AGENDA
TAVARES CITY COUNCIL

JULY 15, 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 form 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

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 July 1, 2015

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) 2015 Elections Proclamation **Mayor Smith**

Tab 3) Presentation to Chris Thompson – American Public Works Florida Chapter – Community Involvement Member of the Year **Mayor Smith**

Tab 4) Water for People Week Proclamation – August 2-8, 2015 **Mayor Smith**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

Tab 5) Ordinance #2015-12 – Annexation, Rezoning & Utility Agreement For 46.8 Acres on the South Side of US 441, East of David Walker Road — **Jacques Skutt**

Tab 6) Ordinance #2015-10 – Amendment to the Comprehensive Plan to Incorporate the Adopted Interlocal Service Boundary Agreement between The City of Tavares and Lake County — **Jacques Skutt**

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 7) Annual Evaluation of City Administrator — **Mayor Smith**

Tab 8) Approval of Proposal to Design Concept Plan for Library Building Expansion — **Tammy Rogers**

Tab 9) Approval of Interlocal Agreement with Lake County for Lighting at the Woodlea Sports Complex — **Tammy Rogers**

Tab 10) Approve of Request for Proposals for the Tavares Square Project — **Bob Tweedie**

Tab 11) Approval of Work Authorization for Rehabilitation of Lift Station #33 — **Brad Hayes**

Tab 12) Request for Additional Funding for T.A. Hux Alleyway to Supplement Community Development Block Grant — **Chris Thompson**

XI. AUDIENCE TO BE HEARD

XII. FISCAL YEAR 2016 BUDGET WORKSHOP

Tab 13) Presentation of Proposed Fiscal Year 2016 Enterprise & Special Fund Budgets — **John Drury**

Tab 14) Previous Council Workshop Flagged Items; Questions/ Answers — **John Drury**

Tab 15) Setting of Tentative Maximum Millage Rate for FY 2016 — **Lori Houghton**

XIII. OLD BUSINESS

Tab 16) Update on Status of Wooton Park Project **Bob Tweedie**

XIV. NEW BUSINESS

XV. AUDIENCE TO BE HEARD

XVI. REPORTS

Tab 17) City Administrator Report **John Drury**

Tab 18) 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.

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TAVARES

America's Seaplane City™

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JULY 1, 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
Nancy Barnett, City Clerk
Robert Q. Williams, City Attorney
Chris Thompson, Public Works Director
Tammey Rogers, Community Services Director
Mike Fitzgerald, Community Development
Stoney Lubins, Police Chief
Richard Keith, Fire Chief
Bob Tweedie, Economic Development Director
Joyce Ross, Public Communications Director
Lori Tucker, Human Resources Director

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Speaks gave the invocation and led those present in the Pledge of Allegiance.

Mayor Smith noted the hearing devices available at the entrance table and requested that cell phones be silenced. He asked those who wished to speak to Council for items on the agenda to fill out the form provided on the table at the entrance to Council Chambers.

III. APPROVAL OF AGENDA

Mayor Smith asked if there any changes to the agenda. Mayor Smith requested to add two "Audiences to be Heard" sections for future agendas when there is a budget workshop: One after the General Government section and one after the Budget Section.

MOTION

Bob Grenier moved to approve the Mayor's suggestion, seconded by Lori Pfister. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

Tab 1) Minutes of June 17, 2015 Regular Council Meeting

MOTION

Lori Pfister moved to approve the minutes of June 17, 2015 as submitted, seconded by Lisa Johnson. The motion carried unanimously 5-0.

V. PROCLAMATIONS/PRESENTATIONS - None

VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE COMMUNICATIONS

Attorney Williams noted there is Transmittal Hearing on the agenda that requires an opportunity for public comment.

VII. READING OF ALL ORDINANCES/RESOLUTIONS

Ms. Barnett read the ordinances by title only:

ORDINANCE 2015-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE CITY OF TAVARES COMPREHENSIVE PLAN, CHAPTER 6, INTERGOVERMENTAL COORDINATION ELEMENT, INCORPORATING THE ADOPTED INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF TAVARES AND LAKE COUNTY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 46.80 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RMF-2 (MULTI-FAMILY RESIDENTIAL) WITH CERTAIN CONDITIONS; SUBJECT TO THE RULES, REGULATIONS AND

OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-13

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 46.8 ACRES OF VACANT PROPERTIES FROM COUNTY URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

VIII. CONSENT AGENDA

Mayor Smith asked if anyone in the audience wished to speak on the Consent Agenda.

MOTION

Bob Grenier moved to approve the Consent Agenda [Assignment of Interlocal Agreement Pertaining to Animal Control from Lake County to the Lake County Sheriff's Office], seconded by Robert Speaks. The motion carried unanimously 5-0.

IX. ORDINANCES/RESOLUTIONS

Tab 3) Ordinance #2015-12 – Annexation & Rezoning & Utility Agreement for 44 Acres on the South Side of US 441, East of David Walker Road – First Reading Only.

Tab 4) Ordinance #2015-10 – Amendment to the Comprehensive Plan to Incorporate the Adopted Interlocal Service Boundary Agreement – First Reading

Mayor Smith invited public comment.

Tab 5) Ordinance #2015-13 – Large Scale Future Land Use Comprehensive Plan Amendment – 46 Acres on the South Side of Old US 441 and East of David Walker Road

Mr. Fitzgerald stated the ordinance proposes an amendment for 46.8 acres located on the south side of Old Highway 44, east of David Walker Road. The subject property is currently designated County Urban High Density (4-12 dwelling units per acre) and the proposed designation is City Low Density (5.6 units per acre). The property is within the City's Interlocal Service Boundary Area as established by the newly adopted ISBA. As a condition of annexation the owner or developer must enter into a water and sewer Utility Agreement to extend utility infrastructure to the property. The City may not approve any development or issue any final development order unless central water and wastewater serve the development. All applicable environmental assessments and permitting must be in place before any development is approved. This

amendment request is considered to be in compliance with the City's Comprehensive Plan and at its June 18th meeting, the Planning & Zoning Board voted unanimously to recommend approval and staff recommends approval.

MOTION

Bob Grenier moved to approve the transmittal of Ordinance #2015-13 to the State Department of Economic Opportunity for review, seconded by Robert Speaks. The motion carried unanimously 5-0.

XI. GENERAL GOVERNMENT

Tab 6) Request for Reduction in Impact Fees – Cagan Management Group

Mr. Tweedie noted this item was a request to reconsider an impact fees reduction by Mr. Cagan of Cagan Management Group. He said that Mr. Cagan presented this request at the last Council Meeting for a then planned 516 unit apartment complex off Huffstetler Drive. At that meeting Mr. Cagan requested that Council consider directing staff to recalculate the impact fee reduction based on a 240 unit complex.

Mr. Tweedie stated the recalculation had been provided to Council. The total impact fee revenue for the 240 unit complex would be $352,440 versus $1,057,442 in impact fees for the full rate. Mr. Cagan had stated that the lower rate would have been applicable in 2013 had he started his project at that time. Mr. Tweedie noted there was additional information that has been provided Mr. Cagan to Council for this meeting.

Mr. Tweedie said staff recommendation is still to not approve this request although staff does approve of the project and he noted Mr. Cagan was in the audience to present and to answer any questions.

Mayor Smith asked if during the meeting [with staff] with Mr. Cagan was there any indication of his willingness to pay something up front. Mr. Tweedie answered that he did not state that in the meeting.

Mayor Smith said that Denise Laratta had requested to speak.

Denise Laratta

Ms. Laratta said her position remained the same as the previous meeting. She said the City has a policy and should stay with that policy which is to pay 100% of the impact fees.

Mayor Smith asked Council if they wished to discuss the request further.

MOTION

Lori Pfister moved that Council not approve the request, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 7) Approval of Work Authorization to Develop Utility Master Plan for US 441 Corridor and Dead River Road

Mr. Hayes said the ISBA provides for the boundary lines for the city's future. This request is to begin the process of reviewing the utility service so that staff can begin planning for future needs. He noted the City issued a Request for Proposals for consultants in 2014 for various disciplines and created a Library for professional firms. The procurement manager takes requests from staff and identifies qualified professionals from that library. Staff then negotiated a Scope of Work, time line, and fee to conduct the work. For this project Parson Brinckeroff was selected to conduct a Utility Study from the Dead River to the Leesburg line at CR 473 including the properties back down to Dead River Road. The master study will include data and hydraulic criteria and will calculate potential water and wastewater flows in order to know what will be needed for future services.

MOTION

Lori Pfister moved to approve the work authorization with Parson Brinckeroff in the amount of $49,000, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 8) Infrastructure Occupancy Interlocal Agreement with the City of Leesburg to Grant License for Cable to Occupy the City's Fiber Structure

Mayor Smith stated he had a conflict with voting on this item as it is a direct conflict with his current employment. He then passed the gavel to Vice Mayor Grenier.

Ms. Houghton stated this is a request from the City of Leesburg to execute an Interlocal agreement to allow them to occupy the City of Tavares conduit cable along west Caroline Street for fiber optic connectivity to the Lake County Library System. As a member of the Lake County System, the City of Tavares is connected to that network of services. The City owns some conduit cable in the ground that is currently not being used. The initial term of the agreement is for 10 years and there is no monetary cost to the City for this agreement.

Vice Mayor Grenier asked if Council had questions.

MOTION

Lori Pfister moved to authorize the City Administrator to execute an Infrastructure Occupancy Interlocal Agreement with the City of Leesburg, seconded by Robert Speaks. The motion carried unanimously 4-0 with Mayor Smith abstaining.

Vice Mayor Grenier passed the gavel back to Mayor Smith.

Tab 9) Fiscal Year 2016 Goals for City Administrator

Mr. Drury noted that each councilmember has done a performance evaluation of the City Administrator and identified goals individually. The goals are now being brought back to the City Council to be reviewed as a whole. Mr. Drury requested that Council go through the goals and identify whether Council is in agreement with all of the goals.

Mayor Smith reviewed the list of each Councilmember's goals and asked for confirmation. After review of each goal, the following list was approved:

- Continue Economic Development initiatives in the 19/561/448 corridors with a balance between commercial, light industrial, residential, and green space
- Choose items from the Master Plan that can be reached economically
- Maintain vision of "Building on a Historic Foundation"
- Redevelop Clerks Building Site
- Passenger Service from Seaplane Base to other Florida locations with definitive scheduled commercial flights "to and from" Tavares
- Continue with achievable current year goals:
- Re-develop Clerks Building city block
- Seaplane passenger service
- Develop signature fall event
- Way finding program
- Ruby Street re-construction
- Grow Tavares Library
- Continue on current year goals
- Begin work in 2015 on Wooton Park West End.
- Ensure Wooton Park's shoreline is maintained in a clean style
- Begin "sprucing up' any and all City buildings located along the Alfred/Caroline Street corridor
- Assist in the collaboration between the School Board and the County for the Fred Stover/Woodlea Sports Complex sale and build out
- Create a CRA for Old Hwy 441 from Disston Avenue to Bay Road and start implementing improvement plan
- Continue in being creative and aggressive in getting our Brand out to others
- Finish Alfred Street Project (streetscape and lighting)
- Restart talks on Golden Triangle Fire District
- Sell Clerk's building in 2015-2016
- Street resurfacing (get it kicked off and budget money)
- Work on getting vacant buildings filled
- Continue to seek income producing revenues +10%
- Look to hold expenses to a minimum -10%
- Complete Wooton Park Expansion
- Secure funding/grants for Phase III of Pavilion (Seaplane/Boat Dock Area)
- Secure Grants for Woodlea Sports Complex from Lake County

- Develop Funding program for Public Safety Complex
- Install Gateway sings at the Chris Daniels Fountain Park and Florida Hospital Water property
- Upgrade Ruby Street (sidewalks, lighting, and brick pavers)
- Performing/Cultural Center
- Develop necessary parking for the Pavilion
- Continue to work with County on paying their fair share of fire protection
- Have a section of Wooton Park "West End" completed for public use
- Have City Flags installed at city buildings (where appropriate) and for sale in Prop Shop
- Implement Street repaving plan in 2015
- Increase retail community in Downtown

Tab 9A – AUDIENCE TO BE HEARD

Vance Joachim, Lake County resident

Mr. Joachim commended the City Council and staff for providing the handout for the budget and printout for the goals. He discussed the renewal of the infrastructure sale tax and his concern about bonding out the tax revenue. He said the County just received a consultant study on impact fees that said the residential impact fees should go down but there should be a substantial increase in the commercial rates. He said he agreed with the City voting down the impact fee reduction. He also commended City Council for always being gracious when having discussions.

Betty Burleigh, 214 New Hampshire Avenue

Ms. Burleigh discussed a historical poster that advertised the 4th of July in Tavares at "courthouse square." She said as follows: In 1947 there was a headline that stated "20 years ago on July 4th (which would have been 1927) "when the routing of the highway through the County it was proposed that the road to Mt. Dora and Orlando should start not from Eustis but at some point mid-way between Tavares and Eustis. A young man, J.J. Haley, spoke up 'why consider Tavares? They have only three people and six chickens.' Ms. Burleigh said this remark was reported in the paper and Tavares rose to the challenge. "The entire community rallied and invited the whole county for a "glorious July 4th celebration and barbeque. Huge full sheet posters were distributed all over the county. A 12 x 16 foot flag was made by some of the women to fly during that event and between 2,000 and 3,000 people attended. They consumed more than 1,000 lbs. of barbeque, pork, and beef and enormous quantities of bread and coffee. Fun was provided for everyone, A grease pole, wheel barrow and bag races, baseball games were held, plus there were honored speakers—Governor Jennings, Senator Butler, and Representative Alexander St. Clair Abrams. The holiday was a complete success and Mr. Haley was known as 'six chicken Haley' till the day he died."

Ted Wicks, Wicks Engineering Services

Mr. Wicks stated he had a procedural complaint noting the Mayor had extended the courtesy to the general public to comment yet did not extend the right to Mr. Cagan to address Council on the hard work he had done to put the proposal together.

Mayor Smith said there is a law now that mandates that the public fill out a form to make comment. He said since there were no questions for Mr. Cagan he would have had to fill out a form to be included in the general comment section.

XI. FISCAL YEAR 2016 BUDGET WORKSHOP

Tab 10) Budget Workshop – General Fund Presentation

Mr. Drury presented the overall summary of the General Fund budget including the format of the budget and where to find specific items. Ms. Houghton reviewed each General Fund department's budget and operations.

Audience Comment

Denise Laratta, Royal Harbor

Ms. Laratta commended Mr. Drury's review of the budget format but stated she felt the budget contained too many pages. She then asked the following questions.

- Why does the city continue to donate to the Renaissance Faire? What is the payback to the city?
- What is planned for the Sister City activities? Mr. Drury said staff will bring back all of the plans for that item. A placeholder for $12,500 has been put into the budget. He said he envisioned a visitation to the Sister City as part of that plan. In addition he said the city would like to continue expanding the Sister City program to other Sister Cities that have seaplanes and aviation. Ms. Laratta said rather than doing another visitation she thought there should be additional activities such as a student exchange. Mr. Drury said there have been some behind the scene activities in terms of cultural and student and business exchange. The mayor has been active in corresponding with the Sister City and reaching out to the Rotary Club and Chamber in Taipei.
- Is the Wooton Park memorial intended for the alleyways with the biographies? Mr. Drury answered that was the plan to have one memorial in Wooton Park with a biography of each individual who is honored on the alleyways with possibly a map showing how to find the alleyways. Ms. Laratta asked the cost. Mr. Drury said $10,000 has been budgeted. Ms. Laratta said she would rather see that money devoted to the Alfred Street Streetscape.
- Employee Fitness program: She said she has been involved with companies who do this but her experience has been that people sign up but do not follow through and she suggested there should be some result that has to be shown.
- Ms. Laratta asked how much money would be available if the millage rate stayed the same without reducing it. She said that might be another source of funding for finishing the Alfred Street project.

Vance Joachim – Lake County resident

Mr. Joachim asked the total budget figure. Mr. Drury answered $36,441,272. Mr. Joachim discussed the Sheriff's Budget and noted they do not publish a detailed budget. He commended the City for being transparent and being upfront. He suggested that in the future the city should consider budgeting for on line videotaping of the council meetings and to budget more for the library expansion. He said Tavares has one of the least funded libraries even though it is the county seat.

Mr. Joachim noted it was stated that the benefits were going up 15% and he asked if the employees were going to be asked to contribute. Mr. Drury said the city and the employees will both contribute more money for health care. He said on the HMO plan the employee's contribution will go up 7.5%; on the PPO care the employee will pay 60% more. He said the City is encouraging employees to consider the HMO plan. He said whatever the city pays for the HMO, will be the same as for the PPO plan. Mr. Joachim commended the city for having that approach.

Council Questions

Mayor Smith

- Fire truck pumper: what were the repair costs for 2014-2015 in relation to how much downtime that occurred and what was done when the truck was down. Ms. Houghton said so far $11,000 has been spent on repairs and the pumper has been out of service at least a few times. Chief Keith said he could not say how many times it has been out of service as many times it goes out of service for a few hours. He said there are three trucks total; two pumpers and one ladder truck. The ladder truck is the newest (2007) and has mechanical issues. The one that will be replaced is in theory the reserve truck for when one of the trucks go out of service. He said it is also difficult to track the cost as it is repaired in-house and any invoice is just for parts. He discussed the issue of the need for loaner trucks that have also been utilized. He commended Charlie Pell and his staff in the vehicle maintenance department.
- What are our employee salaries compared to surrounding communities? Ms. Houghton said she would be distributing a report to Council that shows several different positions with starting salaries.
- On page 16, there is Capital Outlay and Other reference—he asked for an explanation. Ms. Houghton said that page is laid out to show the different types of expenditures. The first column is personal services which includes wages and benefits; then materials and supplies (the operational cost); then capital outlay which may include capital item, transfers, or debt service, or community grants would be included there.
- Page 50 – the capital lease went up when it was running steady for the two previous years. He said he noticed there are chillers but they are not the replacement chillers for the City Hall. He asked for information on those chillers which could be provided later.
- Page 79 – Asked for information on Quorum Services? Ms. Houghton said Quorum Services do all of the building inspections through the Community Development Department.
- Page 245 – Line 572-34-10 – What is the rate study for and what are the benefits. Ms. Houghton said this is the rate study for the General Government impact fees which

include Parks and Recreation, Police Impacts, and Fire Impacts. The last study was done in 2005. She added Water and Wastewater Impact Fees are done every five years.

