosahatchee when there is no risk of water shortage and no other water users

are being cut back. In July 2014, the SFWMD Governing Board approved a staff recommendation to evaluate whether or not there were opportunities for additional operational flexibility within the Adaptive Protocols in the middle and upper bands of the Lake Regulation Schedule. SFWMD staff is currently evaluating the data to determine if operational changes can provide additional water for all water users. This exercise could identify additional water in the middle and upper bands of the LORS to supplement dry season flows to the Caloosahatchee. Lee County is a participant on the technical team that is investigating additional storage options in the middle and upper bands.

7. *Settle the Lykes Brothers Basinger Grove dike/floodplain storage issue between the SFWMD and USACE, which is preventing 70% of the Kissimmee River restoration storage and treatment benefits for work already completed.*

    a. This issue has been resolved. Additional storage is now available within the Kissimmee River floodplain as a result of this agreement. This should provide additional storage and treatment benefits to the Caloosahatchee. Total storage and treatment numbers are forthcoming.

FEDERAL PRIORITIES

1. *Fully support the 2014 Water Resources Reform and Development Act (WRRDA) bill, which includes authorization for the Caloosahatchee C-43 West Basin Reservoir Project; and appropriate the necessary funds to implement the C-43 Reservoir Project. The reservoir will provide 170,000 acre-feet of storage within the Caloosahatchee basin and help address high and low flow issues.*

    a. The WRRDA bill was signed into law by President Obama on June 10, 2014. The bill authorizes several important Comprehensive Everglades Restoration Program (CERP) projects, including the C-43 West Basin Reservoir, the C-111 Spreader Canal, Broward County Water Preserve Area, and the Biscayne Bay Coastal Wetlands projects. The next step is for Congress to appropriate the funds needed to construct the various projects in WRRDA. This will require

a great deal of work to ensure that our legislators hear from us and understand the importance of funding the C-43 Reservoir Project. This year the Florida legislature appropriated $18 million to help fund the C-43 Reservoir Project. It is estimated that we will need $300 million in federal appropriations to match state funds to complete the project. According to the South Florida Water Management District, work on the project is scheduled to begin in winter 2015. Lee County and several of the municipalities passed resolutions urging congress to pass WRRDA. Representatives from Lee County and its municipalities traveled to Washington D.C. to advocate for WRRDA and to promote projects that would create additional water storage and treatment.

2. *Obtain federal authorization and funding for the Central Everglades Planning Project (CEPP). The project will move approximately 210,000 acre-feet of water south of Lake Okeechobee and will address some of the damaging flows to the St. Lucie and Caloosahatchee estuaries.*

    a. The Corps' Project Implementation Report (PIR) was not completed in time for the project to be included in the 2014 WRRDA bill. However, the report was later approved by the Army Corps Civil Works Review Board and the public comment period for the Final PIR ended on October 3, 2014. CEPP continues to be one of the region's top priorities. We are hopeful that this project will be authorized in the next WRRDA bill or sooner. On September 16, 2014, Senator Bill Nelson and Congressman Patrick Murphy sponsored a bill to authorize the Central Everglades Planning Project. This bipartisan bill is supported by Senator Rubio and other members of the Florida delegation. Full support of the Florida delegation will be critical for this bill to get traction.

3. *The Federal Government needs to fund their share of the Comprehensive Everglades Restoration Plan (CERP) and implement the projects agreed to in the plan. A majority of the lands needed for the projects have already been purchased by the State and need Federal funding to move forward with the projects.*

    a. Through authorization of WRRDA, the Federal government will have the opportunity to appropriate funds for several very important CERP projects, including the C-43 West Basin Reservoir. We need to

keep pressure on our Federal legislative delegation to ensure that funds are appropriated for our priority projects.

