

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 16, 2015**

**AGENDA TAB NO. 6**

**SUBJECT TITLE: Request to issue Request for Proposal (RFP) for Debt Financing of FY16 Budgeted Capital Items.**

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**OBJECTIVE:** To Request Council approval to issue an RFP for short-term debt financing to fund the purchase of capital items included in the FY2016 Adopted Budget identified for debt financing.

**SUMMARY:**

The Fiscal Year 2016 Adopted Budget includes the following capital items:

<b>BUDGETED CAPITAL ITEMS FOR DEBT FINANCING</b>		
<b>Item</b>	<b>Department</b>	<b>Amount</b>
Fire Truck	Fire	500,000.00
Battalion Chief Vehicle	Fire	50,000.00
City Hall Chiller	Gen Svcs	250,000.00
Caroline St. Streetscape	Comm Dev	450,000.00
City Hall Improvements	Gen Svcs	234,000.00 <sup>(1)</sup>
		<b>\$</b>
		<b>1,484,000.00</b>

<sup>(1)</sup> *Approved 12-2-2015 Council Meeting*

These items were identified in the Adopted Budget for purchase by issuing debt financing for a term of ten years. The Finance Director proposes to work with the City Financial Advisor, Mark Galvin of First Southwest, to prepare a Request for Proposal (RFP) for debt issuance to include the following:

- Term: 10 year financing
- Payments: semi-annual
- Preference for no pre-payment penalty
- No pledged revenues, but the City will provide a “Covenant to Budget and Appropriate Debt Service Requirements Annually” (CBA).
- The loan amount will include \$1,484,000 for the capital expenditures plus an amount needed for debt issuance costs.
- The RFP will be issued for a period estimated at 30 days.

Staff plans the following timeline for the issuance, approval and closing for the loan:

- Staff plans to bring an RFP award recommendation back to the City Council for approval on January 20, 2016.
- Staff anticipates bringing final loan documents to the City Council for approval on February 3, 2016.
- Staff is hopeful that the loan closing will occur on February 5, 2016.

**OPTIONS:**

1. Move to Direct the Finance Director to work with the City Financial Advisor to issue an RFP for debt for a term of 10 years for the purchase of: a fire truck, a battalion vehicle, City Hall chiller, Caroline Street Streetscape, and City Hall improvements in the amount of \$1,484,000 plus debt issuance costs.
2. Move to not approve.

**STAFF RECOMMENDATION:**

1. **Move to Direct the Finance Director** to work with the City Financial Advisor to issue an RFP for debt for a term of 10 years for the purchase of: a fire truck, a battalion vehicle, City Hall chiller, Caroline Street Streetscape, and City Hall improvements in the amount of \$1,484,000 plus debt issuance costs.

**FISCAL IMPACT:**

There is not fiscal impact to issue an RFP.

**LEGAL SUFFICIENCY:** Meets Legal Sufficiency.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DECEMBER 16, 2015**

**AGENDA TAB NO. 7**

**FIRST READING**

**SUBJECT TITLE: Ordinance 2015-25**

**Amendment to Economic Incentives in LDRs**

**Deferral of Impact Fees for Large Multi-Family Developments**

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**OBJECTIVE:**

To amend the City's Land Development Regulations, Chapter 23, Economic Incentives, by adding an impact fee deferral program for large, multi-family rental developments.

**SUMMARY:**

On November 18, 2015, City Council directed staff to prepare a proposed draft ordinance that would create an impact fee deferral program for large, multi-family rental developments.

This proposed amending ordinance creates a deferral program with the following terms and conditions:

1. The deferral would only be available to large attached multi-family projects consisting of over 100 rental dwelling units.
2. Building Permits for the project must be issued simultaneous to qualify. (For tracking and addressing reasons, the city issues individual permits for each building. If a project consists of several buildings, building permits must be issued simultaneously to insure that the project is completed and that the 100 dwelling unit minimum is met.)
3. Accessory or subordinate commercial or office uses that may be part of the project do not qualify for the deferral. These are always permitted separately.
4. Upfront payment of 50% of all applicable city impact fees for projects seeking deferral must be paid at the time of issuance of the building permit.
5. The balance of impact fees owing must be paid in full with 24 months of permit issuance.
6. The current Federal Interest Rate applicable at the time of permit issuance will be applied to the remaining balance of impact fee owing for the 24 month deferral period or until the remaining impact fees are paid.
7. The Developer will be required to post an irrevocable letter of credit in a form approved by the City's Finance Director for an amount equal to the deferred impact fee balance valid until paid in full.

**OPTIONS:**

No Council action required at First Reading.

**STAFF RECOMMENDATION:**

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2015-25.

**FISCAL IMPACT:** N/A

**LEGAL SUFFICIENCY:**

This ordinance has been approved for legal sufficiency.