- Page 359 – 543-46-16 – He asked if the costs for the fueling system with new hoses, was due to FAA safety requirements. Mr. Tweedie answered in the affirmative.
- Page 353 – 512-81-10 – Miscellaneous grants – set at $2500. He said he thought $1000 was supposed to roll over into that $2500 to make it $3500 total. Ms. Houghton said that was correct and it would be added when the update is done.
- Mayor Smith asked that a dollar amount be presented for the millage rates. Ms. Houghton said she will prepare that for the next meeting.

Vice Mayor Grenier

- He said Mr. Drury had included a cut list and noted that if there were some tweaks to the budget, some of those cuts could move back into the budget.
- The $1000 that was mentioned for the community grants is already in the budget.
- He asked what is the "Holiday Festival." Ms. Houghton said that is the Christmas holiday. Mayor Smith asked if the description could be changed to "Christmas."

Councilmember Pfister

- Said she has objected to the funds for the Renaissance Faire and there are other needs that this money could be used for; i.e. a façade program.
- Noted she has several questions which she will bring forward at next meeting.
- Discussed the need for improved library services and cultural programs

XII. OLD BUSINESS

Mayor Smith asked for an update on the Wooton Park expansion grant at the next meeting.

Councilmember Pfister asked about the orange ribbons on the City Hall trees. Mr. Thompson said a state forester has inspected the trees and made a recommendation on which trees needed to be thinned out and removed. He said it is a safety issue.

Mr. Drury said staff will provide a report on the problem with the trees and the replacement of the trees that are being removed. He said after Council has received the report it can be agendized if needed. Ms. Pfister said she would not question the report but she wanted to be sure there is money in the budget to replace the trees after removal. Mr. Drury confirmed and a complete report will be provided. Vice Mayor Grenier asked if city staff would be removing the trees. Mr. Thompson confirmed noting they have the equipment to do so.

XIII. NEW BUSINESS

City Administrator

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 14) City Administrator

City Clerk

Fire Chief

Chief Keith said the ISBA had been discussed earlier and part of the agreement is the closet unit fire response. He said today at 3:00 p.m. the Tavares Fire Department made their first response as the closest unit.

Finance Director

Ms. Houghton noted the annual report is on the web site and she will be scheduling the auditors to attend a future meeting.

Economic Development

Human Resources Director

Public Works Director

Finance Director

Community Services Director

Ms. Rogers reminded everyone of the upcoming July 4th event.

Tab 15) City Council

Councilmember Pfister

Councilmember Pfister congratulated Chris Thompson for receiving an award. She said yesterday on June 30, 1953 the very first Corvette rolled off the assembly line. She said only 300 were made and they cost only $3200.

Vice Mayor Grenier

Vice Mayor Grenier extended congratulations to Mr. Thompson. He said (in reference to the previous chickens in the downtown issue) he had heard recently that Actor Robin Gosling is fighting against penned up chickens. He said today 152 years ago was the first battle of the Battle of Gettysburg which lasted three days, July 1-3. He said in addition, today Actress Olivia de Havilland is 99 years old.

Councilmember Speaks

Councilmember Speaks congratulated Chris Thompson and also commended Ms. Houghton and all the department heads on the budget preparations.

Councilmember Johnson

Councilmember Johnson thanked Ms. Houghton for the budget presentation. She mentioned the beautiful hanging baskets that are being installed in the downtown. She commended the employees for their work in getting the city ready for the 4th of July celebration. She wished everyone a happy 4th of July.

Mayor Smith

Mayor Smith said that the beginning of the closest unit response by the Fire Department is very significant and it is the first time the County will be paying some of their fair share for fire service by the City.

Mayor Smith said in 1200 sunglasses were invented in China.

Adjournment

There was no further business and the meeting was adjourned at 6:29 p.m.

Respectfully submitted,

Nancy A. Barnett

Nancy A. Barnett, City Clerk, MMC

AGENDA SUMMARY
TAVARES CITY COUNCIL
July 15, 2015

AGENDA TAB NO. 2

SUBJECT TITLE: Proclamation for the November 3, 2015 City Election

OBJECTIVE:

The Mayor will read a proclamation for the November 3, 2015 Notice of Election.

SUMMARY:

The 2015 Election will be held November 3, 2015 for Seats 2 and 4. Qualifying deadline is Monday, August 17, 2015 at noon.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

LEGAL SUFFICIENCY:

Legally sufficient

America's Seaplane City™

PROCLAMATION
BY ORDER OF THE MAYOR OF THE CITY OF TAVARES

NOTICE OF ELECTION

The 2015 City Election will be held on Tuesday, November 3, 2015 in the City Hall Council Chambers, First United Methodist Church, Lake County Agriculture Center, Lake Frances Estates Clubhouse, Tavares Masonic Lodge, Imperial Terrace, and Royal Harbor Social Hall, for the purpose of electing two non-partisan Councilmembers to Seat 2 and Seat 4 to serve at large for 2015-2017.

NOTICE IS HEREBY GIVEN that the registration for Lake County is now open for registration of all qualified voters of the City of Tavares at the office of the Supervisor of Elections for Lake County in the Administrative Building of Tavares, Florida, during the usual office hours.

Electors of the City of Tavares who have registered on or prior to October 5, 2015 at 5 p.m. will be processed for voting at the City Election to be held on the 3rd day of November, 2015.

Nominations to Seats 2 and Seat 4 shall be by petition signed by at least twenty-five (25) qualified electors of the City of Tavares and must name the individual and the specific Council seat sought. A candidate may qualify for only one seat. The petition must be filed with the City Clerk by Noon at City Hall for the City of Tavares on or before the 17th day of August, 2015 along with all required election documents. Election packets may be obtained from the City Clerk.

Dated this 15th day of July, 2015.

_____

Kirby Smith, Mayor

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 15, 2015

AGENDA TAB NO. 3

SUBJECT TITLE: American Public Works Association Award to Public Works Director

OBJECTIVE:

To recognize Chris Thompson, Director of Public Works, for being awarded Community Involvement Member of the Year by the Florida Chapter of the American Public Works Association at both the state and the local level.

SUMMARY:

The Florida Chapter of the APWA has recognized Chris Thompson, Director of Public Works for his volunteer work in organizing quarterly landscape days at Give Kids the World, a non-profit resort where children with life threatening illnesses and their families are treated to cost-free vacations.

OPTIONS:

N/a

STAFF RECOMMENDATION:

n/a

FISCAL IMPACT:

None

LEGAL SUFFICIENCY:

n/a

Florida Chapter
APWA
AMERICAN PUBLIC WORKS ASSOCIATION

June 29, 2015

Chris Thompson
Public Works Director
City of Tavares, FL

RE: **APWA FL Chapter and Central FL Branch Community Involvement Member of the Year Awards**

Dear Mr. Thompson:

On behalf of the Florida Chapter of the American Public Works Association (APWA), I want to congratulate you on being recognized at both the state and local level (Central FL Branch) of APWA as the **Community Involvement Member of the Year!**

This award is to recognize public works leaders who are also leaders in their community and who endure public trust in public works professionals through recognition of outstanding community leadership. Considering there are over 1,400 members in the Florida Chapter of APWA, this is a great accomplishment!

APWA serves professionals in all aspects of public works—a fact that sets it apart from other organizations and makes it an effective voice of public works throughout North America. With a worldwide membership over 28,000 strong, APWA includes not only personnel from local, county, state/province, and federal agencies, but also private sector personnel who supply products and services to those professionals. APWA exists to develop and support the people, agencies, and organizations that plan, build, maintain, and improve our communities. Working together, APWA and its membership contribute to a higher and sustainable quality of life. The Florida Chapter's motto is "First to Respond, Last to Leave."

Both the Florida Chapter and the Central Florida Branch hold an Annual Awards Meeting with the purpose of recognizing individuals, projects and agencies that truly make a difference in the communities in which they serve. We are proud to recognize **Chris Thompson** for both the state and branch **Community Involvement Member of the Year** for his efforts to continue to organize the quarterly landscape days at the Give Kids the World Property in Kissimmee, FL over the last few years. Give Kids the World is a 70-acre, non-profit, storybook resort where children with life threatening illnesses and their families are treated to weeklong, cost-free, fantasy vacations.

Thank you,

Don Jacobovitz, PE
Awards Chair, APWA Florida Chapter

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 15, 2015

AGENDA TAB NO. 4

SUBJECT TITLE: Water for People Week August 2nd – 8th, 2015

OBJECTIVE:

The Mayor will read a proclamation designating the week of August 2nd – 8th Water For People Week 2015

SUMMARY:

See attached proclamation.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

TAVARES

America's Seaplane City™

PROCLAMATION

WHEREAS, the importance of safe water and proper sanitation to life and livelihood are well recognized. Nearly 800 million people worldwide lack access to clean water and over 2.5 billion people lack access to clean sanitation;

WHEREAS, the development of water and sanitation infrastructure has been shown to be effective in improving overall health, social development, and has resulting impacts to economic activity, participation in political processes and broader geo-political stability; and

WHEREAS, Water For People is a non-profit organization that envisions a world where no one dies from a water-borne illness and has been working for over 20 years, developing sustainable, culturally-sensitive, community-owned safe water and sanitation infrastructure and providing hygiene education in developing countries; and

WHEREAS, the local committee for Water For People, organized under the leadership of the Florida Section of the American Water Works Association (FSAWWA) is actively involved in raising awareness of the issues of global water and sanitation; and

NOW, THEREFORE, I Kirby Smith, Mayor of the City of Tavares, hereby do recognize the FSAWWA Water For People committee and its dedicated volunteers for its steadfast work in the support of safe water for developing countries and the education of our community on this important issue, and proclaim the week of August 2nd – 8th, 2015 as

"Water For People Week"

_____

Kirby Smith, Mayor

AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 15, 2015

AGENDA TAB NO. 5 **SECOND READING**

SUBJECT TITLE: **Ordinance 2015-12**
Annexation & Rezoning –Old 441-Charlie Johnson Builders

OBJECTIVE:

To consider the annexation and rezoning to RMF-2, Residential Multi-Family of approximately 46.80 acres of property located on the south side of Old U.S. HWY 441, east of David Walker Drive.

SUMMARY:

The subject property is located at the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 46.80 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

Charlie Johnson Builders Inc, the owner of this property, has applied for annexation of these lands into the city and is seeking a zoning designation of RMF-2, Residential Multi-Family. Since the property is not contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities has also been signed by the applicant. The owner is proposing to develop a residential subdivision consisting of an engineer's estimate of approximately 150 new detached single family homes. The applicant has consented to an inclusion of a condition into the rezoning ordinance that will permit only single family development on this property. Planning staff is in the process of creating a new Residential Single Family Zoning District that will allow 60 foot wide lots and only single family detached development. As per the utility agreement, all homes will be connected to city utilities. As usual for new subdivisions, the owner will be required to receive preliminary and final subdivision plat approval from City Council and must also obtain subdivision construction approval to insure compliance with all city codes and specifications. These approvals are conditioned on the applicant obtaining all applicable permits from outside agencies including Lake County. Environmental, school and traffic impacts will be addressed through this process. The owner is concurrently seeking a Future Land Use Map amendment to Low Density Residential (5.6 dwelling units per acre).

This property is surrounded on all sides by existing residential development. A residential zoning for this property is the most compatible use. The owner has for many years desired to develop this property, but the lack of utilities and the inability to annex into the city has been an issue. Our newly adopted ISBA essentially solves these problems, allowing the city to naturally expand its boundaries and utilities in a predictable, planned fashion.

OPTIONS:

1. That City Council moves to approve Ordinance 2015-12 for the annexation and rezoning of the 46.8 acres of property on the south side of Old US 441 and East of David Walker Road and associated Utility Agreement for water and sewer infrastructure.
2. That City Council moves to deny the proposed annexation and rezoning.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board voted 5-1 to recommend that City Council approve Ordinance 2015-12.

STAFF RECOMMENDATION:

Move to approve Ordinance 2015-12 for the annexation and rezoning of the 46.8 acres of property on the south side of Old US 441 and East of David Walker Road and associated Utility Agreement for water and sewer infrastructure.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 46.80 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RMF-2 (MULTI-FAMILY RESIDENTIAL) WITH CERTAIN CONDITIONS; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the properties described in **Exhibit "A"** have voluntarily petitioned to annex into the City of Tavares, and

WHEREAS, these properties are located within the Interlocal Service Boundary Area attached as **Exhibit "B"** to this ordinance; and

WHEREAS, the City of Tavares may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the Interlocal Service Boundary Agreement executed between the City of Tavares and Lake County, and

WHEREAS, as a condition of annexation under the Interlocal Service Boundary Agreement, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement at the time of annexation to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development, and

WHEREAS, the owner has signed a utility agreement attached as **Exhibit "C"** to this ordinance which upon acceptance by the City of Tavares will obligate the owner to connect to the City's public water and sewer utility system or to construct the utility infrastructure for water and waste water pursuant to the City's plans and specifications, and

WHEREAS, the owner has requested that the subject property be given a city zoning designation of RMF-2 (Residential Multi-Family) upon annexation to facilitate the development of a single-family detached subdivision with minimum lot frontages of 60 feet and

minimum lot areas of 6500 square feet which is in compliance with an RMF-2 (Residential Multi-Family) zoning; and

WHEREAS, the City is in the process of creating a new Residential Single Family Zoning District that will allow 60', but currently, the only residential zoning district in the City that will allow single family 60' lots also allows duplexes, which the City feel are not an appropriate use for this property; and

WHEREAS, the owner agrees and consents to the inclusion of a condition that the RMF-2 (Residential Multi-Family Dwelling) zoning that will be applied to the subject property will permit only single family detached development in accordance with the provisions of the City's Land Development Regulations; and

WHEREAS, the City is concurrently processing an amendment to the City's Comprehensive Plan to re-designate the property from Lake County Urban High Density to City Low Density on the Future Land Use Map 2020; 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 to be heard 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 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. Annexation

The properties legally defined as and depicted in **Exhibit "A"** attached hereto, situated in Lake County, Florida, is hereby incorporated into and made a part of the City of Tavares, Florida, pursuant to the voluntary annexation provisions of Chapter 171, Part II, Florida Statutes.

Section 2. Utility Agreement

That the Utility Agreement attached as **Exhibit "C"** to this ordinance is hereby approved by the City Council of the City of Tavares; and

Section 3. Rezoning

The said properties, as legally defined in **Exhibit "A",** is hereby rezoned from Lake County R-1 (Rural Residential) and County R-2 (Estate Residential) to City RMF-2 (Multi-Family Residential), under the specific provisions as established by the City of Tavares Land Development Regulations and this ordinance, provided, that only single family dwellings shall be permitted to be constructed on this property.

Section 4. 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 5. Effective Date.

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

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

_____

Kirby Smith, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____

Nancy Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Robert Q. Williams, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA **(PARCEL A)**

AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. **(PARCEL B)**

AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(PARCEL C)**

EXHIBIT B
INTERLOCAL SERVICE AREA BOUNDARY

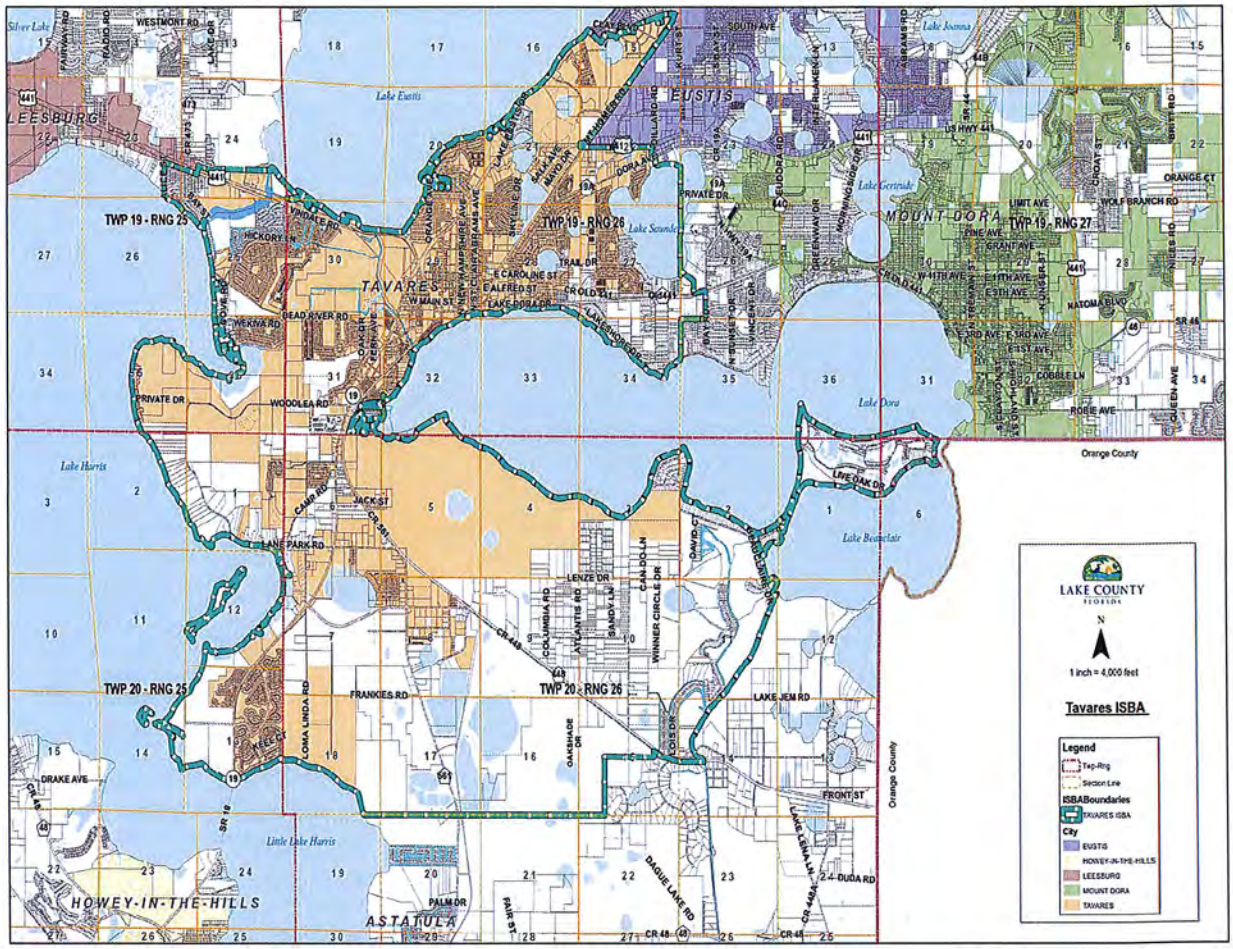

EXHIBIT C
UTILITY AGREEMENT

America's Seaplane City™

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, _____ by and between THE CITY OF TAVARES, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a Florida limited liability company, (hereinafter referred to as "Developer").