4. *Continue to keep pressure on the U.S. Army Corps of Engineers to move as quickly as possible to rehabilitate the Herbert Hoover Dike. The project will protect the communities around Lake Okeechobee and possibly provide additional storage in the lake to reduce peak flows to the estuaries.*

    a. On September 17, 2013, the Lee County municipalities sent a joint letter to Governor Scott and the SFWMD requesting support for the U.S. Army Corps of Engineers to reevaluate the risk assessment for the Lake Okeechobee Regulations Schedule, LORS 2008. On July 8, 2014, the Southwest Florida Community Foundation sent a letter on behalf of 24 individuals representing several local governments and organizations to Assistant Secretary of the Army, Jo-Ellen Darcy, requesting that the USACE accelerate the risk assessment for the Herbert Hoover Dike. Over the past year, the USACE has been working on the Herbert Hoover Dike Rehabilitation Project and Dam Safety Modification Study. As part of this study, the Corps will be assessing progress to date on the Herbert Hoover Dike and will evaluate the risk assessment for LORS 2008 in light of progress on dike repairs. The report is scheduled to be completed in March 2015. It is hopeful that the assessment will determine that improvements made to date have reduced the risk of dam failure to the point where the current cap on lake elevation can be raised, thereby providing more available storage. It is not our desire to maintain the lake at higher elevations but only to expand the operating range. Lowering of the lake for the benefit of its ecosystem can continue but at a rate that is less harmful to the estuaries.

STATE PRIORITIES

1. *Construct the first Cell of the C-43 West Basin Reservoir Project. As currently planned, the C-43 Reservoir will store up to 170,000 acre-feet of basin storm water and overflow from Lake Okeechobee. The C-43 Reservoir is expected to supply enough water to meet the existing Minimum Flow and Level for the Caloosahatchee River 80% of the time. The project, with an estimated cost of more than $600 million, was designed with two large*

cells, a single 1,500 cfs pump station and a number of gated overflow and discharge structures. Under CERP, the State of Florida and South Florida Water Management District are responsible for 50% of the total project costs. Historically, the State has generally satisfied their cost share through land acquisition. In this case, however, most of the land was purchased using federal dollars. As a result, the State will be responsible for paying for at least 50% of the construction costs. The first cell is expected to provide approximately 85,000 acre-feet of storage and is estimated to cost approximately $300 million.

In addition to the land needed to construct the reservoir, there is an additional 1,500 acres of land on the site that was purchased as part of the Berry Groves acquisition. This land should be used to construct a stormwater treatment area (STA) adjacent to the reservoir to treat water before it is discharged into the Caloosahatchee.

a. The State appropriated $18 million for moving forward with an interim project for the C-43 reservoir site. Work is scheduled to begin in winter 2015. The SFWMD is evaluating options for cell one construction on the site. Additional funds will be needed from the Legislature in 2015 to move forward with construction of the first cell.

b. As part of the Caloosahatchee Visioning process, the water quality treatment component for the C-43 Reservoir (STA) has been one of the top-ranked priorities (to date) for the stakeholders participating in the process. This project could get momentum if there is continued support from the stakeholders.

2. *Construct the C-43 Water Quality Treatment and Demonstration Project (BOMA Property). The objective of this project is to demonstrate and implement cost effective wetland-based strategies for reducing Total Nitrogen (TN) load, and other constituents including Total Phosphorus (TP) and Total Suspended Solids (TSS), to the Caloosahatchee River and its downstream estuarine ecosystems. This is a multi-phased project involving bioassays, mesocosms, test cells, and field-scale cells to test, optimize, and demonstrate effectiveness of wetland-based technology, ultimately leading to implementation of a full-sized treatment facility.*

    a. *In late 2012, a conceptual design for a testing facility was completed. Full engineering design and permitting of the testing*

facility is contingent upon funding. The SFWMD will be performing the bioassays and mesocosms study in 2015 and 2016.