ORDINANCE 2015-25

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 23, DIVISION 3, SECTION 23-14, IMPACT FEE WAIVERS BY RETITLING THE SECTION AS "IMPACT FEE WAIVERS AND DEFERRALS", BY DEFINING A "LARGE MULTI-FAMILY DEVELOPMENT", BY PROVIDING FOR A PARTIAL DEFERRAL OF PAYMENT OF IMPACT FEES FOR LARGE MULTI-FAMILY DEVELOPMENTS AS AN ECONOMIC INCENTIVE, BY PROVIDING FOR TERMS AND CONDITIONS FOR THIS DEFERRAL, BY PROVIDING APPROPRIATE SECTION RENUMBERING AND CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tavares' Land Development Regulations, Chapter 23, Division 3, Section 23-14 presently allows City Council to waive or defer city impact fees from time to time as an economic development incentive; and

WHEREAS, the City of Tavares has identified a need for additional work-force, rental dwellings within the city; and

WHEREAS, the City of Tavares desires to provide an impact fee deferral program as an economic incentive for the development of large multi-family projects; and

WHEREAS, the City of Tavares has determined these changes are appropriate and in the best interest of the community; therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA:

Section 1. Text Amendment to the Land Development Regulations

That the City of Tavares Land Development Regulations be hereby amended as follows:

DIVISION 3
IMPACT FEE WAIVERS AND DEFERRALS

City Council, as an economic development incentive, may from time to time authorize the waiver, deferral or reduction of city impact fees due under the terms of Chapter 6 of the City of

1 Tavares Code of Ordinances and under the terms of Section 17.39 of the City's Land  
2 Development Regulations.

3  
4 **Sec. 23-14 (a). Impact Fee Waivers.**

5  
6 City Council may waive City Impact Fees for the development of a large seaplane commercial  
7 enterprise. For purposes of this Ordinance, a "large seaplane commercial enterprise" shall  
8 mean:

9  
10 (a) a commercial or industrial enterprise engaged in the sale, manufacture,  
11 production, assembly, marketing or passenger service of or for seaplanes, or their components,  
12 which either:

13  
14 (i) is subject to Capital Charges (Impact Fees) in excess of 25 ERUs as defined  
15 under Section 17-36 of the Land Development Regulations, or which

16  
17 (ii) employs twenty-five (25) or more full time employees at its Tavares location  
18 as part of its commercial enterprise.

19  
20 **Sec. 23-14 (b). Impact Fee Deferrals.**

21  
22 An impact fee deferral program is authorized by City Council to provide an economic incentive  
23 for the development of large multi-family projects.

24  
25 For the purposes of this Ordinance, a "large multi-family dwelling development" shall mean:

- 26  
27 (a) A Development consisting of over 100 rental attached dwelling units that are  
28 permitted simultaneously and constructed in one phase.  
29 (b) Accessory or subordinate commercial uses attached to the Development shall not be  
30 eligible for this deferral.

31  
32 Terms and Conditions for the Deferral Program:

- 33  
34 (a) Payment of 50% of all currently applicable city impact fees for the entire proposed  
35 development project at time of issuance of the building permit.  
36 (b) Balance of impact fees to be paid in full within 24 months of permit issuance.  
37 (c) Current Federal interest rate will be applied to the remaining balance of impact fees  
38 for the 24 month deferral period or until the remaining impact fees are paid.  
39 (d) Developer is required to post an irrevocable letter of credit in a form approved by the  
40 City's Finance Director for an amount equal to the deferred impact fee balance valid  
41 until paid in full.

42  
43 **Section 2. Severability and Conflicts**

44  
45 The provisions of this ordinance are severable and it is the intention of the City Council of  
46 Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of

1 competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the  
2 decision of such court shall not impair any remaining provisions of this ordinance.

3

4 **Section 3. Effective Date**

5 This Ordinance shall take effect immediately upon its final adoption by the Tavares City  
6 Council.

7

8 **PASSED AND ADOPTED** this day of January, 2016 by the City Council of the City of  
9 Tavares, Florida.

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\_\_\_\_\_  
Robert Wolfe, Mayor  
Tavares City Council

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14 First Reading: \_\_\_\_\_

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16 Second Reading: \_\_\_\_\_

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19 ATTEST:

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\_\_\_\_\_  
Nancy A. Barnett, City Clerk

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Approved as to form:

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\_\_\_\_\_  
Robert Q. Williams, City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DECEMBER 16, 2015**

**AGENDA TAB NO. 8**

**SECOND READING**

**SUBJECT TITLE: Ordinance 2015-23  
Annexation & Rezoning –Old 441-Three Palms Mobile Home Park**

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**OBJECTIVE:**

To consider the annexation and rezoning to RMF-3, Residential Multi-Family, of approximately 6.02 acres of property located on the north side of Old U.S. HWY 441, 325 feet west of David Walker Drive (Three Palms Mobile Home Park).

**SUMMARY:**

The subject property is located on the north side of Old U.S. HWY 441 (Alfred Street) approximately 325 feet west of David Walker Road. It is approximately 6.02 acres in size. The land is presently the site for Three Palms Mobile Home Park. 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 it also further provides 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.

Robert Tamburro, the owner of this property, has applied through Wicks Engineering for annexation of these lands into the city and is seeking a zoning designation of RMF-3, 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 remove the existing mobile home park and redevelop the site as a senior adult low rise apartment complex. A total of 150 units are proposed. As per the utility agreement, all new development will be connected to city utilities. The apartment complex will require site plan approval to insure compliance with all city codes and applicable regulations prior to the issuance of any permits. The owner is concurrently seeking a Future Land Use Map amendment to High Density Residential (12-25 dwelling units per acre).

Florida State Statutes require that the owner of a mobile home park provides notification of rezoning applications, in writing, to mobile home owners. Eviction Notices must contain specifically worded notification of entitlement to compensation from the Florida Mobile Home Relocation Trust Fund. Prior to approving a park owner's zoning application, local government must take precautionary steps to insure that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners. These requirements have been adequately fulfilled. Attached to this summary is a relocation report.

This property is in close proximity to Shanti-Niketan, a Multi-Family High Density community located just east of David Walker Drive. Old U.S. 441 is the easterly extension of Alfred Street. The complete downtown Alfred/Caroline Street corridor is designated as Mixed Use Commercial which allows High Density Multi-Family Residential uses. High Density Multi-Family Residential use is compatible with the existing County Future Land Use designation of Urban High.