RECITALS

1. The City owns and operates a central water and wastewater utility within the Interlocal Service Area Boundary Area identified as Exhibit "A" in the Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

2. The Developer owns property, legally described in "Exhibit A" of this Utility Agreement. This property is within the Tavares Interlocal Service Area Boundary. The Developer desires to annex this property into the City of Tavares.

3. A requirement for annexation of non-contiguous properties under the Interlocal Service Boundary Agreement is that properties are either presently served by or capable of being served by public central water and sewer utility service, or the subject owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property. The Agreement provides that the City of Tavares may not approve development or issue a final development order in such annexed area unless central water and waste water serves the development.

4. The Developer has agreed to (___) immediately connect to the an existing public water and sewer utility service, or (___) construct the utility infrastructure for water and waste water pursuant to the City's plans and specifications, and it has agreed to pay the entire cost to design, permit, construct, and inspect that construction.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. Connection or Construction of Capital Lines and Facilities. The City acknowledges that the Developer, at its expense, has agreed either to:

(a). Connect to the City's public water and sewer utility system or some other public central water and sewer service approved by the City within ____ days, or

(b). Design, permit, and construct the following capital infrastructure improvements to wit:

Description of Work: _____

The City hereby acknowledges that it has granted to the Developer the right and license to construct said water and sewer lines, and expressly consents to such construction.

3. Conveyance of Improvements. At the City's option, all of the utility facilities constructed pursuant to this agreement shall be the property of the City. In such instance, the Developer agrees to convey to the City, by bill of sale, all of Developer's right, title and interest in Infrastructure extensions and improvements upon execution of this Agreement. In the event the utility connection improvements are not conveyed to the City, the Developer shall be responsible for all maintenance of said lines and facilities.

4. Documentation from Developer. The Developer shall submit to the City sealed engineered copies of all design drawings, contractor's affidavits, certificates from the project engineer, and a set of as-built drawings for all of the improvements contemplated hereby. The Developer shall also assign to the City all warranties and guarantees that it has on the improvements.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Waiver; Modification. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

9. Application; Affect. If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall be affected thereby and shall be enforced to the greatest extent permitted by law.

10. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City:	John Drury, City Administrator City of Tavares 201 East Main Street Tavares, Florida 32778 Telephone: (352) 742-6209
Copy to:	Robert Q. Williams, Esquire Williams, Smith & Summers, P.A. 380 West Alfred Street Tavares, Florida 32778-3298 Telephone: (352) 343-6655 Fax: (352) 343-4267
Developer:	_____

11. Attorney's Fees. In the event of any dispute hereunder for of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable cost, fees, expenses, including but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

12. Performance. Time is of the essence in the performance of this Agreement.

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

CITY OF TAVARES

ATTEST:

_____
Nancy Barnett, City Clerk

_____
Kirby Smith, Mayor

Approved as to form and legality by:

This _____ day of _____, 2015.

_____
Robert Q. Williams, Esquire
City Attorney

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

Signed, sealed and delivered in the presence of the following witnesses:

DEVELOPER:

_____
Signature of Witness

_____
Printed Name of Witness

By:_____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as Manager of _____, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)

EXHIBIT "A" OF UTILITY AGREEMENT

LEGAL DESCRIPTION

LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA **(PARCEL A)**

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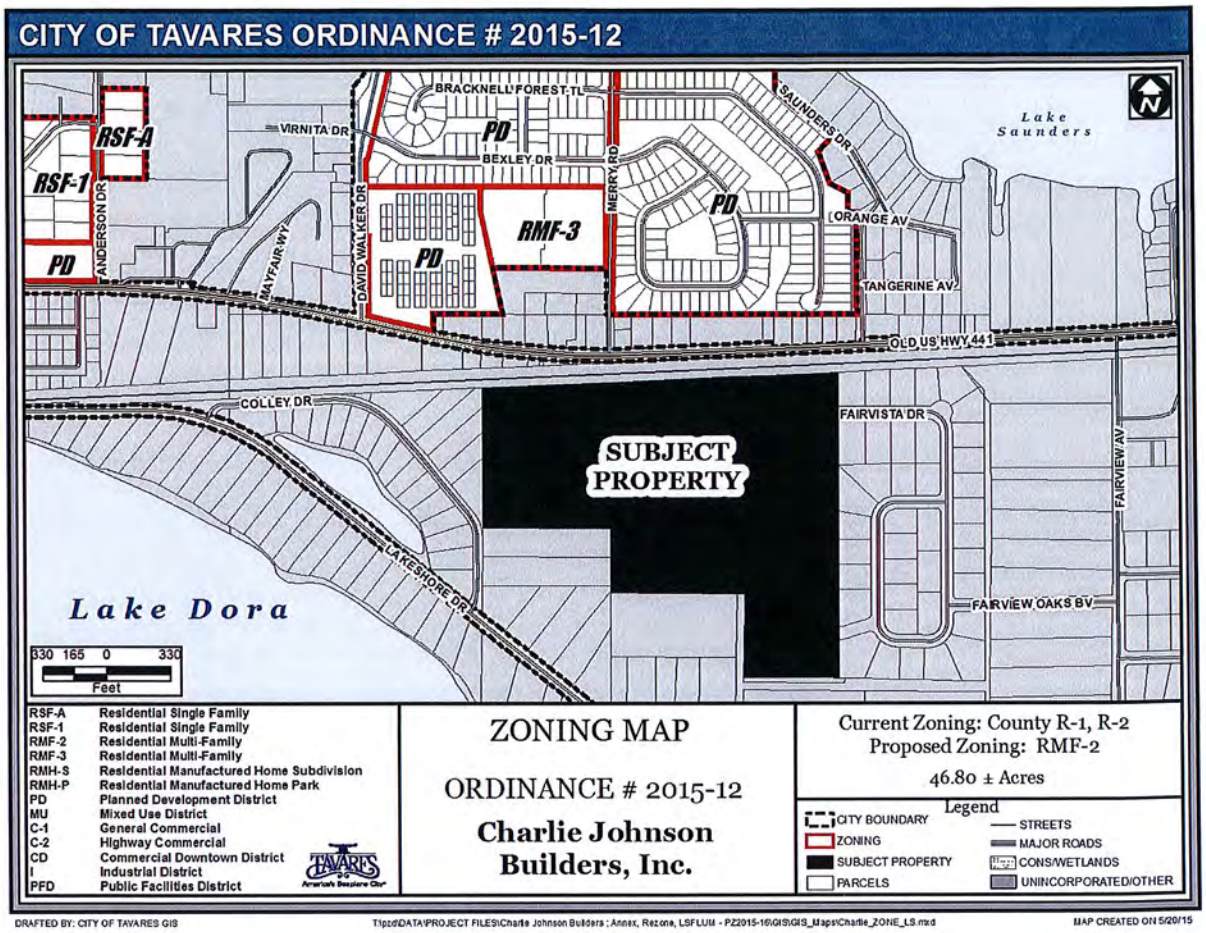
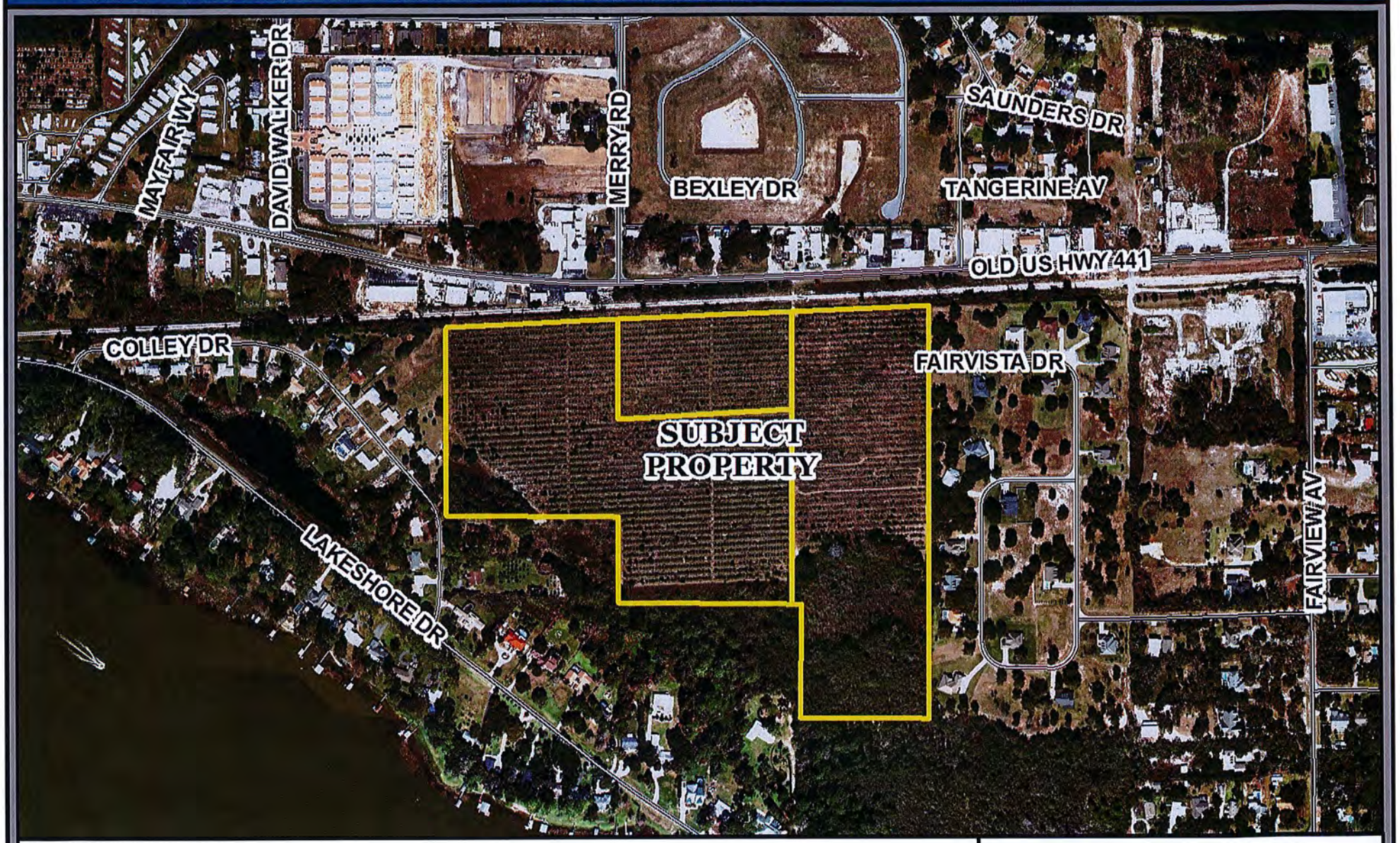

CITY OF TAVARES ORDINANCE # 2015-12
RSF-A
RSF-1
PD
ANDERSON DR
VIRNITA DR
MAYFAIR WY
DAVID WALKER DR
BRACKNELL FOREST TL
PD
BEXLEY DR
RMF-3
PD
MERRY RD
PD
SAUNDERS DR
ORANGE AV
TANGERINE AV
Lake Saunders
OLD US HWY 441
COLLEY DR
SUBJECT PROPERTY
FAIRVISTA DR
FAIRVIEW AV
LAKESHORE DR
Lake Dora
FAIRVIEW OAKS BV
330 165 0 330
Feet
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 Subdivision
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
ZONING MAP
ORDINANCE # 2015-12
Charlie Johnson Builders, Inc.
Current Zoning: County R-1, R-2
Proposed Zoning: RMF-2
46.80 ± Acres
Legend
CITY BOUNDARY
ZONING
SUBJECT PROPERTY
PARCELS
STREETS
MAJOR ROADS
CONS/WETLANDS
UNINCORPORATED/OTHER
DRAFTED BY: CITY OF TAVARES GIS
T:\pzd\DATA\PROJECT FILES\Charlie Johnson Builders : Annex, Rezone, LSFLUM - PZ2015-16\GIS\GIS_Maps\Charlie_ZONE_LS.mxd
MAP CREATED ON 5/20/15

1

CITY OF TAVARES - PROPERTY LOCATION MAP



PROPERTY LOCATION MAP

570 285 0 570
Feet

DRAFTED BY: CITY OF TAVARES GIS

T:\pzd\DATA\PROJECT FILES\Charlie Johnson Builders ; Annex, Rezone, LSFLUM - PZ2015-16\GIS\GIS_Maps\Charlie_LOCPP.mxd

MAP CREATED ON 5/20/15

Orlando Sentinel
Publication Date: 06/15/2015

Ad Number:	3334497-1	Client Name:	
Insertion Number:		Advertiser:	City of Tavares
Size:	3 x 10.5	Section/Page/Zone:	Lake Zone/E004/LAK
Color Type:	B&W	Description:	ff/Ord 2015-12 and 13

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THE ARTS IN LAKE

Russian love-triangle opera at the library

By Debbie Manis
Staff Writer

Tchaikovsky's "Eugene Onegin," a love story of 18th-century Russian aristocrats, is this month's Opera @ the Library program.

The opera, which is based on Alexander Pushkin's narrative novel-length poem, will be shown at 2 p.m. June 22 in Room 108B at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont.

The opera, which explores a love triangle that ends tragically, tells of a young girl infatuated with a self-absorbed nobleman. He spurns her advances, only to realize his mistake later in life.

"Eugene Onegin" includes one of Tchaikovsky's best-loved dances, the Polonaise.

A brief lecture about Tchaikovsky's motivation for composing the work begins at 1:45 p.m.

All operas, which are free, have English translation.

Light refreshments will be served.

Details: 352-536-2275 or bit.ly/JdUdkq.

Weavers meeting

Weavers of Orlando, Central Florida's fiber-arts organization, will meet from 10 a.m. to noon Saturday in the ground-level meeting room of the Winter Park Towers, 1111 S. Lakemont Ave., Winter Park.

Audrey Smith, a member of the weavers, will provide a slide presentation on the close relationship between weaving on the loom and needlework. Participants also will explore this fabric construction technique, which integrates brocade, inlay, overlay and underlay, as the background material is being woven.

Details: weaversoforlando.com.

'Starfish Circus'

Students from Ocala Civic Theatre's performance camp will present "Starfish Circus" at 7 p.m. June 26 and 2 p.m. June 27 at its theater in the Appleton Cultural Center, 4337 E. Silver Springs Blvd.

The students ages 7 to 18 will put on a circus featuring jugglers, clowns, acrobatics, aerialists and more.

Tickets are $12 for adults and $6 for students (student identification required for college students).

Details: 352-236-2274 or ocalacivictheatre.com.

Summer art camps

■ Mount Dora Center for the Arts is accepting registration for "Looking Fun and Feeling Groovy," its fine-arts summer camp at the center, 138 E. Fifth Ave. The camp is open to children ages 5 to 12.

Students will receive hands on experience exploring art materials and methods in creative and fun ways. Some of the techniques may include imaginative collage, drawing, painting, printmaking, hand-building with clay, fiber art, stained glass, beading and mosaics.

The weekly sessions run through July 31. There will be no camp the week of July 4. Camp meets from 8:30 a.m. to 12:30 p.m., 1:30 to 5:30 p.m. and 8:30 a.m. to 5:30 p.m.

There will be an end of summer arts camp exhibit on July 31.

Cost is $85 a week for a half-day or $150 for a full day. A one-time registration fee of $10 is also required, which includes a camp T-shirt. Advance registration is required.

Parents must provide lunch for full-day campers.

Scholarships are available for those who qualify.

To register or more information, visit mountdoracenterforthearts.org or call 352-383-0880.

■ The Melon Patch Kids and Young Actors, under the direction of Jan Fattizzi, is offering a three-week summer camp for elementary- to high-school students.

The camp is July 13 through 31 and will end with a production of Disney's "The Little Mermaid."

Students will meet weekdays from 9 a.m. to 2 p.m. at the theater, 311 N. 13th St., Leesburg.

Tuition is $250 per student.

For more information or registration form stop by the theater between 9 a.m. and 1 p.m. weekdays or call Fattizzi at 352-978-4913.

Sara Awards

The Sara Awards for the 2014-2015 Melon Patch Players' season will be presented June 27 at the Melon Patch Theatre, 311 N. 13th St., Leesburg.

A reception with complimentary hors d'oeuvres and a cash bar will begin at 6:30 p.m., followed by the awards ceremony at 8 p.m.