3. *Move forward with the Lake Hicpochee Restoration Project. Funds are needed to complete planning and construction on north and south sides of Lake Hicpochee to increase storage and treatment. Estimated cost for planning and construction is $20-30 million. Project will result in increased water storage and treatment within the Caloosahatchee basin.*

    a. Northern Lake Hicpochee restoration is in progress. 5,300 acres of land are already in State ownership and the SFWMD acquired an additional 640 acres north of Lake Hicpochee to be used for shallow storage. The project will provide shallow water storage of approximately 1,917 acre-feet. The State has an option to purchase an additional 2,454 acres of land to expand the project. Acquisition of this land would greatly enhance storage and treatment opportunities for this project. The Lake Hicpochee South Project is currently in a holding pattern. According to the SFWMD, cost/benefit data from the project on the south side of Lake Hicpochee suggest that, as designed, the project is not cost-effective. A redesign of the project may be necessary to make this project more feasible.

4. *Purchase additional lands south of Lake Okeechobee at fair market value, acquire private easements, or swap existing State-owned lands for the critical lands needed to facilitate storage, treatment and conveyance of water south into Everglades National Park. The State currently owns 26,790 acres of land that was purchased for $197,396,088 ($7,400/acre) from U.S. Sugar Corporation as part of the Reviving the River of Grass Project, with an option to purchase an additional 153,209 acres. The State should acquire the critical lands needed to store, treat and convey water south through purchase from willing sellers, acquisition of private easements, or by swapping for existing non-essential State-owned lands to acquire the footprint needed to effectively store, treat and convey water south through the Everglades Agricultural Area.*

    a. Under the State's contract with U.S. Sugar Corporation the "Initial Non-Exclusive Option", which includes approximately 46,800 acres of land, expires in October 2015. The "Entire Option Property Non-Exclusive Option", which includes 153,209 acres, or the balance of

that if the Initial Non-Exclusive Option is exercised, will expire in October 2020.

b. The University of Florida has been contracted to conduct a study to evaluate the feasibility of moving water south through the EAA to Everglades National Park. This study is scheduled to be completed in March 2015.

c. The Central Everglades Planning Project (CEPP) will provide the initial infrastructure for conveying water south. A phased approach, building on the CEPP project, would be an alternative to a Plan 6 flowway concept and would further the goal of increasing flows south, reducing the harmful high-flow discharges to the estuaries.

5. *Increase distributed storage in Kissimmee, Lake Okeechobee, and Caloosahatchee basins. Additional funds are needed for the State to partner with large land owners in the Kissimmee, Lake Okeechobee and Caloosahatchee basins to store more water on the land so that it is not discharged to Lake Okeechobee or to the Caloosahatchee River. Investigate the potential for additional projects based on cost/benefit analysis.*

   a. Over the past year, a significant volume of additional dispersed water storage has become available. As of October 11, 2014, the SFWMD was reporting 86,257 acre-feet (annual average) of disbursed storage being utilized. The District is continuing to explore other dispersed water storage projects. In order for this program to be viable and compete with regional storage facilities, these projects <u>must be cost-effective and their performance must be verified</u>. An overall analysis needs to be completed to verify effectiveness, along with a plan to meet a certain volume of managed storage to provide the desired outcome.

6. *Implement projects and programs funded under State legislative appropriations for the Caloosahatchee basin including the following:*

   a. Establish new monitoring sites to assess environmental impacts to the Caloosahatchee River and Estuary. An objective of the Senate Select Committee on Indian River Lagoon and Lake Okeechobee Basin (IRLOB) funding was to identify scientifically based solutions to improve the water quality and quantity in the St. Lucie Estuary, Indian River Lagoon, and Caloosahatchee River and estuary.

Information generated through the monitoring and research efforts will help support potential changes in the design and operation of the Northern Everglades and Estuaries system. To achieve this, Lee County in partnership with the Sanibel-Captiva Conservation Foundation (SCCF) Marine Laboratory is seeking funding to deploy two new RECON/LOBO sensors in the Caloosahatchee estuary; upgrade the original nitrogen and phosphorus sensors with current technology on three existing LOBO units and cost share 8 flow monitoring stations with the USGS. This suite of projects will provide documentation and enable us to better inform and focus local and state TMDL and BMAP assessments. Total cost for the additional monitoring is estimated at $615,260.