**OPTIONS:**

1. That City Council moves to approve Ordinance 2015-23.
2. That City Council moves to deny the proposed rezoning.

**PLANNING & ZONING BOARD RECOMMENDATION :**

At its November 19<sup>th</sup> meeting, the Planning and Zoning Board voted unanimously to recommend approval of Ordinance 2015-23.

**STAFF RECOMMENDATION:**

Staff recommends that City Council moves to approve Ordinance 2015-23.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

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

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**ORDINANCE 2015-23**

**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 6.02 ACRES OF NON-CONTIGUOUS PROPERTY, KNOWN AS THREE PALMS MOBILE HOME PARK, GENERALLY LOCATED ON THE NORTH SIDE OF OLD U.S. HIGHWAY 441, APPROXIMATELY 325 FEET WEST OF THE INTERSECTION WITH DAVID WALKER DRIVE; REZONING THE PROPERTY FROM COUNTY RMRP (MOBILE HOME RENTAL PARK) TO CITY RMF-3 (RESIDENTIAL MULTI-FAMILY); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the 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-3 (Residential Multi-Family) upon annexation to facilitate the development of senior adult housing apartments; and

1           **WHEREAS**, the City is concurrently processing an amendment to the City's  
2 Comprehensive Plan to re-designate the property from Lake County Urban High Density to City  
3 of Tavares High Density on the Future Land Use Map 2020; and  
4

5           **WHEREAS**, the City of Tavares held duly noticed public hearings before the  
6 Planning and Zoning Board and City of Tavares City Council, providing opportunity for  
7 individuals to hear and to be heard regarding the proposed amended zoning and annexation;  
8 and  
9

10           **WHEREAS**, the City Council has reviewed and considered all relevant evidence  
11 and information and testimony presented by witnesses, the public, and City staff; and  
12

13           **WHEREAS**, the City Council finds this amendment in compliance with the City of  
14 Tavares Land Development Regulations and the proposed amended Comprehensive Plan; now  
15 therefore  
16

17           **BE IT ORDAINED** by the City Council of the City of Tavares, Florida, as follows:  
18

19           **Section 1.     Annexation**

20           The properties legally defined as and depicted in **Exhibit "A"** attached hereto, situated in  
21 Lake County, Florida, is hereby incorporated into and made a part of the City of Tavares, Florida,  
22 pursuant to the voluntary annexation provisions of Chapter 171, Part II, Florida Statutes.  
23

24           **Section 2.     Utility Agreement**

25           That the Utility Agreement attached as **Exhibit "C"** to this ordinance is hereby approved by  
26 the City Council of the City of Tavares; and  
27

28           **Section 3.    Rezoning**

29           The said properties, as legally defined in **Exhibit "A"**, are hereby rezoned from Lake  
30 County RMRP (Mobile Home Rental Park) to City RMF-3 (Residential Multi-Family), under the  
31 specific provisions as established by the City of Tavares Land Development Regulations.  
32  
33  
34

1 **Section 4. Severability.**

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

5 **Section 5. Effective Date.**

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

8  
9 **PASSED AND ORDAINED** this day of , 2015 by the City Council of the  
10 City of Tavares, Florida.

11  
12 \_\_\_\_\_  
13 **Robert Wolfe, Mayor**  
14 **Tavares City Council**

15 First Reading: \_\_\_\_\_

16 Passed Second Reading: \_\_\_\_\_

17  
18 ATTEST:

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21 \_\_\_\_\_  
22 Nancy Barnett, City Clerk

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24  
25 APPROVED AS TO FORM AND LEGALITY:

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28 \_\_\_\_\_  
29 Robert Q. Williams, City Attorney

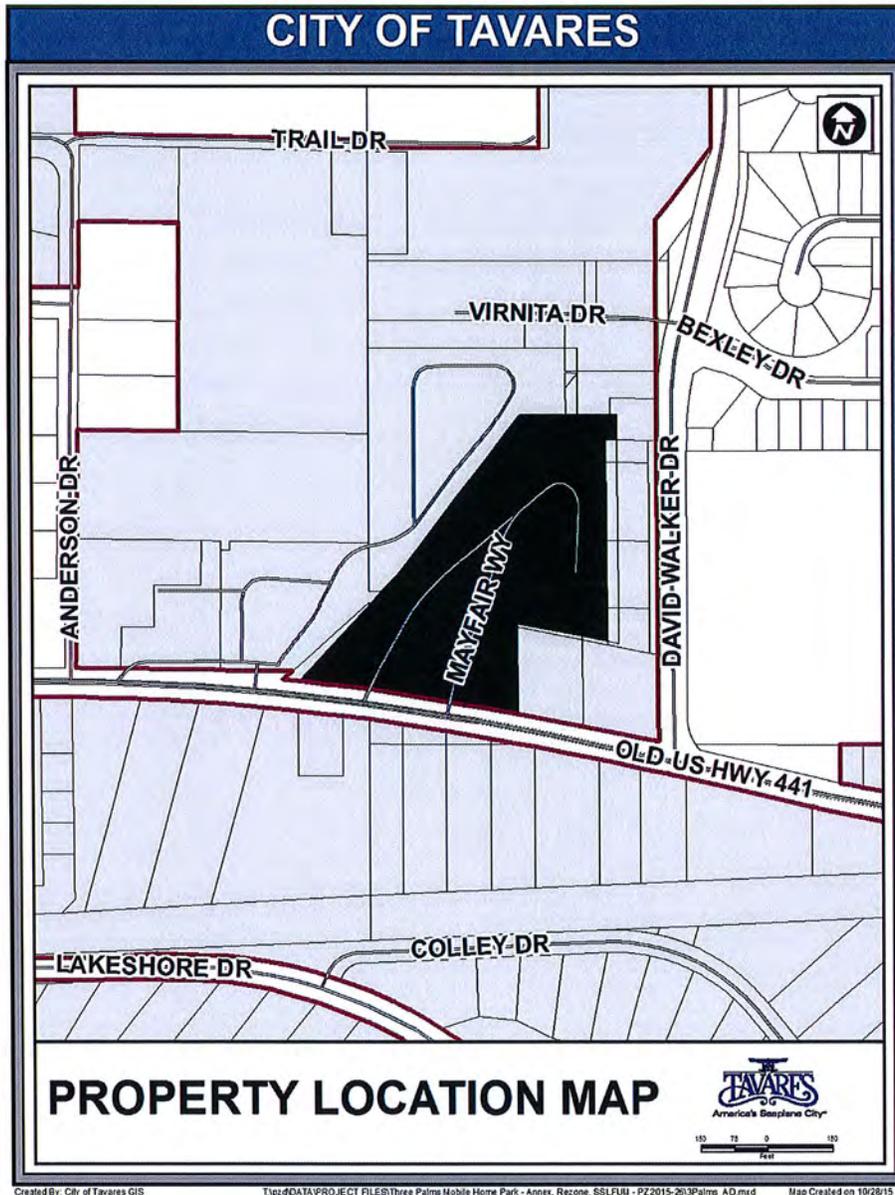
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### EXHIBIT A LEGAL DESCRIPTION