The theater will honor actors with Sara awards from this past season's performances. The awards are the theater's equivalent of Broadway's Tony Awards. Volunteers also will be honored.

The award is named for Sara Barcus, a board member emeritus who helped start the Melon Patch Players.

Seating is limited. Reservations are required by calling 352-787-3013.

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

CALENDAR: HOBBIES

Monday

Yee Haw line-dancing classes, 6:30 to 8 p.m. each Monday at Cadwell Park Recreation Building, Umatilla. Details: 352-589-7335.

Mount Dora Mahong group, 6:30 p.m. every Monday at the Simpson Farm House, 2015 N. Donnelly St., next to the W.T. Bland Public Library in Mount Dora. New members and all playing levels are welcome. Members also will teach beginners how to play the game. Details: 352-434-9057.

Eustis Fit Club, runners and walkers, meets at 6 p.m. the first Monday of every month in the Garden Room at Eustis Recreation Department, 2214 Bates Ave. Programs feature fitness and health. Details: eustis-runnersandwalkers.blogspot-.com or call 352-636-3802.

Eustis Fit Club, runners and walkers, meets at 6 p.m. the first Monday of every month in the Garden Room at Eustis Recreation Department, 2214 Bates Ave. Programs feature fitness and health. Details: eustis-runnersandwalkers.blogspot-.com or call 352-636-3802.

Mount Dora Social Bridge (ladies group), 11:45 a.m. to 3:45 p.m. each Monday in the lower level at the Mount Dora Community Building, 520 N. Baker St. Details: 352-385-7363.

BOAS

Continued from Page E1

Ralph would check me. I would check him, and then I'd spend a long time checking Dibs, who inevitably had more of the eight-legged blood-thirsty critters on her small furry body than either of us had.

Back then, Lyme disease was new, and I was young. Since it was before Ralph and I began to raise a family, my own sense of mortality had yet to be awakened. I accepted the existence of ticks as just another petty annoyance like mucky March ground and trees entwined with poison ivy. Even though we lived not far from the disease's epicenter, tick concerns didn't keep me out of the woods or away from my dog.

It wasn't until an acquaintance came down with Lyme disease that my protective it-won't-happen-to-me armor began to erode. Suddenly a person I knew who was the same age as me needed to lean on a cane to be able to walk. Arthritic knots punctuated the joints of her hands, and her face, even when she smiled, was slightly lopsided and taut with pain.

VICTORIA AROCHO/ASSOCIATED PRESS

A deer tick is seen under a microscope.

As the years went by, I knew more and more people who were bitten by deer ticks infected with the bacterium, Borrelia burgdorferi. Rather than diminish over time, the problem of Lyme disease dramatically increased. According to the federal Centers for Disease Control and Prevention, approximately 300,000 people in the U.S. are diagnosed with Lyme disease annually. Even though antibiotic treatment is now available, the CDC reports that "Approximately 10 to 20 percent of patients (particularly those who were diagnosed later), who received appropriate antibiotic treatment, may have persistent or recurrent symptoms."

I find those statistics very scary.

Ralph and I are about to head north to visit our daughter Jenny and her family in western Massachusetts, and as much as I look forward to receiving our grandchildren's hugs and spending time with family, I do so with a certain amount of trepidation.

In 2013, the CDC reported 87 confirmed cases of Lyme disease in Florida compared to 3,816 in Massachusetts. As I prepare for the trip, I mentally remind myself to stay out of the woods, not walk through long grass and to check my body carefully — extra carefully — at least once a day. And, the CDC says that repellents with DEET can help protect against tick bites, as can products containing permethrin.

I believe in evaluating risks. In the 67 years since 1948 when records were first kept, only 22 people in Florida have been killed by alligators. Ticks are tiny, but the danger they pose to a human health — even in Florida where deer tick populations are relatively low — is huge compared to that of alligators.

Life is fraught with fears. After careful evaluation, we can choose to ignore those fears, avoid them or face them head-on. In the case of tick-borne illness and my upcoming trip to Tick Central, I intend to play it safe through a prudent mix of prevention, protection and proactive awareness. I sure hope it works.

Sherry Boas can be reached at simplyliving@beautifulbamboo.com.

SEWER

Continued from Page E1

project will cost under $500,000 and he is planning to ask the state to use the additional funds on future lines.

The line, which will serve several new communities, will connect to the Groveland's wastewater-treatment plant after a failed plan to build a Mascotte treatment facility in the mid-2000s racked up several million dollars in debt. Gleason said he hopes the line will attract new residential developments in the area.

In 2006, the city purchased 6 acres of land for $1.5 million to build a wastewater-treatment plant, but when the economy soured, anticipated growth instead turned into a decline and the project hit the skids.

The plot of land, a large pit in the ground, has remained dormant, but the city has looked to selling it.

"I've been contacted by a few people who were interested, but we haven't had any serious bites just yet," Gleason said.

Christal Hayes

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THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

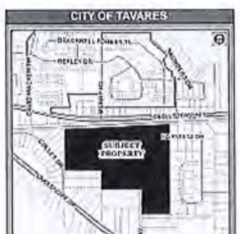
Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2015-12 & Ordinance 2015-13 titled as follows:

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 44.38 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RMF-2 (MULTI-FAMILY RESIDENTIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-13

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 44.38 ACRES OF VACANT PROPERTIES FROM COUNTY URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.



Proposed Ordinance 2015-12 & Ordinance 2015-13 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on June 18, 2015, at 3 p.m.; and
2. Tavares City Council meeting on July 1, 2015, at 4 p.m. (Introduction and First Reading by Title Only – Ord. 15-12, Transmittal Hearing – Ord. 15-13); and
3. Tavares City Council meeting on July 15, 2015, at 4 p.m. (Second Reading – Ord. 15-12 only)
4. Tavares City Council Second Reading for Ord.15-13 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 2015-12 & Ordinance 2015-13 may be inspected by the public between the hours of 8:00 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 persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is 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

On April 15th, the City of Tavares adopted Ordinance 2015-08, the Interlocal Service Boundary Agreement between the City of Tavares and Lake County. Consistent with Florida Statute 171.203 (9) within 6 months of the adoption, the parties are to amend their respective Intergovernmental Coordination Elements within their Comprehensive Plan to establish consistency and compliance with the agreement. The proposed text amendment seeks to adhere to this statutory requirement and provide for a seamless transition into the management of the Interlocal Service Boundary Agreement (ISBA).

There was discussion about the nature of annexations. It was explained that residents that did not wish to annex would not be forced to do so.

Attorney Williams highlighted the benefit of the "closest unit response" provision of the agreement which enables Fire and EMT services to respond in the most efficient manner possible.

There was discussion regarding voluntary annexation by homeowners.

Ms. Wendy Paradiese Chase commended the City of Tavares Fire Department on their rapid response time.

MOTION

Mr.Stomp made a motion to recommend approval of Ordinance 2015-12. Mr. Thomas seconded the motion. The motion passed with a vote of 6-0.

2) Ordinance 2015-12 – Annexation and Rezoning – Charlie Johnsons Builders Inc.

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

The subject property is located at the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 44.38 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

Charlie Johnson Builders Inc, the owner of this property, has applied for annexation of these lands into the city and is seeking a zoning designation of RMF-2, Residential Multi-Family. Since the property is not contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities has also been signed by the applicant. The owner is proposing to develop a residential subdivision consisting of approximately 230 new detached homes. As per the utility agreement, all homes will be connected to city utilities. As usual for new subdivisions, the owner will be required to receive preliminary and final subdivision plat approval from City Council and must also obtain subdivision construction approval to insure compliance

with all city codes and specifications. These approvals are conditioned on the applicant obtaining all applicable permits from outside agencies including Lake County. Environmental, school and traffic impacts will be addressed through this process. The owner is concurrently seeking a Future Land Use Map amendment to Low Density Residential (5.6 dwelling units per acre).

This property is surrounded on all sides by existing residential development. A residential zoning for this property is the most compatible use. The owner has for many years desired to develop this property, but the lack of utilities and the inability to annex into the city has been an issue. Our newly adopted ISBA essentially solves these problems, allowing the city to naturally expand its boundaries and utilities in a predictable, planned fashion.

Mr. Chuck Hiott of the Booth, Ern, Straughan & Hiott, Inc. (BESH) identified himself as the engineer and representative of the applicant. He gave the board a brief summary of the history of the property explaining that the property was zoned and approved in the county but not developed because of the economy. He also addressed access to the property stating that the development would be accessed through US Highway 441 and use an interior road only for emergency access.

Several homeowners of the adjacent development expressed concerned for traffic safety as a result of the proposed development.

Homeowners also expressed concern regarding the developers rights to build multifamily units as opposed to single family homes.

The state of the environment, water quality and the number of animals and trees on the development site were also brought to the attention of the board.

Homeowners conveyed their concern that the increased intensity of the development will increase crime and lower property values as well.

Homeowners present and speaking included Sharon Rogers, Dave McFadden, Wendy Paradise Chase, Andrew Harbin, Tammy Harbin, Terry Ward, Linda Spencer, Bobbie Cooper, Jacquelin Elfors Nicholson, Elizabeth Dewilden, Michel Glenn, Paul Hodkonshs, . Mr. Harbin submitted pictures of animals identified on the site. Ms. Nicholson and Mr. and Mrs Cooper submitted letters. This items are included in the public record.

In response to the concern regarding the development of multifamily units, on behalf of the applicant, Mr. Hoitt reiterated the applicants commitment to building single family homes. He also committed to comply with all the relevant agency requirements for the purpose of developing the property to include conducting an environment assessment and traffic management.

MOTION

Mr. Stomp made a motion to recommend approval of Ordinance 2015-12. Mr. Thomas seconded the motion. There was a vote of 5-1. The motion passed.

William Rundell & Bobbie Cooper
31140 Fairvista Drive
Tavares, Fl 32778

6-18-2015

City of Tavares
Planning and Zoning Board
201 E Main St.
Tavares, Fl 32778

Dear Members of the Board,

My husband and I reside in a home which borders the land that Charlie Johnson Builders has requested be rezoned. As homeowners and more importantly citizens of Lake County we have some concerns that we would like to bring to your attention, and respectfully request that you deny the rezoning of the property in question or delay your vote until a time when a more thorough study of the issue can be completed.

First, under the 'Summary' of the proposal, see paragraph regarding 'Site Conditions'. We have lived beside the property to be rezoned for nearly nine years, and referring to them as an orange grove is misleading. The groves have never been maintained since the time we had our home built. The property is more of a woods now, and includes a wetland area which is currently referred to as 'wasteland' in county records. Secondly, under 'Site Conditions' the summary states that there is no environmental concerns identified. Please refer to the 'Florida Endangered and Threatened Species' printout from the Florida Fish and Wildlife Conservation Commission and the US Fish and Wildlife Services printout, where I have highlighted nine species which members of the community have seen or have photographic evidence of to show that a development in this area will effect endangered/threatened species in addition to common Lake County wildlife.

Our second greatest concern is how Charlie Johnson Builder plans on directing traffic into the proposed subdivision. We do not feel that Fairvista Drive is capable of handling the additional 240 to 500 cars the subdivision would add to the area. There are

currently less than 50 cars in the subdivision and the road is already deteriorating. Additionally, as daily users of Old 441, we don't feel that that road could even accommodate an increase in traffic of that magnitude. Who will be responsible for the road improvements to accommodate the increased traffic if the property is annexed into the city since all the surrounding roads are county maintained?

Lastly, we would like to ask the City of Tavares to consider RSF-A or RSF-1 as an alternate zoning for the property. Those zonings would have less of an impact on the roads, wildlife and would more accurately mirror the surrounding communities which are already in place.

In conclusion, my husband and I would like to request that the City of Tavares delay their vote on this issue until such time as an environmental impact study and traffic study can be performed and presented to the public and state agencies for review. Thank you for your time and consideration of this matter.

Sincerely,

William Rundell & Bobbie Cooper

To: The City of Tavares Planning and Zoning Board - June 18th 2015

Assertion: The Grove habitat is 'priceless,' with existence values of endangered species such as Gopher Turtles, Scrub Jays and Eagles, additionally species that are trapped between Lake Dora and developments; such as the great Florida Brown Owl, Black Bear, Florida Bobcat and coyotes.

We are here today to partner with our local Zoning and Planning Board. This local Community we call home, Tavares must manage its natural resources and ensure a future that includes healthy wildlife populations and sustainable economic growth

Construction of multi-familial residential housing may be an opportunity for sustainable development. The Proposed annexation and planned development of this area before you today will result in habitat destruction, pollution, and a multitude of negative impacts on biodiversity.

We protect wildlife for many reasons. It is a source of inspiration. It nurtures a sense of wonder. It is integral to the balance of nature. In a perfect world, I would focus on saving populations of the most ecologically, economically and culturally important species in the wild. I am, by way of necessity a Human Resource Manager; raised in inner-city Detroit, living in Tavares by choice - with a front row seat to an untended Grove attached to Wetlands. I believe this Grove has evolved over the course of my nine years' association with it - to be a rich and varied ecosystem and habitat. Is it possible to devise a land use plan that actually strives to protect the Grove? Perhaps - in part by minimizing the potential negative impacts of infrastructure and extractive industries such as roads and residential developments. Ultimately, by protecting species, we can save this irreplaceable planet we call home. This 44+ acres of grove and wetlands may should designated as permanently protected area so wildlife can roam free and natural resources in the areas are not exploited.

WWF's 2014 Living Planet Report found wildlife populations of vertebrate species—mammals, birds, reptiles, amphibians, and fish—have declined by 52 percent over the last 40 years. In contrast, by 2050, global population is expected to reach 9 billion—increasing pressure not only on Earth's food and fiber resources, but also on many of the world's most environmentally sensitive regions. Population growth, alongside increased income and consumption—particularly in the developing world—make it imperative that the world's water, energy and natural resources be managed more sustainably to meet growing demand while preserving the planet for future generations.

I urge you to place great consideration on your decision making today and in moving forward - support design, planning and implementation of landscape level conservation and sustainable development projects. Be aware of the ecological and economic issues that impact wildlife conservation. Incorporate Biodiversity and Ecosystem services (ecosystems store carbon to slow climate change, purify and regulate water supplies, and may provide Oranges) thoughts into an awareness of animal migration patterns, species population trends, place nature at the center of sustainable development and

supports a future where animal species, the people of Tavares within Lake County – indeed transboundary, may coexist without degrading the Grove's natural habitat that has been in development for more than 9 years.

Partnerships play a key role in efforts to influence the course of lasting conservation and economic sustainability, achieved through collaboration with a range of extraordinary partners, including governments, local communities, businesses and individual donors. We may yet leverage the strengths of these collaborations to achieve great success.

Our pending partnership decision before us may not only provide conservation benefits that help us to achieve our goals, but also give us the opportunity to increase business commitments to sustainable development and environmentally sound business practices.

Thank you for your consideration,

Jacqueline L. Elfers Nicholson

31134 Fairvista Drive

Tavares, FL 32778

Notes -

The efforts of state regulatory agencies, the Florida Department of Environmental Protection (DEP) and the five water management districts, are directed at balancing environmental protection with private property rights and economic development pressures. This approach acknowledges that growth will entail some loss of environmental and wetlands functions. The state relies on environmental regulations, such as wetlands permitting, to prevent these losses from reaching a critical threshold.

Current policy is that state regulatory agencies strive to attain the best environmental results given these strong competing interests.

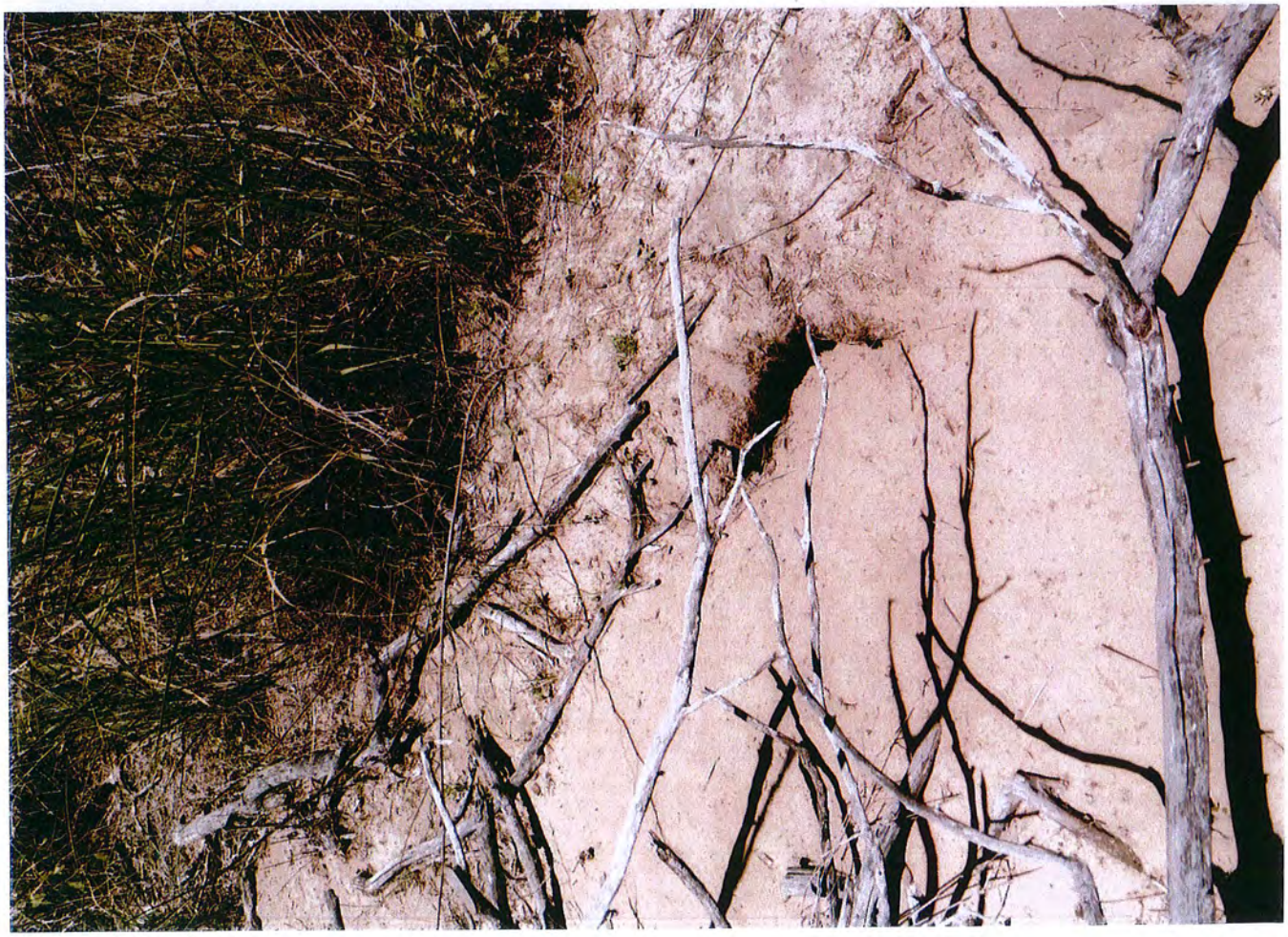
As a regulatory agency of the state, the St. Johns River Water Management District uses its Environmental Resource Permitting (ERP) program as one of its primary tools to make sure that new construction does not harm wetlands or cause flooding or pollute waterways. Anyone proposing construction of new facilities, including governmental agencies, developers building new residential or commercial areas, or anyone who wants to fill in wetlands, must have an environmental resource permit.