b. Begin oyster and seagrass restoration within the Caloosahatchee River and Estuary. The Northern Estuaries Resource Recovery pilot program was designed to re-establish vital estuarine habitats of shellfish and submerged aquatic vegetation (SAV) beds within the Northern Estuaries; St. Lucie/Indian River Lagoon and Caloosahatchee Estuary. The Senate Select Committee recommended, and the Legislature approved, appropriating $500,000 for each estuary to support the program, for a total of $1 million. The intent of this program is to replace critical ecosystem components such as oyster reefs and SAV that were lost by the high volume 2013 discharges to the northern estuaries. Tasks 2 and 4 seek to replace (restore) habitats damaged beyond repair to a pre-2013 level. Tasks 3 and 5 of this program seek to build resiliency by providing a source of healthy reefs and SAV for future restoration projects.

OTHER REGIONAL PROGRESS

1. *Caloosahatchee Visioning Program/Community Forum Update. Progress towards developing a regionally-supported list of restoration projects within the Caloosahatchee basin.*

    a. The SFWMD is sponsoring a program referred to originally as the Caloosahatchee Visioning Process, which was aimed at identifying a restoration "vision" for the Caloosahatchee River and Estuary. The process began with a series of stakeholder interviews. The goal of

these interviews was to collect information from local stakeholders on what they thought were the restoration priorities for the Caloosahatchee and the process that should be followed to implement restoration. Following the interviews a science-based Caloosahatchee Ecological Indicators workshop was convened. This workshop was organized by the SFWMD and the Consensus Building Institute (CBI), under contract with the SFWMD for the Caloosahatchee Visioning Program. The purpose of the Indicators Workshop was for scientists and resource managers to discuss past, present and future ecological indicator species that may help to guide restoration of the Caloosahatchee River and Estuary. A final report of the proceedings was submitted to the SFWMD by the Florida Gulf Coast University Watershed Institute. The Caloosahatchee Visioning Program has now morphed into an interagency group made up of state and local agencies, utilities, and other effected parties that have been tasked with developing consensus on a list of priority projects to address water storage and water quality within the Caloosahatchee basin. The SFWMD and CBI held the first of several Caloosahatchee Community Forums on August 8, 2014 to bring in other local stakeholders to get input on priority projects. The community forum and the interagency working group have been directed to focus specifically on restoration projects. Discussion of policy-related issues of how the Caloosahatchee is managed has been precluded.

b. The interagency team has developed a preliminary list of Caloosahatchee River Watershed Priority Projects. Two lists of projects were created, a Regional Project list and a Local Project list. The Regional Project list includes large-scale projects that are perceived to provide regional benefits. The local project list includes projects that will have more localized benefits, but cumulatively will benefit water storage and treatment within the Caloosahatchee watershed. See attached lists at bottom for details.

2. *Lee County Tidal Caloosahatchee Total Maximum Daily Load (TMDL) and Basin Management Plan (BMAP) Compliance*

a. Lee County and other stakeholders (Florida Department of Transportation (FDOT), City of Ft Myers, Cape Coral, East County Water Control District (ECWCD), Lucaya CCD, Charlotte County) are required by the Florida Department of Environmental Protection (FDEP) to reduce total nitrogen levels (TN) in the Caloosahatchee estuary by

140,853 lbs/yr for the first five-year Basin Management Action Plan (BMAP). Lee County's Conservation 2020 lands buying program has a total of 12,313 acres within the Caloosahatchee River watershed. Lee County in partnership with other local government agencies has constructed water quality treatment amenities on conservation lands. The Conservation 2020 water quality projects account for 22,152 lbs/yr (16%) TN pollution reduction credit. Lee County receives 2,222 lbs/yr TN reduction credit for structural stormwater and hydrologic restoration projects not associated with conservation lands and 196 lbs/yr TN reduction credit for street sweeping within the Caloosahatchee River watershed.