From the West 1/4 corner of Section 27, Township 19 South, Range 26 East, run South 89 degrees 33' East 672.67 feet, South 00 degrees 08' East 1117.94 feet, North 84 degrees 33' West 16.5 feet, North 79 degrees 02' West 101.3 feet to the POINT OF BEGINNING, run North 510.5 feet, West 209 feet, South 37 degrees West 458.34 feet, South 45 degrees 24' West 331.5 feet to Highway, Southeasterly along highway 496.8 feet, North 200 feet, Southeasterly to POINT OF BEGINNING, Lake County, Florida.

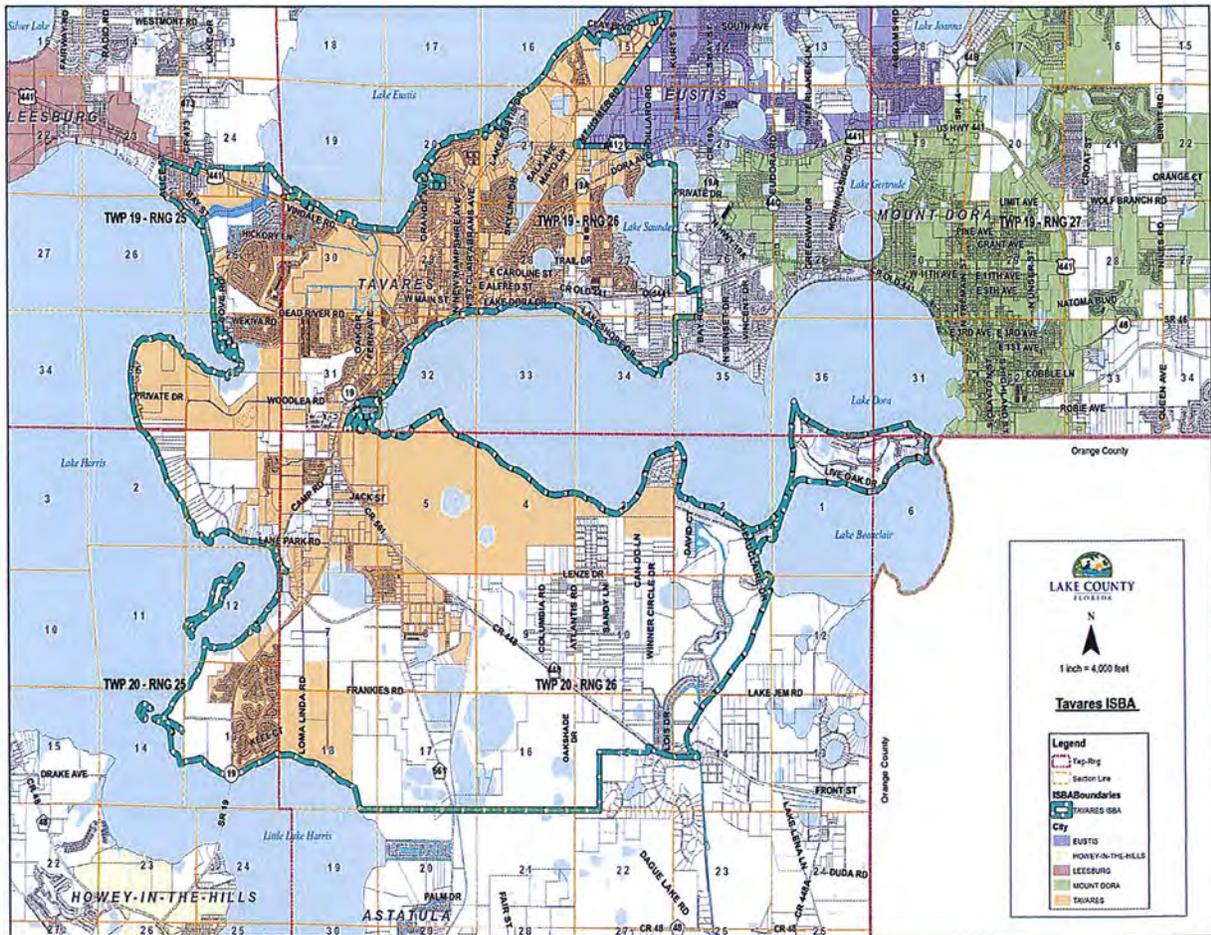
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### EXHIBIT B INTERLOCAL SERVICE AREA BOUNDARY



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**EXHIBIT C  
UTILITY AGREEMENT**



America's Seaplane City™

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**UTILITY AGREEMENT**

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

15  
16  
17

**RECITALS**

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

21  
22 2. The Developer owns property, legally described in "Exhibit A" of this  
23 Utility Agreement. This property is within the Tavares Interlocal Service Area Boundary.  
24 The Developer desires to annex this property into the City of Tavares.