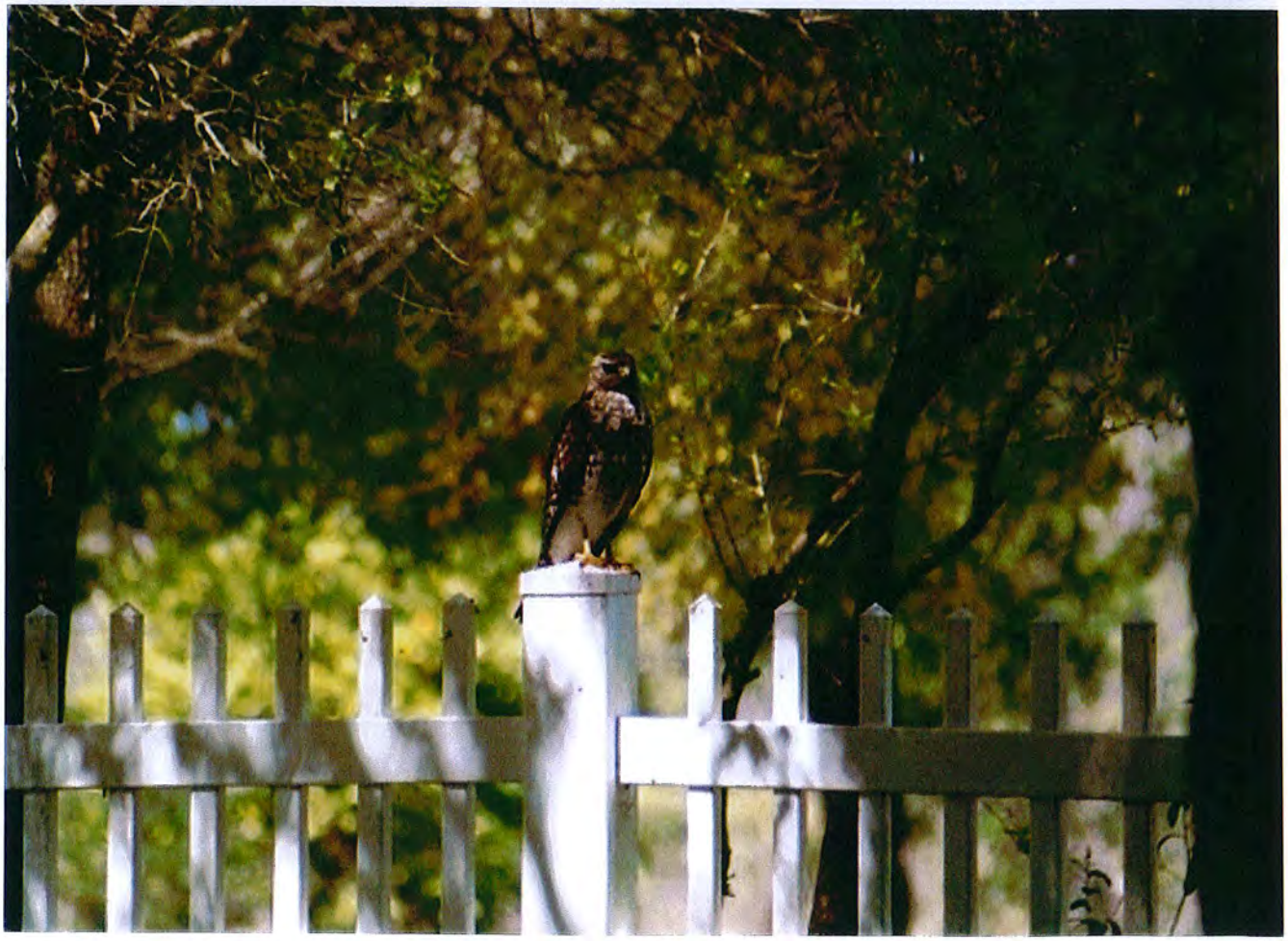
Wetlands are a vital part of Florida's ecology.

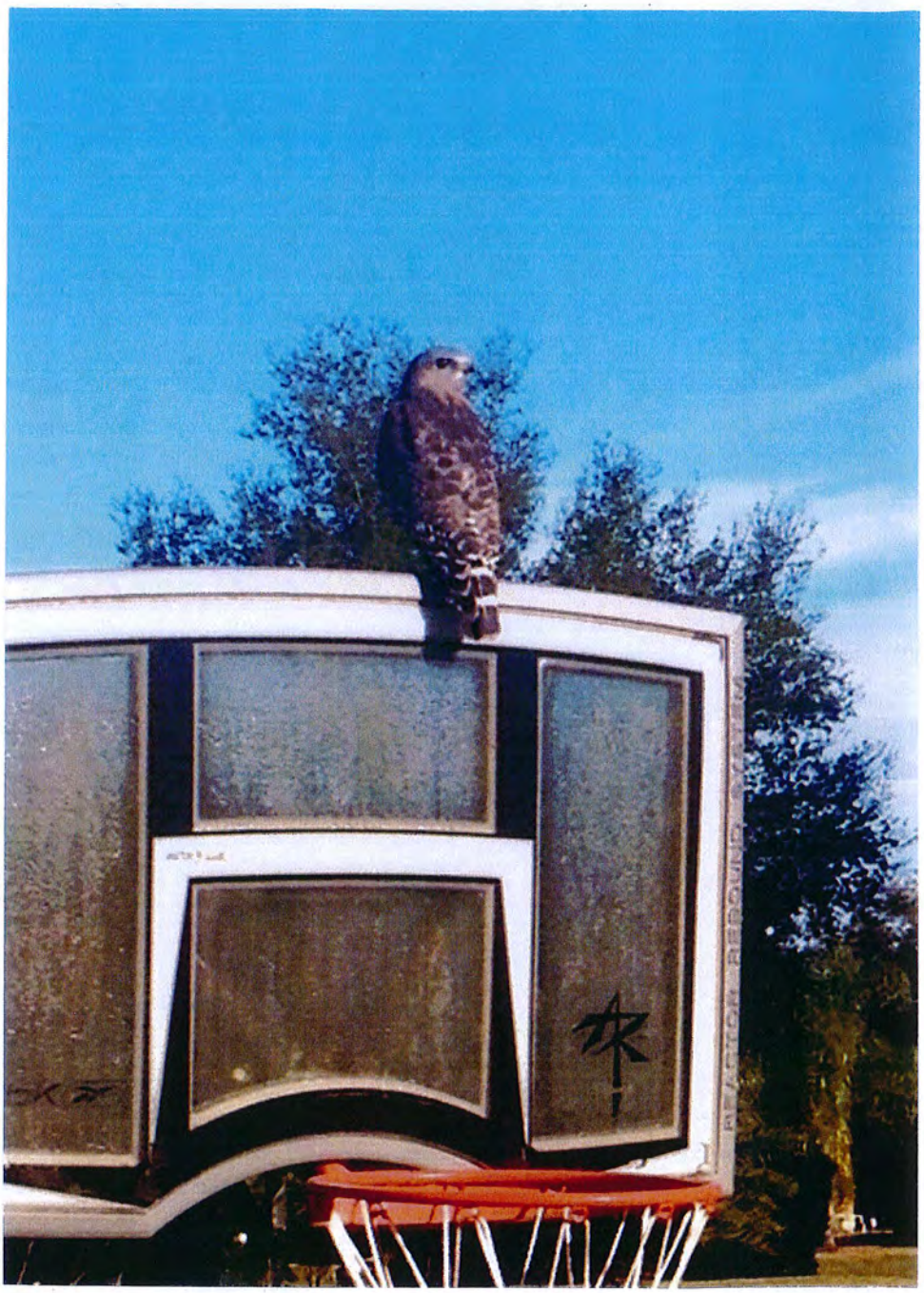
An ERP is issued for a specific purpose and contains a number of conditions that permit holders must follow. Applicants must provide reasonable assurances that their project will not cause adverse "secondary" impacts to water resources due to construction or alteration. Examples include boat traffic generated by a proposed dock or ***wildlife mortality from a permitted highway***.

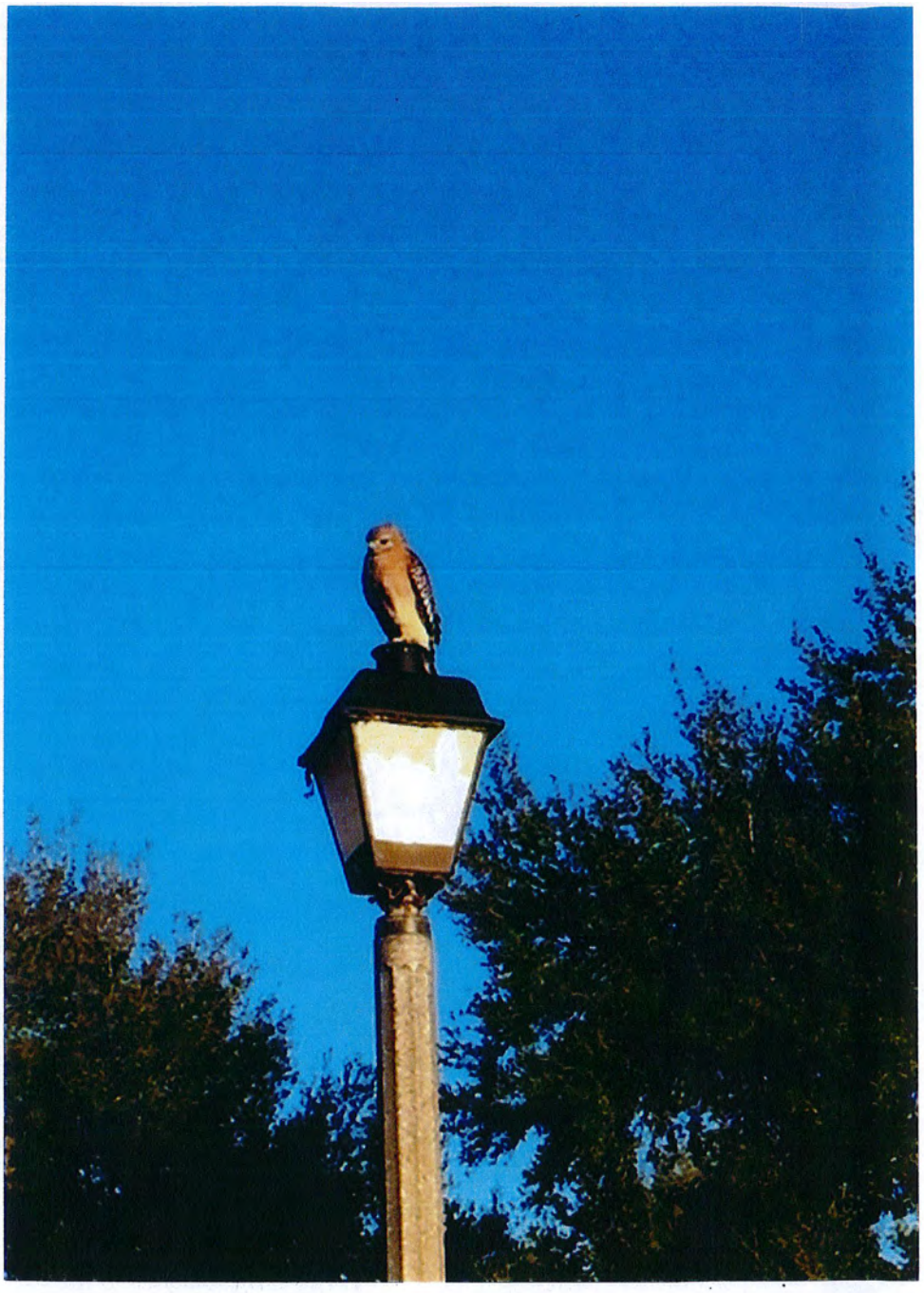
Permit applicants must also provide reasonable assurances that their project — combined with existing, permitted or pending projects — will not cause unacceptable "cumulative" impacts on wetlands and other surface waters in the same drainage basin.

Photographs provided by audience member @ P & Z hearing on June 18, 2015.









AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 15, 2015

AGENDA TAB NO. 6 **SECOND READING**

SUBJECT TITLE: Ordinance 2015-10 – An amendment to the Comprehensive Plan to incorporate the adopted Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

OBJECTIVE:

To formally amend the City of Tavares Comprehensive Plan, Chapter 6, Intergovernmental Coordination Element to incorporate the approved Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

SUMMARY:

On April 15th, the City of Tavares adopted Ordinance 2015-08, the Interlocal Service Boundary Agreement between the City of Tavares and Lake County. Consistent with Florida Statute 171.203 (9) within 6 months of the adoption, the parties are to amend their respective Intergovernmental Coordination Elements within their Comprehensive Plan to establish consistency and compliance with the agreement. The proposed text amendment seeks to adhere to this statutory requirement and provide for a seamless transition into the management of the Interlocal Service Boundary Agreement (ISBA).

OPTIONS:

1. That City Council moves to adopt Ordinance 2015-10.
2. That City Council denies the proposed Comprehensive Plan amendment.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board voted unanimously to recommend that City Council approves Ordinance 2015-10.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2015-10

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2015-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE CITY OF TAVARES COMPREHENSIVE PLAN, CHAPTER 6, INTERGOVERMENTAL COORDINATION ELEMENT, INCORPORATING THE ADOPTED INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF TAVARES AND LAKE COUNTY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by §171.203 of the Florida Statutes to participate in negotiations with other local governments; and

WHEREAS, on April 15, 2015 the City Council of the City of Tavares entered into the Interlocal Service Boundary Agreement with Lake County pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011, *Florida Statutes (2009);* and

WHEREAS, consistent with Florida Statute 171.203 (9), each local government that is a party to the Interlocal Service Boundary Agreement shall amend the Intergovernmental Coordination Element of their comprehensive plan, now therefore:

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

Section 1. Amendment

The City of Tavares does hereby amend the City of Tavares Comprehensive Plan, Intergovernmental Coordination Element by incorporating the Interlocal Service Boundary Agreement (ISBA) by reference as indicated in Exhibit "A" of this ordinance.

Section 2. Repeal of Conflicting Ordinances

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

Section 3. 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 4. Effective Date.

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

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

_____
Kirby Smith, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____
Nancy Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Robert Q. Williams, City Attorney

Exhibit "A"

CHAPTER 6

INTERGOVERNMENTAL COORDINATION ELEMENT
GOALS, OBJECTIVES AND POLICIES

GOAL 6-1: COORDINATE WITH FEDERAL, STATE AND LOCAL GOVERNMENT AND QUASI-GOVERNMENT ENTITIES WHOSE RESPECTIVE EMPOWERED ACTIVITIES, DUTIES AND RESPONSIBILITIES INFLUENCE, EFFECT, OR CONTROL GOVERNMENTAL AFFAIRS AND LAND DEVELOPMENT DECISIONS HELD BY THE CITY OF TAVARES IN ORDER TO ESTABLISH EFFECTIVE GROWTH MANAGEMENT, DEVELOPMENT ACTIVITIES, AND NATURAL RESOURCE CONSERVATION, WITH CONSIDERATION TO LIMITED AVAILABLE FINANCES.

~~OBJECTIVE 6-1.1: Coordinate with Lake County on issues pertaining to land use activities and public programs applicable to adjacent unincorporated lands and unincorporated enclaves. By March 1, 2002, the City and County, shall complete a study to determine the effectiveness of their Joint Planning Agreement, City Resolution 87-15, and shall adopt an annexation area Comprehensive Land Use Plan for the entire Tavares/Lake County Joint Planning Area.~~

OBJECTIVE 6-1.1: Coordinate with Lake County on issues pertaining to land use activities such as annexations, maintenance of right of ways, development applications, land development regulations, comprehensive plan provisions, the provision of solid waste management, fire hydrants, sharing of equipment and resources, E 911 system management, county addressing, fire and rescue services to avoid duplication of services delivery and reduce service provision costs.

~~Policy 6-1.1.1: The City shall provide a copy of its Comprehensive Plan to Lake County and shall file a written request to the County to receive a copy of the Lake County Comprehensive Plan to mutually promote consistency with adopted Plans.~~

Policy 6-1.1.1: The City shall adhere to the Interlocal Service Boundary Agreement adopted through Ordinance 2015-08 on April 15, 2015.