The Lee County Division of Natural Resources (LCDNR) in partnership with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension Services has implemented public education programs for do-it-yourself landscapers as well as the professional landscape community to prevent vegetative waste and fertilizer runoff pollution. Under our National Pollution Discharge Elimination System (NPDES) permit, LCDNR provides public education and regulatory enforcement for development-related activities within Lee County. Lee County receives 20,445 lbs/yr (15%) total nitrogen reduction credit toward the BMAP obligations for public education programs and existing fertilizer ordinance.

Caloosahatchee River Watershed Projects List

Information contained in the attached tables (one for regional projects, the other for local projects) reflects project data developed for the 2012 update of the Caloosahatchee River Watershed Protection Plan and information provided by local governments. The information has been updated to reflect project status as of summer 2014. It has also been updated to include results from implementers' individual assessments of each project's relative importance.

Project Phase has been categorized as: Near-term to reflect projects anticipated to be completed within the next 5 years, Long-term to reflect projects that are anticipated to be completed in 5 years or longer, and Ongoing to reflect activities that are anticipated to span both near- and long-term.

Category Projects which are located in or will affect more than one county have been categorized as Regional. The remaining projects are categorized as Local.

Agency reflects the principle agency(s) responsible for the implementation of the project.

Estimate Cost reflects the most current estimate provided by the agency and reflects the costs needed to complete the project.

Estimated Nutrient Removal is based on preliminary load reduction estimates from the 2012 CRWPP Update, modified as appropriate, or as provided by the agency. Estimates in the CRWPP were calculated using Southwest Florida Feasibility Study reductions for project types (i.e. filter marsh, STA, shallow water reservoir, restored wetlands etc.).

Unless otherwise noted, estimates for Nitrogen and Phosphorus removal are in metric tons per year.

Estimated Storage is described in acre-feet.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 18, 2015

AGENDA TAB NO. 8
SUBJECT TITLE: Request to Purchase a vacant lot next to the City Water Plant to install two new wells to supply the city's potable water system

OBJECTIVE: To purchase a parcel of vacant land at 511 Lake Dora Drive abutting the Water Treatment Plant in the amount of $51,000 to install two new Water Plant well to feed the City's water system.

SUMMARY:

Previously the City budgeted $40,000 to purchase property for two new wells that would replace the two small antiquated wells located at the Public Works complex that were installed in the 1950's. The vacant property is located next to the Water Plant (see attached map).

The two new wells will be larger and have a higher capacity to feed the City's water system. In addition, once the new wells are installed on the vacant property and the old wells are abandoned, the Public Works property will be in a better position to be redeveloped in the future as the older wells will have been eliminated. The vacant property is a very suitable location for the new wells as it is right next to the City's water plant and would only require a modification of the City's Consumptive Use Permit.

The vacant property was previously purchased in 2006 by Christopher Kroha for $85,000 during the height of the real estate boom. The value of the property is now much less than Kroha paid for it. The property is not for sale, however the city did approach the owners to gauge their level of interest in selling the property to the city about a year ago for which there did not seem to be much interest from the owners. The city reached out again recently and this time the owner's response was that if the city would pay off the remaining mortgage of $51,000 on the property, then they would sell it to the city. Again the property was purchased for $85,000 but today is only assessed by the County property appraiser at $19,750.

Although the mortgage pay-off price of $51,000 is above today's fair market value, the owners are not actively selling the property and the city is in need of the property to best serve the water plant now and into the future, thus staff believes that this is a reasonable price to pay for the property because of its strategic location adjacent to the water plant. The city attorney has drafted a contract (attached) in the amount of $51,000 that calls for the city to pay all normal closing costs of the transaction; Kroha will not receive any proceeds from the closing.

OPTIONS:

1) Approve the Purchase and Sales Agreement in a not to exceed amount of $51,000 plus closing costs utilizing the $40,000 that was previously budgeted for this along with $11,000 from Utility Reserves.

2) Do not approve the Purchase and Sales Agreement

STAFF RECOMMENDATION: That Council move to approve the Purchase and Sales Agreement in a not to exceed amount of $51,000 plus closing costs utilizing the $40,000 that was previously budgeted along with $11,000 from Utility Reserves

FISCAL IMPACT: The Utility Department has budgeted $40,000 for this purchase in the FY 2014-2015 budget and there is $3,463,578 in utility reserves.