25  
26 3. A requirement for annexation of non-contiguous properties under the  
27 Interlocal Service Boundary Agreement is that properties are either presently served by  
28 or capable of being served by public central water and sewer utility service, or the  
29 subject owner/developer has entered into a concurrent Water and Sewer Utility  
30 Agreement at the time of annexation to extend utility infrastructure to the subject  
31 property. The Agreement provides that the City of Tavares may not approve  
32 development or issue a final development order in such annexed area unless central  
33 water and waste water serves the development.

34  
35 4. The Developer has agreed to (\_\_\_) immediately connect to the an  
36 existing public water and sewer utility service, or (\_\_\_) construct the utility infrastructure  
37 for water and waste water pursuant to the City's plans and specifications, and it has  
38 agreed to pay the entire cost to design, permit, construct, and inspect that construction.

39  
40 NOW, THEREFORE, in consideration of the mutual covenants, premises  
41 and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are  
42 hereby acknowledged, the City and the Developer hereby agree as follows:  
43

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

3  
4           2. Connection or Construction of Capital Lines and Facilities. The City  
5 acknowledges that the Developer, at its expense, has agreed either to:

6  
7                   (a). Connect to the City's public water and sewer utility system or  
8 some other public central water and sewer service approved by the City within \_\_\_\_  
9 days, or

10  
11                   (b). Design, permit, and construct the following capital infrastructure  
12 improvements to wit:

13  
14 Description of Work: \_\_\_\_\_

15  
16 The City hereby acknowledges that it has granted to the Developer the right and license  
17 to construct said water and sewer lines, and expressly consents to such construction.

18  
19           3. Conveyance of Improvements. At the City's option, all of the utility  
20 facilities constructed pursuant to this agreement shall be the property of the City. In  
21 such instance, the Developer agrees to convey to the City, by bill of sale, all of  
22 Developer's right, title and interest in Infrastructure extensions and improvements upon  
23 execution of this Agreement. In the event the utility connection improvements are not  
24 conveyed to the City, the Developer shall be responsible for all maintenance of said  
25 lines and facilities.

26  
27           4. Documentation from Developer. The Developer shall submit to the City  
28 sealed engineered copies of all design drawings, contractor's affidavits, certificates from  
29 the project engineer, and a set of as-built drawings for all of the improvements  
30 contemplated hereby. The Developer shall also assign to the City all warranties and  
31 guarantees that it has on the improvements.

32  
33           5. Entire Agreement. This Agreement constitutes the entire agreement  
34 between the parties with respect to the transactions contemplated herein, and it  
35 supersedes all prior understandings or agreements between the parties relating to this  
36 Agreement.

37  
38           6. Successors and Assigns. This Agreement shall be binding upon and  
39 inure to the benefit of the parties hereto and their respective successors and assigns.

40  
41           7. Waiver; Modification. The failure by any party to insist upon or enforce  
42 any of their rights shall not constitute a waiver thereof and nothing shall constitute a  
43 waiver of any party's right to insist upon strict compliance with the terms of this  
44 Agreement. Any party may waive the benefit of any provision or condition for its benefit  
45 which is contained herein. No oral modification of this Agreement shall be binding upon  
46 the parties and any modification must be in writing and signed.

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

3  
4           9. Application; Affect. If any provision of this Agreement or the application  
5 thereof to any party, person or circumstance shall be held or deemed to be invalid or  
6 unenforceable to any extent, the remainder of this Agreement and the application of  
7 such provisions to other parties, persons, or circumstances shall be affected thereby  
8 and shall be enforced to the greatest extent permitted by law.

9  
10           10. Notices. Any notices which may be permitted or required hereunder  
11 shall be in writing and shall be deemed to have been duly given as of the date and time  
12 the same are personally delivered, transmitted electronically (i.e. telecopier device) or  
13 within three (3) days after depositing with the United States Postal Services, postage  
14 prepaid by registered or certified mail, return receipt requested, or within one (1) day  
15 after depositing with Federal Express or other overnight delivery service from which a  
16 receipt may be obtained, and addressed as follows:

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18           City:                   John Drury, City Administrator  
19                                   City of Tavares  
20                                   201 East Main Street  
21                                   Tavares, Florida 32778  
22                                   Telephone: (352) 742-6209

23  
24           Copy to:                Robert Q. Williams, Esquire  
25                                   Williams, Smith & Summers, P.A.  
26                                   380 West Alfred Street  
27                                   Tavares, Florida 32778-3298  
28                                   Telephone: (352) 343-6655  
29                                   Fax: (352) 343-4267

30  
31           Developer:             \_\_\_\_\_

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

42  
43           12. Performance. Time is of the essence in the performance of this  
44 Agreement.