Policy 6-1.1.2: The City shall file a written request to Lake County to receive notification of any proposed land use amendments, changes to adopted levels of service, and all applications for development affecting land adjacent to City boundaries as well as such activities occurring within the utility service area within a reasonable time frame for the City to respond to any concerns. The City shall reciprocate such information to Lake County and allow response to Lake County growth management concerns.

Policy 6-1.1.3 The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with the state and Lake County agencies at the staff and official government levels by presenting City concerns through documented transmittals, scheduled meetings, attendance at State, Federal and County public hearings, joint ad hoc technical coordination committees, and, where relevant, less formal communications. The City shall promote reciprocal participation of State, Federal and County staff and officials in local growth management affairs. Growth management issues to be pursued, but not limited to, comprise the following:

~~a) Annexation of Adjacent Lands. The City shall engage in mutual discussion with Lake County by March 1, 2001 to establish an annexation Land Use Plan to direct an orderly and timely process of annexing unincorporated land adjacent to the City. An Annexation Interlocal Agreement shall include, but is not limited to the following issues:~~

~~1. Delineation of general area in which the City shall pursue annexation;~~

~~2. Mutually agreeable land use designations for unincorporated areas within the confines of the annexation zone, with emphasis on compatibility with both the City and County Comprehensive Plan Future Land Use Elements;~~

~~3. Jurisdiction responsible for providing water, sewer, traffic circulation, and drainage facilities during the interim and post annexation periods;~~

~~4. Availability of public facilities and services to meet demands currently generated by existing development or that are anticipated for eligible land use activities permitted within the proposed annexation area;~~

~~6. Determination of appropriate application of a concurrency management system for the annexation zone.~~

~~b) Land Use Planning of Adjacent Lands. The City shall coordinate with Lake County to pursue appropriate land management for unincorporated areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City and County growth management efforts. The City shall coordinate with Lake County to establish a mutually compatible growth management framework, with consideration to implementing such activity through an interlocal agreement, which addresses the following planning and development issues:~~

~~1. Land Development Regulations. Review and compare municipal and County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.~~

~~2. Comprehensive Planning for Adjacent Unincorporated and Incorporated Land. Develop mutually agreeable future land use designations for adjacent unincorporated and incorporated land.~~

~~3. Review Impacts of Development. Review impacts of development within adjacent unincorporated lands, including impacts to adopted levels of service; concurrency management issues; affects on annexation issues; and changes to comprehensive plans and land development regulations; location and timing of proposed development; and impacts to conservation activities and preservation of natural resources.~~

~~4. Mitigate Impacts to State Roads. Direct commercial development toward State roads to incorporated areas, and designate lands in unincorporated areas adjacent to municipalities to low-density, non-intensive land use to facilitate improvement of traffic flows along these roads.~~

~~c) Solid Waste. The City shall coordinate with the Lake County Department of Environmental Services to achieve improvements and efficiency to the County's solid waste management program, including the collection, disposal and monitoring of hazardous wastes. The City shall also coordinate with the County to continue effective solid waste management programs:~~

~~1. Recycling programs and management strategies established by the County.~~

~~2. Curtail illegal dumping of solid waste as well as disposal practices which are detrimental to the existence of natural resources and ecological communities.~~

~~3. Monitor ground water quality adjacent to the abandoned land fill just south of Tavares.~~

~~d)~~ a) Traffic Circulation. The City shall coordinate with Lake County, as well as the Florida Department of Transportation, to collect data on transportation, pedestrian and bicycle improvement needs. Additional issues to be specifically addressed include, but are not limited to:

1. Limit commercial development along S.R.#19 outside City Limits;

2. Review scheduled improvements and maintenance to S.R.#19, old U.S.#441 and U.S. #441.

~~e)~~ b) Surface Water Management and Drainage. The City shall coordinate with Lake County to implement stormwater and drainage improvement needs indicated through the results of City Stormwater Masterplan of 1992, and to coordinate proposed development within the Comprehensive Plan with improvements scheduled within the Lake County Stormwater Master Plan. Other issues to be addressed include stormwater impacts to water

quality in the City's lakes and in groundwater aquifers.

~~f)~~ c) Groundwater Quality and Conservation. Issues which the City needs to address with Lake County include the preservation of natural resources which transcend jurisdictional boundaries and the protection of potable water storage areas of the Floridan Aquifer. Coordination should focus on the effectiveness of the Comprehensive Plan and implementation activities established within the Land Development Regulations to conserve and protect these natural resources.

~~g)~~ d) Housing. The City shall coordinate with Lake County to address affordable housing issues and housing needs for special groups. Coordination shall also include review of adjacent land uses within adjacent unincorporated areas to assure that residential development within these areas does not adversely affect housing markets and development within the City of Tavares. Coordination efforts shall be conducted through the Lake County Department of Planning and Development. Such coordination shall involve the City's participation in and contribution to Lake County's affordable housing program and such programs for low and moderate income households.

~~h)~~ e) Recreation. The City shall coordinate with the recently established Lake County Recreation Coordinator to avoid duplication of recreation services proposed within each government's comprehensive plan. The City shall also promote the exchange of recreation plans between the two entities.

~~i)~~ f) Disaster Preparedness. Issues concerning disaster preparedness shall be addressed and coordinated with the Lake County Office of Emergency Management and other governmental entities as deemed necessary to maintain and revise plans and policies directing emergency preparedness in order to protect life and property in the event of a disaster.

~~j)~~ g) Air Quality. The City shall coordinate .with Lake County to improve air quality as necessary.

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN

The City of Tavares and Lake County, Florida

March 12, 2015

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY, FLORIDA

This Interlocal Service Boundary Agreement (the "Agreement") is made by and between the City of Tavares, a Florida municipality ("TAVARES") and Lake County, a political subdivision of the State of Florida (the "COUNTY").

WITNESSETH

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes;* and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes;* and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes,* is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes* is to "encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community." It is also intended to provide "a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation" . . . "to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments" . . . "to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability" . . . and "to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services"; and

WHEREAS, the Parties desire to identify lands that are logical for future annexations into the TAVARES; and

WHEREAS, the Parties find that the benefits of intergovernmental communications and coordination will accrue to all Parties; and

WHEREAS, the elected officials of the Parties have met and negotiated in good faith to resolve issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their agreement to writing as set forth in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes* (2012); and

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Agreement.

2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such map the boundary areas for TAVARES as well as unincorporated areas.

3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the Interlocal Service Agreement Boundary as displayed on Exhibit A:

a. **ANNEXATION OF PROPERTIES.**

i. **Part I Chapter 171, *Florida Statutes*.** TAVARES shall be entitled to annex any property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.

ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the annexation of any enclave or the creation of any enclave which is the result of an annexation, so long as TAVARES agrees to provide services to such enclave, and TAVARES holds a public hearing prior to such annexation where the owners of all properties within the enclave are given written, first class mail notice, and an opportunity to comment publicly at such meeting.

iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, *Florida Statutes*; Specific Properties.** COUNTY hereby consents to the annexation by TAVARES of any non-contiguous real property in the unincorporated area within the Interlocal Service Boundary Area as depicted in "Exhibit A" provided the consent requirements in Part II of Chapter 171 are satisfied and that subject properties are

1. presently served by TAVARES or other public central water and/or sewer utility; or
2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further the TAVARES shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

b. TAVARES shall not annex any areas not contained within the TAVARES ISBA without the approval of the COUNTY.

c. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of TAVARES, so long as at least one side of the road will be bounded by property located within TAVARES after the annexation, or which meets any of the other annexation requirements of this Agreement. TAVARES agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require TAVARES to accept maintenance responsibility for such road.

d. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets) or COUNTY four-lane or greater roadway,

TAVARES shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require TAVARES to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall TAVARES have any responsibility to widen any such road. TAVARES shall not be required to assume maintenance for the following roadways unless a separate agreement is approved by TAVARES and COUNTY. Such roads are as follows:

1. CR 561
2. CR 448
3. CR 448 extension (from SR19 to CR 561)
4. David Walker Drive

4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In order to minimize such difficulties, TAVARES and the COUNTY agree as follows:

a. **Development Applications.** For any application for development which is received by COUNTY for land within the TAVARES ISBA, designated area on **Exhibit A,** or any application for development received by TAVARES for land within TAVARES limits and within five hundred feet (500') of land that is located in the unincorporated area, TAVARES or COUNTY, as the case may be, will immediately provide a copy of the development application to the other. TAVARES and COUNTY shall work together to minimize any conflicts in regulations and to make the permitting process as efficient as can be. TAVARES and COUNTY shall work together to encourage all new development in the unincorporated area of the ISBA to utilize central utilities when it is financially and technologically feasible.

b. **Land Development Regulations.** TAVARES and the COUNTY shall work together to compare their respective Land Development Regulations, and where there are inconsistent regulations; work towards eliminating such inconsistency, to the extent possible. When regulations are inconsistent, TAVARES and the COUNTY shall strive to jointly amend the regulations with a goal to eliminate unnecessary conflict. TAVARES and the COUNTY recognize there may be regulations that a party cannot amend for purposes of consistency due to factors beyond the party's control, for example, consumptive use permit requirements. It is estimated that this process shall take up to thirty-six (36) months, at which time elected representatives from TAVARES and the COUNTY shall meet to review the progress that has been made.

c. **Comprehensive Plans.** TAVARES and the COUNTY acknowledge that TAVARES' Comprehensive Plans will have to be updated as annexations occur, and that the COUNTY Comprehensive Plan may need to be amended to accommodate future growth plans of TAVARES within their designated areas. TAVARES and the COUNTY agree to work together to jointly plan the designated areas to avoid incompatibility between uses in TAVARES and COUNTY.

5. **SOLID WASTE.** The COUNTY agrees that any contract that it enters for the collection of waste will be able to be utilized by TAVARES at their option, and will coordinate and communicate with TAVARES on solid waste disposal opportunities which may exist after 2014.

6. **FIRE HYDRANTS.** TAVARES agrees that any time a potable water line is extended into or through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended distances, based on TAVARES' standards and approval, for fire hydrant spacing at COUNTY's election and expense. TAVARES agrees that COUNTY shall have the right to have fire hydrants installed on any City water line located in the unincorporated area at COUNTY expense and as approved by TAVARES. TAVARES agrees that the COUNTY Fire Department shall have the right to use any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify TAVARES anytime such a hydrant is used along with an estimate of how much water was used. Notification shall be in writing to the City Administrator and provided within seven (7) calendar days of the COUNTY's use.

7. **SHARING OF EQUIPMENT AND RESOURCES.** TAVARES and the COUNTY each own and operate equipment and resources that might be of use to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party to this agreement to utilize the resources of another party in an effort to avoid duplication. TAVARES and the COUNTY agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resource is available and so long as the using party pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resource or equipment shall also be responsible to pay any staff costs.

8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing system. Such system is in use in the unincorporated area of Lake County and in some municipal areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not in compliance with the COUNTY numbering system. However, universal use of the COUNTY addressing system will enhance emergency response for all citizens of Lake County. TAVARES and the COUNTY agree that any new address issued by TAVARES or COUNTY (including any readdressing that may occur) will be issued in accordance with the County E 911 addressing system and rules. TAVARES agrees that from the Effective Date of this agreement, all new addresses issued to their residents, shall meet the COUNTY's addressing standards. TAVARES shall utilize the process set forth in Exhibit B, attached hereto and incorporated herein by reference.

9. **FIRE AND RESCUE SERVICES.**

a. COUNTY and TAVARES agree to automatically respond to assist the other for all types of emergencies including fire, medical emergencies, rescue, hazardous material, extrication, and natural and accidental disasters within the ISBA area, as well as in adjacent areas pursuant to Section (d) below. The provisions of this agreement do not apply to non-emergency calls, as defined in vii. below.

i. The parties agree to provide such assistance on an automatic aid basis utilizing the available units nearest to the incident.

ii. This agreement is not intended and shall not be construed to in any way deprive COUNTY or TAVARES of any jurisdictional powers that such entity may have, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this agreement.

iii. For purpose of this agreement, automatic aid shall be defined as the immediate response of emergency personnel closest to the scene, regardless of whether such personnel are from the jurisdiction where the incident is located. The automatic aid shall be based on a predefined process agreed to pursuant to vii. below that results in the immediate response of emergency personnel to the scene of an emergency. COUNTY and TAVARES shall mutually agree on the level of response that different types of incidents will require, and units will be dispatched accordingly. All units of COUNTY and TAVARES shall be available to be dispatched, unless involved in another call, if such response is required based on the necessary level of response that is required.

iv. During the term of this agreement, COUNTY and TAVARES agree that they will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter "LEMS") (or any successor entity approved both by COUNTY and TAVARES) for dispatching of fire and emergency medical services.

v. During the term of this agreement, COUNTY and TAVARES agree that they will install and maintain Automatic Vehicular Locator Systems (hereinafter "AVL") on all emergency response vehicles in their fleets that are located in or near the ISBA area; such Automatic Vehicular Locator Systems shall be compatible with computer and radio systems maintained by LEMS. COUNTY agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for any TAVARES response vehicle that does not currently have one; TAVARES will be responsible to purchase such units for vehicles placed in service after the effective date. TAVARES and COUNTY will be responsible for maintenance and operating charges for AVL's on their own vehicles.

vi. While providing automatic response, an entity that is responding outside its jurisdiction shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the jurisdiction in which the incident is located is

not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and TAVARES shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.

vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and TAVARES for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

viii. Nothing in this agreement shall prohibit COUNTY or TAVARES from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and TAVARES.

ix. COUNTY and TAVARES agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party

x. Nothing in this agreement shall affect any other mutual aid agreements that are or may be in existence between COUNTY and TAVARES or any other governmental unit for areas not included within this agreement.

b. It is the intent of this agreement to allocate the costs of an agency responding to an event in the other's jurisdiction through a method whereby compensation is set based upon the type of call. At the end of each quarter, the number of calls that COUNTY and TAVARES respond to in the other's jurisdiction shall be reviewed, calculated and compensation shall be paid as follows:

i. At the end of each quarter, calls responded to in the other agency's jurisdiction shall be determined, utilizing call data maintained by the dispatch agency. Only calls where the dispatcher dispatched a unit based on the predefined process described above shall be counted. As indicated earlier, COUNTY or TAVARES have the right to send units to a call without being dispatched; however, in such a case, such call shall not be calculated for purposes of compensation. For purposes of this provision, "self-dispatched" calls shall be defined, based on dispatch records, as calls wherein the dispatcher did not call the unit to the scene.

ii. Determination of compensable calls. The following rules shall be used to determine how to determine the number of compensable calls:

1. For purposes of medical calls, each vehicle that is dispatched shall be considered a separate call.
2. For purposes of fire calls, each call for service to an incident shall be considered one call, regardless of the number of vehicles that are dispatched.
3. Calls that are dispatched for non-emergency purposes shall not be counted as a response by COUNTY or TAVARES for purposes of this agreement and neither agency shall be required to respond to such non-emergency call, although they may respond if they wish.
4. Calls that are self-dispatched meaning responses that are to an incident where the dispatcher did not call that unit shall not be counted as a response for purposes of this agreement.
5. Calls that are dispatched due to an automobile accident shall be counted as a medical call incident.
6. Additional rules and compensation amounts regarding specific types of calls may be applied if approved in writing by the City Administrator of TAVARES and County Manager of COUNTY.

iii. At the end of each quarter, the number of calls for the prior quarter shall be reviewed to determine if either COUNTY or TAVARES responded to more calls outside their jurisdiction than were responded to inside their jurisdiction. For this purpose, separate calculations shall be made for emergency medical response and fire response. A call which is made by the dispatcher, but subsequently cancelled shall be calculated as half (½) of a call. For each category of calls, the number of calls that one party responded to that exceeds the number of calls the other party responded to shall be the "net number of calls". Only the net number of calls shall be compensable. By way of illustration, in a quarter if TAVARES were to answer fifty (50) calls in COUNTY's jurisdiction, and COUNTY were to answer forty-five (45) calls in TAVARES' jurisdiction, the net five (5) calls would be compensable from COUNTY to TAVARES.

iv. Net calls shall be compensated in the following amounts:

1. Medical Call: $100 per call.
2. Fire Call: $500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor TAVARES shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their own negligence and the negligence if their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

1. The effective date for the automatic aid portion of this agreement shall be July 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and TAVARES. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after June 30, 2018, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and TAVARES shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and TAVARES for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

d. Response to COUNTY Owned Facilities located in the City of TAVARES. COUNTY maintains a large number of facilities within the City of TAVARES, particularly in the downtown area, including the County Jail and Lake County Courthouse. In order to avoid the citizens of TAVARES from shouldering the entire cost of emergency response to these facilities, when the City Fire Department is dispatched to a COUNTY owned facility located within the city limits, such call shall be treated as if it were in the unincorporated area and be eligible for reimbursement on the same basis as other emergency calls. For purposes of this paragraph, COUNTY right of way shall not be considered as a COUNTY Facility, and this paragraph does not apply to automobile accidents. The compensation required by this paragraph shall be in lieu of any current or future special assessment for fire or emergency purposes imposed by TAVARES on COUNTY owned facilities.

e. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the TAVARES ISBA area. These include Leesburg, Mt. Dora, and Eustis. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to TAVARES and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by TAVARES and COUNTY.

f. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to TAVARES and COUNTY. TAVARES and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the COUNTY Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should

the managers be unable to resolve such objection, payment shall be made for the portion of the report that is not in dispute, and the parties shall select a Certified Professional Accounting Firm which shall conduct a review and render a decision on the dispute. The decision of the Certified Public Accounting Firm shall be final and binding on all parties to this agreement. The costs of the Certified Accounting Firm shall be borne equally by COUNTY and TAVARES.

g. Any payments that are due to another party to this agreement shall be made within twenty-five (25) days after the delivery of the report described in Section (e) above, unless an objection is filed. In such a case, the undisputed portions of the report shall be paid and the balance shall be due within fifteen (15) days after resolution of the dispute.