LEGAL SUFFICIENCY: This meets Legal Sufficiency

We are working on a new Interactive Map that will replace this site. We encourage you to test the new site and leave us feedback to help shape its future. Beta test the new Interactive Map.

Click here to change page title

Please wait for the map to fully load before printing. Print page

Krohn property

AK 1769582

1. **Sale and Purchase:** *Christopher Kroha* ("**Seller**") and *City of Tavares, Florida, a Florida municipal corporation* ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: *511 Lake Dora Drive, Tavares, FL 32778*
Legal Description:
Alternate Key # 1769582

SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: _____
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ *See Add'l Terms*
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: *Williams, Smith & Summers, P.A.*
Escrow Agent's Contact Person: *Robert Q. Williams*
Escrow Agent's Address: *380 W. Alfred Street, Tavares, FL 32778*
Escrow Agent's Phone: *352-343-6655*
Escrow Agent's Email: *352-343-4267*

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within *3* days (3 days if left blank) after Effective Date ..... $ *1,000.00*
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ _____
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... $ _____
(d) Other: _____ ..... $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ *See Add'l Terms*

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *Feb. 13, 2015*, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on *w/i 60 days* ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

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5. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and

(**Check one**) ☒ within ***15*** days after Effective Date ☐ at least _____ days before Closing Date,

(**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

8. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ Feasibility Study: Buyer will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(5) ☒ No Feasibility Study: Buyer is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) Buyer Costs:

~~Taxes and recording fees on notes and mortgages~~
~~Recording fees on the deed and financing statements~~
~~Loan expenses~~
~~Title evidence (if applicable under Paragraph 7)~~
~~Lender's title policy at the simultaneous issue rate~~
~~Inspections~~
~~Survey~~
~~Insurance~~
Other: ***The Buyer ("City") shall pay all closing costs of this transaction except for Seller's attorneys' fees, if any.***

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) *n/a* _____ (**Seller's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) *n/a* _____ (**Buyer's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

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20. Additional Terms:

1. The parties agree that Williams, Smith & Summers, P.A. shall act as closing agent.

2. This contract is contingent upon the approval of the City of Tavares City Council.

3. The Purchase Price shall be equal to the payoff balance as of the Closing Date that is owed on the mortgage on the property in favor of Hancock Bank, account #000000-050-612-21, which had an approximate principal balance of $51,960.96 as of January 29, 2015.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: *Kirby Smith, Mayor*

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: *201 E. Main Street, Tavares, Florida 32778*

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: *Christopher Kroha*

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: *1111 Lakeview Drive, Winter Park, Florida 32789*

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

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AGENDA SUMMARY
TAVARES CITY COUNCIL
FEBRUARY 18, 2015

AGENDA TAB NO. 9

SUBJECT TITLE: City Administrator Report

OBJECTIVE:
To inform Council on city related matters.

SUMMARY: Will be presented at meeting

UPCOMING MEETINGS: (check with Susie Novack for any last minute changes)

- Regular City Council Meeting – March 4, 2015 – 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – February 24, 2015 – CANCELLED
- Library Board – March 18, 2015 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – February 19, 2015 – City Council Chambers – 3:00 p.m.
- Lake Sumter MPO – February 25, 2015 – 2 p.m. MPO Board Room, Leesburg
- Lake County League of Cities Luncheon Meeting – March 13, 2015 – 12:00

OTHER EVENTS

Waterman 5K Run – February 22, 2015 – 8 am to 11 am

HydroDrag Nationals – February 28-March 1, 2015

Orange Blossom Marathon – October 1, 2015

March 7, 2015 – Rubber Ducky Races

March 13-14, 2015 – Dragonboat Races

March 20-22, 2015 – Classic Raceboat Regatta

March 26-29, 2015 – Sunnyland Boat Show

April 18, 2015 – Planes, Trains & BBQ

May 2, 2015 – Seaplane Fly In

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
February 18, 2015

AGENDA TAB NO. 10

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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