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
2 to be executed in form and manner sufficient to bind them as of the date indicated  
3 hereinabove.  
4

**CITY OF TAVARES**

5  
6 ATTEST:

7  
8 \_\_\_\_\_  
9 Nancy Barnett, City Clerk

\_\_\_\_\_ Kirby Smith, Mayor

10 Approved as to form and legality by:

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

11  
12 \_\_\_\_\_  
13 Robert Q. Williams, Esquire  
14 City Attorney

15  
16 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in  
17 form and manner sufficient to bind them as of the date indicated hereinabove.  
18 Signed, sealed and delivered in the  
19 presence of the following witnesses:

**DEVELOPER:**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

20 STATE OF FLORIDA  
21 COUNTY OF \_\_\_\_\_

22  
23 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
24 by \_\_\_\_\_, as Manager of \_\_\_\_\_, a Florida limited  
25 liability company, on behalf of the company. He  is personally known to me or  has  
26 produced \_\_\_\_\_ as identification.

27 (NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

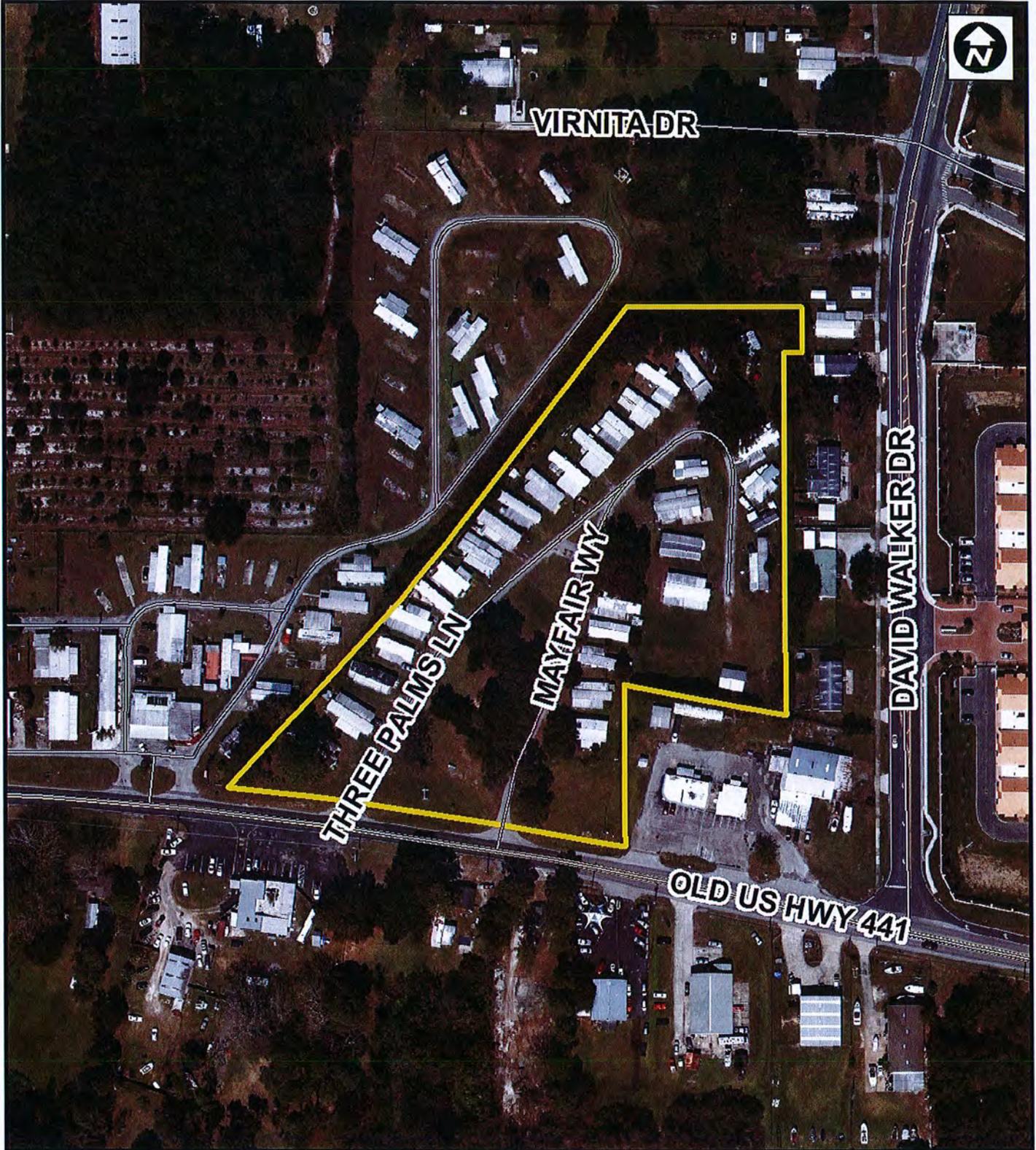
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(Name typed, printed or stamped)