10. **JOINDER.** Joinder in this agreement by Astatula, Mt. Dora and Leesburg is only for the purpose of approving the boundary of the Tavares ISBA, and to authorize a possible future automatic aid agreement that is region wide, as provided herein. Astatula, Mt. Dora and Leesburg agree neither shall be permitted to annex any area in the Tavares ISBA. Nothing herein shall preclude Tavares from entering into separate interlocal service boundary agreements with Astatula, Mt. Dora and Leesburg governing issues between them not dealt with in this Agreement.

11. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an Ordinance adopting this Agreement enacted by TAVARES and COUNTY. The Effective Date shall be the date of final adoption by the last party.

12. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes,* the Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.

13. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes,* (2009) this Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least eighteen (18) months prior to the termination date.

14. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party without cause, prior to its expiration, unless an amendment to the Agreement is approved by all Parties in writing.

15. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes.* If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, a party may file an action in circuit court.

16. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any Party may otherwise designate in writing.

City of Tavares: City Administrator
Post Office Box 1068
Tavares, Florida 32778

cc: City Attorney
Post Office Box 1068
Tavares, Florida 32778

Lake County: County Manager
P. O. Box 7800
Tavares, Florida 32778

cc: County Attorney
P.O. Box 7800
Tavares, Florida 32778

City of Leesburg: City Manager
Post Office Box 490630
Leesburg, Florida 34749

cc: City Attorney
Post Office Box 490630
Leesburg, Florida 34749

City of Mt. Dora: City Manager
510 North Baker Street
Mt. Dora, Florida 32757

cc: City Attorney
510 North Baker Street
Mt. Dora, Florida 32757

Town of Astatula: Town of Astatula
Post Office Box 609
Astatula, Florida 34705-0609

cc: Town Attorney
Post Office Box 609
Astatula, Florida 34705-0609

17. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

18. **AUTHORITY.** The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

20. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

21. **SEVERABILITY**. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

22. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort to amend their respective intergovernmental coordination elements of their comprehensive plan as described in §163.3177(6)(h)(1), *Florida Statutes,* to establish consistency and compliance with this Agreement as well as to address areas of economic development, which may include employment centers, industrial, commercial, and multi-family uses. Consistent with §171.203(11), *Florida Statutes*, and within the time frame established above, TAVARES shall make a good faith effort to adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation.

23. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).

24. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, TAVARES shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes.*

25. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes.*

26. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Jimmy Conner, Chairman

This _____ day of _____, 2015.

ATTEST:

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

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

CITY OF TAVARES, FLORIDA

_____
Kirby Smith, Mayor

This ____ day of _____, 2015.

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form and legality:

_____
Robert Q. Williams, City Attorney

CITY OF LEESBURG, FLORIDA

_____
John Christian, Mayor

This ____ day of _____, 2015.

ATTEST:

_____
Betty Richardson, City Clerk

Approved as to form and legality:

_____
Fred Morrison, City Attorney

CITY OF MOUNT DORA

_____
Cathy Hoechst, Mayor

This ____ day of _____, 2015.

ATTEST:

_____
Gwen Johns, City Clerk

Approved as to form and legality:

_____
Cliff Shepard, City Attorney

TOWN OF ASTATULA, FLORIDA

_____
Coral Collier, Mayor

This ____ day of _____, 2015.

ATTEST:

_____
Mary Cooper, Town Clerk

Approved as to form and legality:

_____
Mark Brionez, Town Attorney

EXHIBITS

Exhibit A:	Interlocal Service Boundary Area Map
Exhibit B:	Addressing Standards

EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY

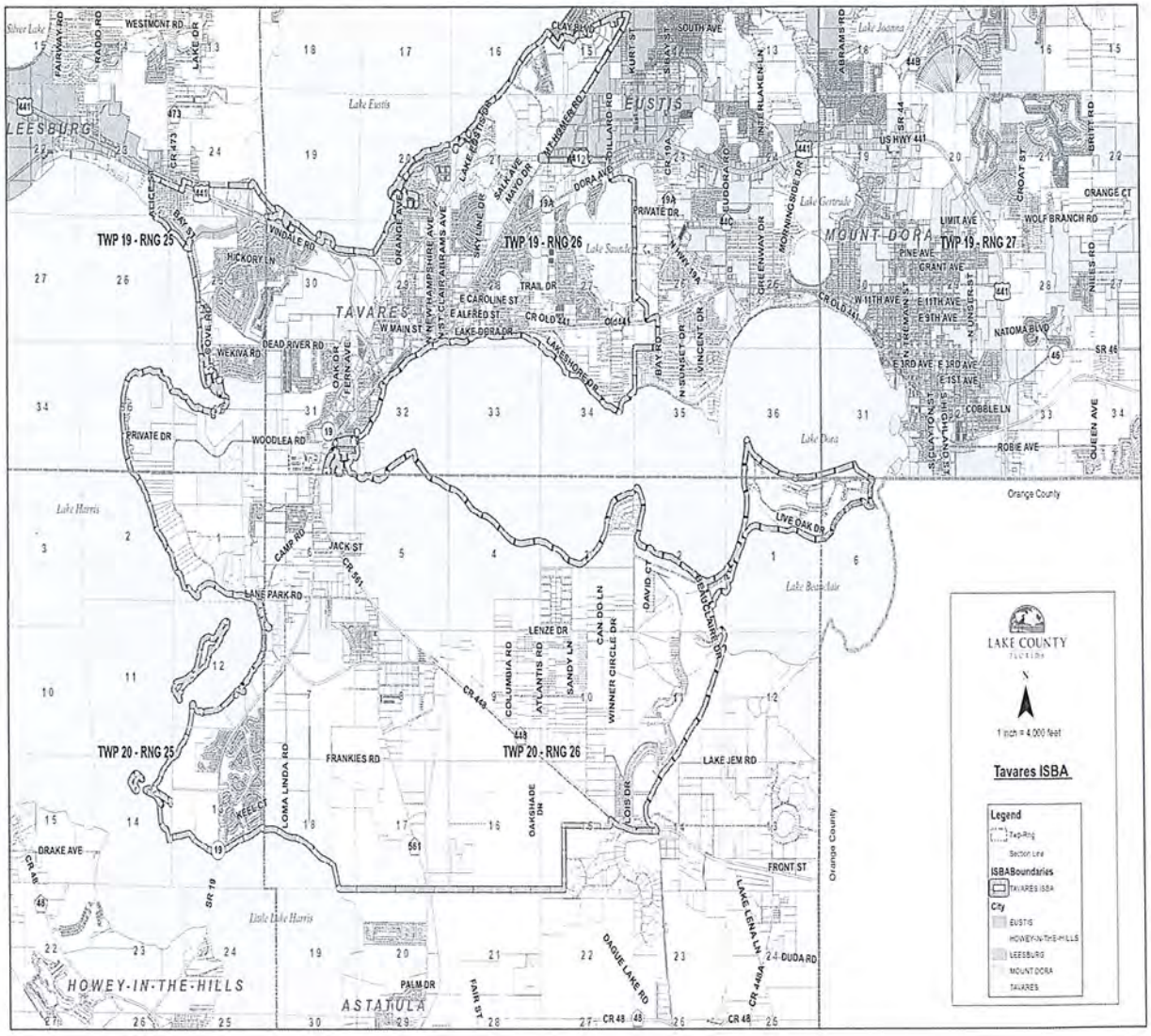


EXHIBIT B: ADDRESSING STANDARDS

(Page 1 of 2)

Tavares Addressing Obligations

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Tavares, and Tavares will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Tavares addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

EXHIBIT B: ADDRESSING STANDARDS

(Page 2 of 2)

County Addressing Obligations

A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;

B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;

C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and

D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.

E. County properties annexing into Tavares may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.

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Public Hearing Notices

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 2015-10 titled as follows:

ORDINANCE 2015-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE CITY OF TAVARES COMPREHENSIVE PLAN, CHAPTER 6, INTERGOVERNMENTAL COORDINATION ELEMENT, INCORPORATING THE ADOPTED INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF TAVARES AND LAKE COUNTY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2015-10 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on June 18, 2015, at 3 p.m.; and
2. Tavares City Council meeting on July 1, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on July 15, 2015, at 6 p.m. (Adoption Hearing)

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

Proposed Ordinance 2015-10 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Adoption Hearing and be heard with respect to the proposed ordinance. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is 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) 742-6608, 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 Skipf.

Public Hearing Notices

Community Development Director, at 742-6604.

LAK3346627 6/5/15

Notice of Action

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR LAKE COUNTY, FLORIDA
CASE NO. 2014 CA 001605

ARM SUB-1, LLC,
Plaintiff,
vs.
THE UNKNOWN HEIRS, GRANTEES, DEVISEES, LIENORS, TRUSTEES, AND CREDITORS OF C.E. SPRUILL, SR., DECEASED, AND ALL CLAIMANTS, PERSONS OR PARTIES, NATURAL OR CORPORATE, AND WHOSE EXACT LEGAL STATUS IS UNKNOWN, CLAIMING BY, THROUGH, UNDER OR AGAINST C.E. SPRUILL, SR., DECEASED, OR ANY OF THE HEREIN NAMED OR DESCRIBED DEFENDANTS OR PARTIES CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY HEREIN DESCRIBED; NAOMI SPRUILL; VERA SPRUILL NOLEN; THE UNKNOWN SPOUSE OF VERA SPRUILL NOLEN; THE UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE; LONG RIDGE HOMEOWNER'S ASSOCIATION, INC.; TOWN OF MONTVERDE,
Defendants.
NOTICE OF ACTION
TO: VERA SPRUILL NOLEN; THE UNKNOWN SPOUSE OF VERA SPRUILL NOLEN
Current residence unknown, but whose last known addresses were:
183 Northgate Village, Burlington, NJ 08016
YOU ARE NOTIFIED that an action to foreclose a mortgage on the following property in Lake County, Florida, to-wit:
Lot 31, Long Ridge Subdivision, according to the map or plat thereof, as recorded in Plat Book 38, Page(s) 34, of the Public Records of Lake County, Florida.
has been filed against you and you are required to serve a copy of your written defenses, if any, to it on BOSS, ARRIGHT & HOAG, P.L., Plaintiff's attorney, whose address is 9887 4th Street North, Suite 200, St. Petersburg, FL 33702, within thirty (30) days after the first publication of this Notice of Action, and file the original with the Clerk of this Court at 550 West Main Street, Tavares, Florida 32778, either before service on Plaintiff's attorney or immediately thereafter; otherwise, a default will be entered against you for the relief demanded in the complaint or petition.
DATED on this 26th day of May, 2015.
Neil Kelly
Clerk of the Circuit Court
(SEAL)
By: /S/ A. KNOLL
Deputy Clerk
Publish in: Lake Sentinel
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 ADA Coordinator at the Office of the Trial Court Administrator, Lake County Courthouse, P.O. Box 7800-550 W. Main Street, Tavares, Florida 32778, Telephone (352) 253-5404.

Notice of Action

at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

LAK3346184 6/3/2015, 6/10/2015

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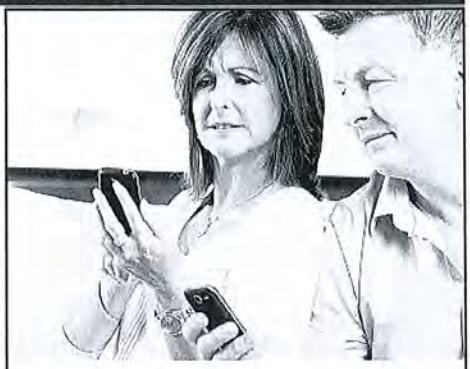

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New 1-888-773-7307
Call Our Internet Department

BUICK/GMC
Danny Len, Mount Dora
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New 1-866-291-3265
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New 877-269-7213
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Orlando Sentinel

CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
JUNE 18, 2015

BOARD MEMBERS PRESENT

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

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember
Dawn McDonald, Senior Planner - Present

STAFF MEMBERS PRESENT

Jacques Skutt, Community Development Director
Mike Fitgerald, 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.

AMENDMENT OF THE AGENDA

Jacques asked the board to consider amending the agenda to re-order the agenda items. The motioned was approved by Mr. Root and seconded by Mr. Stomp. The motion passed unanimously.

APPROVAL OF MINUTES OF MAY 21, 2015

The minutes were approved.

SWEARING IN OF THOSE GIVING TESTIMONY

The oath was given to staff and members of the audience that expressed an interest in speaking on agenda items..

CASES HEARD

1)Ordinance 2015-10 – Comprehensive Plan Amendment – Text Amendment

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

On April 15th, the City of Tavares adopted Ordinance 2015-08, the Interlocal Service Boundary Agreement between the City of Tavares and Lake County. Consistent with Florida Statute 171.203 (9) within 6 months of the adoption, the parties are to amend their respective Intergovernmental Coordination Elements within their Comprehensive Plan to establish consistency and compliance with the agreement. The proposed text amendment seeks to adhere to this statutory requirement and provide for a seamless transition into the management of the Interlocal Service Boundary Agreement (ISBA).

There was discussion about the nature of annexations. It was explained that residents that did not wish to annex would not be forced to do so.

Attorney Williams highlighted the benefit of the "closest unit response" provision of the agreement which enables Fire and EMT services to respond in the most efficient manner possible.

There was discussion regarding voluntary annexation by homeowners.

Ms. Wendy Paradiese Chase commended the City of Tavares Fire Department on their rapid response time.

MOTION

Mr.Stomp made a motion to recommend approval of Ordinance 2015-12. Mr. Thomas seconded the motion. The motion passed with a vote of 6-0.

2) Ordinance 2015-12 – Annexation and Rezoning – Charlie Johnsons Builders Inc.

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

The subject property is located at the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 44.38 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

Charlie Johnson Builders Inc, the owner of this property, has applied for annexation of these lands into the city and is seeking a zoning designation of RMF-2, Residential Multi-Family. Since the property is not contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities has also been signed by the applicant. The owner is proposing to develop a residential subdivision consisting of approximately 230 new detached homes. As per the utility agreement, all homes will be connected to city utilities. As usual for new subdivisions, the owner will be required to receive preliminary and final subdivision plat approval from City Council and must also obtain subdivision construction approval to insure compliance

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 15, 2015

AGENDA TAB NO. 7
SUBJECT TITLE: Annual Evaluation of City Administrator

OBJECTIVE: To discuss the annual performance evaluation and pay of City Administrator.

SUMMARY:

Each Council member has conducted their individual performance evaluation of the City Administrator and has identified their goals for him to achieve over the next year. Each Council member has also been provided the five (5) performance evaluations and a copy of the Administrator's employment contract and current annual rate of pay which is $162,774.56. An opportunity is provided to discuss the Administrator's performance and pay adjustment if any.

Attached is a list of the Council's previous collective goals for the City Administrator to work on and their status as well as the new goals developed that were collectively developed by the Council at the previous meeting for him to accomplish over the ensuring year. An opportunity is provided for the Council to discuss the City Administrators performance and pay adjustment if any.

OPTIONS:

1. Discuss annual performance evaluation of City Administrator and pay adjustment if any.

2. Do not discuss performance evaluation or pay adjustment.

STAFF RECOMMENDATION:

That Council discuss the annual performance evaluation of City Administrator and pay adjustment if any.

FISCAL IMPACT None, unless a pay adjustment is made which would then be incorporated into next fiscal year's annual budget and not take effect until October 1, 2014.

LEGAL SUFFICIENCY: Legal sufficiency

Status Of
Previous Council's Collective Goals For Drury To Work On

During the rating period of

May 1, 2014 – April 30, 2015

1. **Complete Wooton Park Expansion**: Project is 90 % designed. Council voted to move forward with construction this summer after final grants are secured.

2. **Develop Golden Triangle Fire District:** Eustis Commission pulled out of a Fire District. Both City managers in Eustis and Mt. Dora have left. New City Managers have just arrived at both cities from out of state. Tavares City Administrator has met with and updated both new City Managers on this previous initiative.

3. **Secure funding/grants for Phase III of Pavilion (Seaplane/Boat Dock Area):** In order to obtain any grants a Seaplane Base Master Plan must be developed. A 100% $75,000 grant was secured to do the Master Plan. In the meantime a temporary seaplane/boat dock was installed.

4. **Golf Cart Crossing 441 and St Clair Abrams – Continue To Pursue:** This was pursued and denied by the state.

5. **Secure Grants for Woodlea Sports Complex from Lake County:** A $200,000 grant was secured from the County.

6. **Develop Funding program for Public Works Facility – Long Term Goal**: Infrastructure Sales Tax has been identified as the funding source.

7. **Develop Funding program for Public Safety Complex – Long Term Goal**: Infrastructure Sales Tax has been identified as the funding source.

8. **Complete Alfred Street Project:** Completed.

9. **Install Gateway signs at the Chris Daniels Fountain Park and Florida Hospital Waterman property**. The Chris Daniels Fountain Park seaplane feature sign is now permitted by the state and designed. An RFP is being developed to solicit interest from Seaplane Manufacturing companies to develop the raised seaplane feature sign. The Waterman Hospital sign has been approved by the hospital, is funded and undergoing permitting.

10. **Upgrade Ruby Street (sidewalks, lighting, brick pavers)**: The sidewalk was installed and lighted between O'Keefe's and the new hotel. A streetscape sidewalk plan has been developed and approved by Council. The Storm Water Project along Ruby Street is under design and when construction takes place will incorporate the recently approved Council streetscape plan. Negotiations with the County to incorporate the sidewalk by Sherriff office along Ruby Street is underway.

11. **Continue implementing and completing prior year goals:** Continue to do.

12. **Performing/Cultural Center – *identifying location(s):*** The Clerks Building has been purchased by the City. A request for proposals is being developed to redevelop the property which will include open space. The goal is to see what kind of proposals come back and if any include a performing/cultural center as a component. Other areas were evaluated in the down town, all of which have not materialized.