**EXHIBIT "A" OF UTILITY AGREEMENT**

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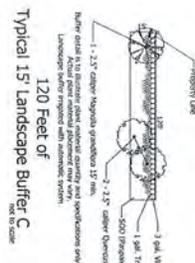
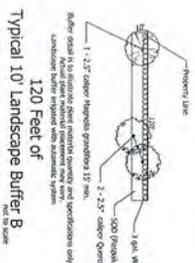
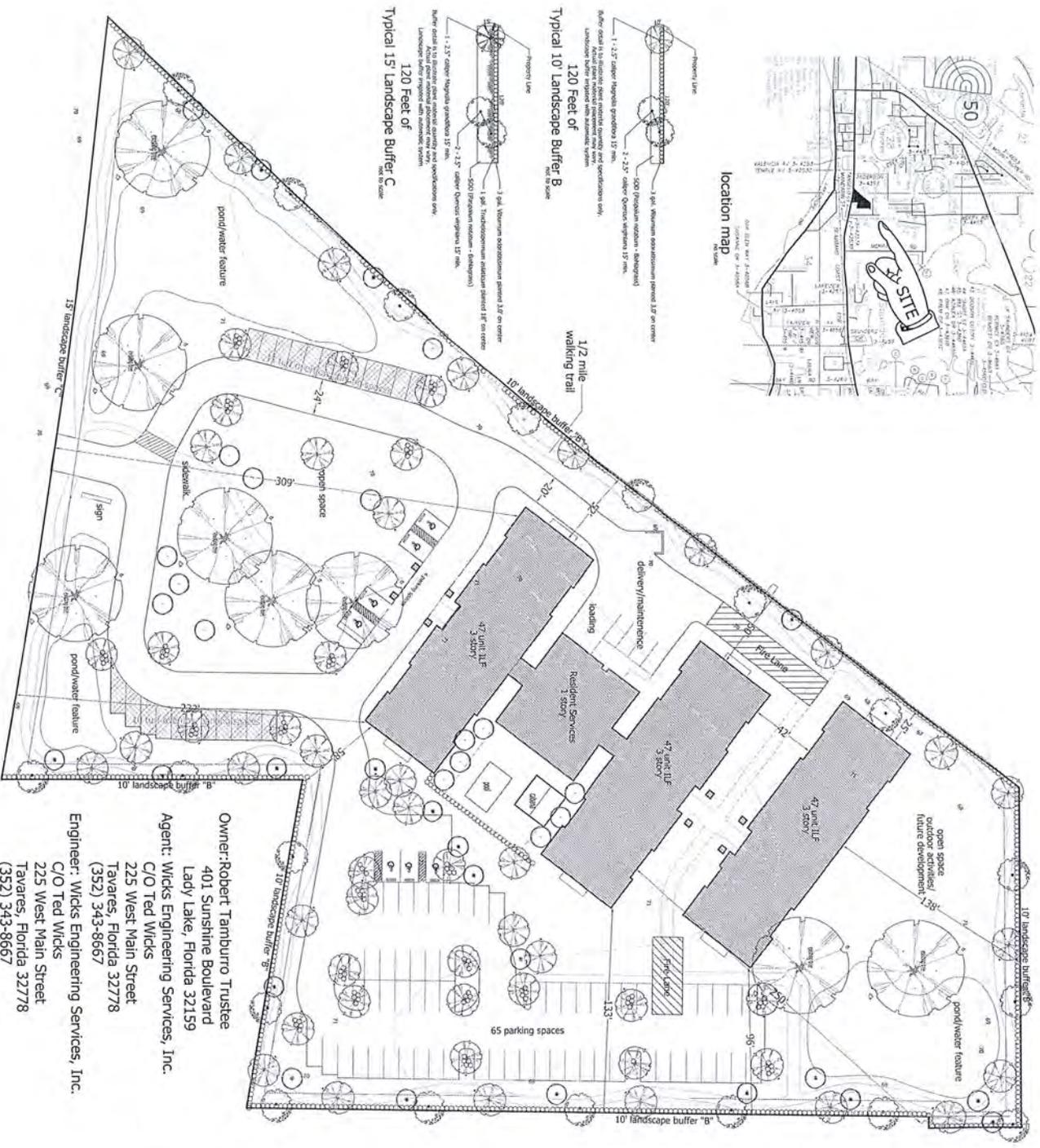
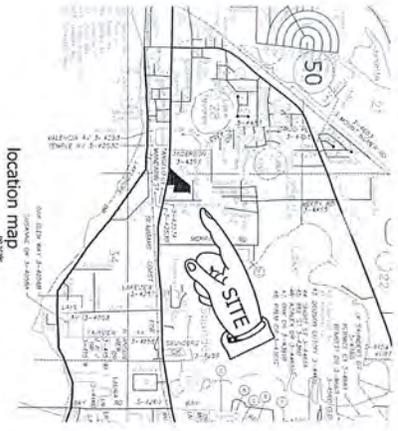
From the West 1/4 corner of Section 27, Township 19 South, Range 26 East, run South 89 degrees 33' East 672.67 feet, South 00 degrees 08' East 1117.94 feet, North 84 degrees 33' West 16.5 feet, North 79 degrees 02' West 101.3 feet to the POINT OF BEGINNING, run North 510.5 feet, West 209 feet, South 37 degrees West 458.34 feet, South 45 degrees 24' West 331.5 feet to Highway, Southeasterly along highway 496.8 feet, North 200 feet, Southeasterly to POINT OF BEGINNING, Lake County, Florida.

# CITY OF TAVARES



## PROPERTY LOCATION MAP





**Owner:** Robert Tamburro Trustee  
 401 Sunshine Boulevard  
 Lady Lake, Florida 32159  
**Agent:** Wicks Engineering Services, Inc.  
 C/O Ted Wicks  
 225 West Main Street  
 Tavares, Florida 32778  
 (352) 343-8667  
**Engineer:** Wicks Engineering Services, Inc.  
 C/O Ted Wicks  
 225 West Main Street  
 Tavares, Florida 32778  
 (352) 343-8667

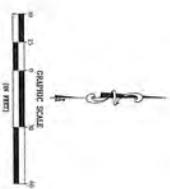
Total acreage: 6.02 acres (262,231 square feet)  
 Zoning of parcel: Lake County RMRP  
 Proposed zoning: City of Tavares PUD  
 Adjacent Zoning: North - LC RM  
 South - LC LM  
 East - LC RMRP  
 West - LC RMRP