13. **Develop necessary parking for the Pavilion**: Spaces were developed along Disston and Lake Shore. A new golf cart parking lot developed at corner of Disston and Main Street. The Public Works parking lot was redeveloped and improved to serve as dual purpose lot for Public Works on Week Days and Pavilion on Weekends (repaved, striped, gravel and black fencing).

14. **Continue to work with County on paying their fair share of fire protection performed by the City for their County Buildings:** An ISBA agreement was developed and approved by the City and County where County pays its share of Fire Protection Services for its County buildings (Courthouse, Jail, Administration Building, Tax Collector/Property Appraiser Building, garage, historic courthouse, etc.)

15. **Have a section of Wooton Park West end completed for public use**: The shoreline was completely cleaned up for boat access and special event uses and a volley ball court was installed. The property is used for jet ski racing, recreational boating, canoeathons, volleyball, parade float staging and as a staging area for horses and vehicles during Rifles Rails and History and many other Special Events.

16. **Create a name for Wooton Park West end**: Council voted to incorporate it as part of "Wooton Park".

17. **Have City Flags installed at city buildings (where appropriate) and for sale in prop shop**: Flags have been installed at Seaplane Base and can be ordered at the Prop Shop. Smaller boat flags are in stock at the prop shop.

18. **Implement Street repaving plan in 2015:** In order to repave City Streets the following is needed: 1) accurate inventory of all "city Streets" - Done 2) condition of all city streets - Done 3) ranking each city streets as it pertains to its condition as compared to another street - Done 4) a multi-year fiscal plan to address the repaving/maintenance of each street -Done 5) an annual budget that supports the fiscal plan – $100,000 has been budgeted in the FY 16 budget (This falls short of the recommended plan but is a start in the right direction). It should be noted that over the past few years just about every main road in Tavares has been re-paved (New 441, SR 19, Alfred Street, Caroline Street, Main Street, and most of the north/south downtown streets); now the focus is on the old subdivisions that are off the main roads.

19. **Increase retail community by 20 businesses in 2015:** There is a good amount of retail on new 441(40,000 cars per day travel that road). As it relates to down town, retail requires many people (foot traffic) before it will come to an area (similar to a mall and new 441). The City continues to attract people to the down town by attracting businesses that attract people (restaurants, special events, wedding facility, hotels, medical facility etc....). The tipping scale for attracting more retail by having enough people to support it will be reached once the Tavares Square has been re-developed. That property has been acquired and is undergoing an RFP process for redevelopment. In the meantime the city has attracted a few retailers like Hoity Toity and the Antique

Mall on Alfred Street and a few stamp/comic book/coin shops. The owner of the Paradise Diner building is also redeveloping its building for retail as are the three new boutique hotels.

City Council Goals FY2015-2016

Approved July 15, 2015

- Continue Economic Development initiatives in the 19/561/448 corridors with a balance between commercial, light industrial, residential, and green space
- Choose items from the Master Plan that can be reached economically
- Maintain vision of "Building on a Historic Foundation"
- Redevelop Clerks Building Site
- Passenger Service from Seaplane Base to other Florida locations with definitive scheduled commercial flights "to and from" Tavares
- Continue with achievable current year goals:
- Re-develop Clerks Building city block
- Seaplane passenger service
- Develop signature fall event
- Way finding program
- Ruby Street re-construction
- Grow Tavares Library
- Continue on current year goals
- Begin work in 2015 on Wooton Park West End.
- Ensure Wooton Park's shoreline is maintained in a clean style
- Begin "sprucing up' any and all City buildings located along the Alfred/Caroline Street corridor
- Assist in the collaboration between the School Board and the County for the Fred Stover/Woodlea Sports Complex sale and build out
- Create a CRA for Old Hwy 441 from Disston Avenue to Bay Road and start implementing improvement plan
- Continue in being creative and aggressive in getting our Brand out to others
- Finish Alfred Street Project (streetscape and lighting)
- Restart talks on Golden Triangle Fire District
- Sell Clerk's building in 2015-2016
- Street resurfacing (get it kicked off and budget money)
- Work on getting vacant buildings filled
- Continue to seek income producing revenues +10%
- Look to hold expenses to a minimum -10%
- Complete Wooton Park Expansion
- Secure funding/grants for Phase III of Pavilion (Seaplane/Boat Dock Area)
- Secure Grants for Woodlea Sports Complex from Lake County
- Develop Funding program for Public Safety Complex
- Install Gateway sings at the Chris Daniels Fountain Park and Florida Hospital Water property

- Upgrade Ruby Street (sidewalks, lighting, and brick pavers)
- Performing/Cultural Center
- Develop necessary parking for the Pavilion
- Continue to work with County on paying their fair share of fire protection
- Have a section of Wooton Park "West End" completed for public use
- Have City Flags installed at city buildings (where appropriate) and for sale in Prop Shop
- Implement Street repaving plan in 2015
- Increase retail community in Downtown

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 15, 2015

AGENDA TAB NO. 8

SUBJECT TITLE: Proposal from Civil Engineering Solutions, Inc. to Develop Conceptual Plan for the Expansion of the City Library

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OBJECTIVE: To approve a proposal from Civil Engineering Solutions, Inc. for the development of a conceptual plan to expand the city's library in the amount of $36,075.

SUMMARY: Previously, the city applied for and was awarded $40,000.00 from the Lake County Library Impact Fee Fund for the purpose of planning and designing an expansion of the Tavares Library.

Staff evaluated the options of expanding the library into the existing Civic Center or expanding into "Ridge Park" (the vacant land that surrounds the library). As the Civic Center is used heavily by many community groups, the option of expanding the library into the surrounding available vacant property makes the most sense and therefore being recommended by staff.

The city's Purchasing Department maintains a library of firms who provide professional services for the City of Tavares on an as needed basis. The Community Services Director and Purchasing Manger worked together to select a firm from the Professional Library that could do this work. David Clutt's firm "Civil Engineering Solutions, Inc." located off Caroline Street in Tavares next to the Library was selected as the design firm for this project.

Staff has negotiated a scope of services with Mr. Clutts in the amount of $36,075 to develop the Library Expansion concept plan which will be brought forth to Council for review and input before final plans are put together. The plan will include a preliminary site sketch and building rendering.

It is anticipated that construction funding for this project will be pursued through the Lake County Library Impact Fee Fund and through the State Aid to Public Libraries program. The plan should be completed within six months.

OPTIONS:

1. Move to approve a proposal from Civil Engineering Solutions, Inc. for the development of a conceptual plan to expand the city's library and authorize the City Administrator to execute a contract with Civil Engineering Solutions reflecting this proposal subject to Lake County providing 100% funding for this work.
2. Approve the proposal from Civil Engineering Solutions, Inc.

STAFF RECOMMENDATION:

Move to approve a proposal from Civil Engineering Solutions, Inc. for the development of a conceptual plan to expand the city's library and authorize the City Administrator to execute a contract with Civil Engineering Solutions reflecting this proposal subject to Lake County providing 100% funding for this work.

FISCAL IMPACT: Fully funded by the County

LEGAL SUFFICIENCY: Meets legal sufficiency

Civil Engineering Solutions, Inc.

Civil & Environmental Engineering

July 5, 2015

Mrs. Tamera Rogers,
Community Services Director
City of Tavares
201 East Main Street
Tavares, Florida 32778

RE: CES Proposal 150705 – City of Tavares Library Expansion, Conceptual Plan Development

INTRODUCTION

The City is exploring an ADA-compliant expansion of their existing library building. The expansion to be evaluated is a two story facility at a location or side of the existing building yet to be determined. It is understood that the two story expansion is not within the existing library building footprint but will be a separate addition or extension to the existing building.

It is understood that this conceptual design and planning project will not generate a set of biddable plans. However, the concept plans will have sufficient design features and detail to allow development of probable building costs and site design and construction costs, and inspection costs.

WORK TASKS

The following paragraphs outline the key work items to be performed and the products to be delivered under this work order:

1. Kickoff Meeting – Introduce project team members, verify the intent and scope of the planned building project, and clarify project expectations. Verify the initial square footage of proposed building.

2. Coordination Meetings – Seek input from City Departments. These meetings will seek input from various City review departments with regards to planning, stormwater, ADA compliance, utilities, fire and safety, landscaping and parking.

3. Based on the results of the Kickoff Meeting and Coordination Meetings prepare a preliminary site sketch and building rendering for review and comments.

4. Attend and participate in up to two public meeting presentations and input workshops if needed.

5. Prepare final conceptual site plans and building renderings based on input and comment received to date. Provide the final conceptual plans to the City and various departments for acceptance.

6. This final renderings and conceptual site plans will be used to make a presentation to the City Council, if needed.

DELIVERABLES

The project deliverables will include:

1. Conceptual Site and Landscape Plans,
2. Conceptual Building Elevations (Color Renderings), and
3. Probable Building and Site Construction Cost Estimates.

Deliverables will be provided to the City in electronic (PDF) and hard copy print formats.

SCHEDULE

It is anticipated that all design work will be completed approximately six months after Notice to Proceed. The schedule may be adjusted with City consent.

TEAM COMPOSITION

Project Manager and Civil Engineering Consultant - Civil Engineering Solutions, Inc., David Clutts, P.E.

Architectural Consultant – Nick Jones, AIA.

Construction Cost Consultant – Evergreen Construction Group of Florida, LLC, Mark Starcher, Pres.

FEE

The Consultant proposes to provide services described above for a lump sum fee of $36,075. Billing will be on a percentage complete basis.

Sincerely yours,

David Clutts, P.E.
President

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 15, 2015

AGENDA TAB NO. 9

SUBJECT TITLE: Approval of Interlocal Agreement with Lake County for Lighting at Woodlea Sports Complex

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OBJECTIVE: To accept and enter into an interlocal agreement with the Lake County Board of County Commissioners for the purpose of installing sports field lighting at the Woodlea Sports Complex in a 50-50 grant match arrangement up to a $200,000.00 contribution level.

SUMMARY: Attached is the Interlocal Agreement that memorializes the 50-50 grant that the County is offering to contribute to the City for the installation of sports field lighting at Woodlea Sports Complex. Currently none of the new fields have any lighting. The estimated cost to light two existing new fields is approximately $400,000. Under this agreement, the County has agreed to reimburse the city up to $200,000.00 for the lighting project. It is proposed that the city utilize a combination of Parks Impact Fees ($120,000) and Infrastructure sales tax ($80,000) as the match.

After the work is completed and accepted, and upon payment request and documentation, the County will reimburse the City for 50% of the invoiced lighting work done on the complex, up to the maximum of $200K.

Additionally, the city will install a sign recognizing the county funding participation. And as is the current practice, the city will continue to encourage and allow residents and children living outside of the city limits to use this facility under the same terms and conditions as city residents and children.

OPTIONS:
1) Approve and enter into the Interlocal agreement as submitted
2) Do not approve

STAFF RECOMMENDATION:
That Council moves to execute the referenced interlocal agreement which provides for a $200,000 grant from the county to the city on a 50% grant match basis for sports field lighting at the Woodlea Sports Complex and move to appropriate $120,000 from Park impact fees and $80,000 from infrastructure sales tax as the city's 50% grant match.

FISCAL IMPACT: $200,000

Park Impact Fees of $120,000 (this brings the balance down to $0 in this fund until additional impact fees are collected from development).

Infrastructure Sales Tax $80,000 (this brings the estimated balance down to $114,097 in this fund until additional sales tax revenues are collected).

LEGAL SUFFICIENCY: Yes

INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY AND
THE CITY OF TAVARES, FLORIDA
RELATING TO CONTRIBUTION OF FUNDS
FOR IMPROVEMENTS TO THE WOODLEA SPORTS COMPLEX

This is an Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter the "COUNTY"), and the City of Tavares, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY).

WITNESSETH:

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes counties to provide community recreational facilities; and

WHEREAS, the CITY is developing a sports complex that includes sports fields; and

WHEREAS, the Sports Complex will provide leisure and community recreational activities for citizens of all ages, races and creeds residing in CITY; and

WHEREAS, the COUNTY desires to assist the CITY in improving the Sports Complex to provide leisure and community recreational activities for residents of the COUNTY and the CITY; and

WHEREAS, the CITY and the COUNTY desire to enter into this Agreement to memorialize the terms of the funding arrangement between the CITY and COUNTY for the Sports Complex; and

WHEREAS, this Agreement is for the benefit of the general public and is authorized by, and entered into pursuant to, Chapter 163, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

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

Section 2. **Obligations of COUNTY and CITY.** COUNTY agrees to reimburse CITY for the costs of improvements incurred for the project located at 2770 Woodlea Road, Tavares, Florida. The improvements consist of installing lighting on the sports fields. The COUNTY'S total funding reimbursement shall not exceed **Two Hundred Thousand Dollars**

($200,000.00), which shall be provided to the CITY on a 50-50 matching funds basis. Funding payments made to CITY by COUNTY shall be subject to the following terms and conditions:

A. CITY shall submit requests for reimbursement to the COUNTY accompanied by documentary evidence of CITY's expenditures incurred in the installation of the field lighting at the Sports Complex. Such documentary evidence shall include a detailed description of the services provided, proof that payment has been made to all contractors, subcontractors and suppliers providing any labor, materials or equipment related to the construction of the Sports Complex, as well as acceptance and approval of such labor, materials or equipment from an authorized CITY representative. Under no circumstances shall the requests for reimbursement be submitted to COUNTY in advance of the delivery and acceptance of the services.

B. Within thirty (30) days of receipt of the request for reimbursement and the accompanying documentary evidence, COUNTY shall provide reimbursement to the CITY for fifty percent (50%) of the costs incurred by the CITY, up to a maximum of Two Hundred Thousand Dollars ($200,000.00).

C. The time of payment and the amount of funds reimbursable to CITY by COUNTY at any one time during the term of this Agreement is directly dependent on the costs incurred by CITY for the installation of the lighting at the Sports Complex as evidenced by the corresponding documentation specified in paragraph A above. Notwithstanding the foregoing, in no event shall COUNTY be obligated to reimburse to CITY total monies in excess of Two Hundred Thousand Dollars ($200,000.00).

D. CITY shall comply with all the terms and conditions of this Agreement.

Section 3. Expenditure of Funds by CITY. The CITY understands and agrees that COUNTY shall only provide reimbursement for costs incurred by CITY on or before March 31, 2016, for the purposes enumerated herein. In the event the improvements are not completed and the COUNTY has not provided the total reimbursement amount by March 31, 2016, the parties shall have the option to extend reimbursement funding for one (1) additional year. Provision of reimbursement for costs incurred beyond March 31, 2016 is a COUNTY prerogative and not a right of the CITY. Any extension of reimbursement funding shall be in writing and fully executed by the parties, with the same formality and of equal dignity herewith.

Section 4. Design, Construction and Operation of Facility. CITY shall be solely responsible for the design, construction and operation of all community recreation facilities and

equipment funded hereby, and for the content and supervision of programs at the Sports Complex. No portion of the funds provided by COUNTY shall be used for design, engineering, permitting, administration or any other expense other than actual construction costs.

Section 5. **Identifying Funding Sign.** Upon execution of this Agreement, the CITY shall, at the CITY'S expense, erect a permanent sign identifying the COUNTY as a funding partner for the Sports Complex.

Section 6. **Use of Sports Complex by COUNTY Residents.** The COUNTY and CITY understand and expressly agree that the Sports Complex is to be utilized by both CITY and COUNTY residents. In the event that CITY implements a fee for the use of the Sports Complex, such user fee for the Sports Complex and any ancillary property, such as parking lots adjacent thereto, shall be the same for COUNTY residents as it is for CITY residents.

Section 7. **Project Completion.** The parties understand that the construction of the Sports Complex will take place over several years and will be completed as funding becomes available to the CITY.

Section 8. **Termination.** This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Such written notice shall be sent as provided herein. Upon termination, however, the COUNTY shall reimburse the CITY for any coverable costs incurred up to the date of termination.

Section 9. **Grant Funding.** In the event any of the Sports Complex project is funded by grant monies, the COUNTY shall not be liable for any non-compliance with the provisions of the grant. It is the CITY's sole responsibility to ensure successful completion of the Sports Complex and compliance with any grant requirements, as applicable.

Section 10. **Sale or Sublease of Sports Complex Property.** The CITY shall not sell the Sports Complex property or sublet the property without the prior written approval of the COUNTY. In the event the property is sold or sublet, the CITY shall compensate the COUNTY in an amount agreed upon and determined by the parties at the time the COUNTY approves such sale or sublease.

Section 11. **Insurance.** CITY shall require that all contractors and suppliers provide Certificates of Insurance to CITY evidencing that the COUNTY is named as additional insured on all applicable insurance policies. CITY shall provide evidence of conforming certificates of insurance upon request by COUNTY.

Section 12. **Indemnification.** To the extent permitted by Florida law and without waiving its sovereign immunity, CITY shall indemnify and hold harmless the COUNTY and its agents, officers, commissioners, or employees for any and all damages, losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CITY, its agents, employees or representatives, in the performance of the construction or operation of the Sports Complex.

Section 13. **Notices.** When provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company, addressed as follows:

COUNTY
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778

CITY
City Administrator
201 East Main Street
Post Office Box 1068
Tavares, Florida 32778

cc: Parks and Trails Division

Either party may change its mailing address or notice information by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 14. **Modification.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

Section 15. **Incorporation.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreement whether oral or written.

Section 16. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the

Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 17. **Scope of Agreement.** This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2015; and City of Tavares, through it City Council, signing by and through its duly authorized representative, authorized to execute same by Council action on the ____ day of_____, 2015.

COUNTY

ATTEST:

LAKE COUNTY, through its
Board of County Commissioners

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

_____
Jimmy Conner, Chairman

This ___ day of _____, 2015.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

CITY

ATTEST:

CITY OF TAVARES

_____

City Clerk

_____

Print Name: _____

This ____ day of _____, 2015.

Approved as to form and legality:

_____

Robert Q. Williams, City Attorney