Future land use: Lake County Urban High Density  
 Proposed FUL: PUD  
 Proposed Use: 120 unit ACF with food service  
 100 year flood elevation: 86.0' (as indicated on plan)  
 Wetland acreage: 0 acres  
 Open Space: 1.80 acres - 30%

**Notes:**  
 • This plan is conceptual in nature and is subject to change due to engineering and other influences.  
 • Maximum allowable surface ratio of .7  
 • Maximum allowable building height 45'  
 • Building setbacks:  
 Front - 50'  
 Rear - 25'  
 Side - 25'  
**Buffers:**  
 North - 25'  
 South - 25'  
 East - 25'  
 West - 25'

• Utilities, water, sewer and fire protection will be provided by City of Tavares  
 • Stormwater management will be through a system of swales and retention ponds as required  
 • Existing vegetation to be retained in landscape buffers wherever possible.  
 • Parking requirement calculation:  
 120 units, 12 maximum employees = 98 parking spaces  
 Project to be constructed in two phases  
 ACF floor area 3 story - 73,000 sf  
 • Trees indicated on plan as existing are approximate locations

**LEGAL DESCRIPTION:**  
 JAMES M CONNER PLAT BEG ON N LINE OF HWY & E LINE OF LOT 9, RUN N 200 FT, WLY PARALLEL WITH HWY 176/25 FT FOR POB, CONT ALONG SAME LINE TO A PT 350 FT W OF E LINE OF LOT 9, S PARALLEL WITH E LINE LOT 9 TO NLY HWY RW, S ECT ALONG RW TO PT THAT IS 176.00 FT W OF E LINE LOT 9, N TO POB FB 1.195 32  
 OMB 1315 96 2122



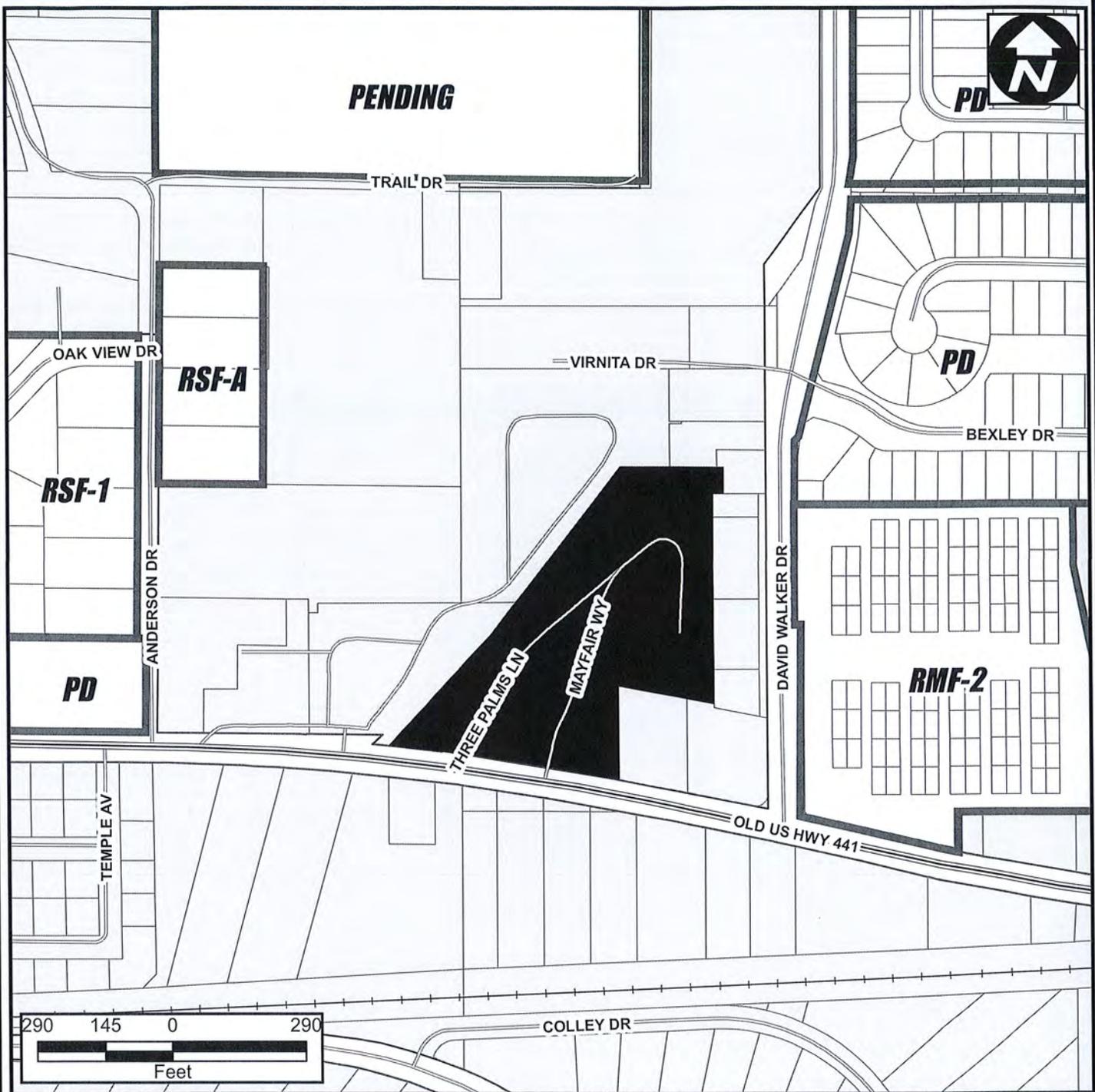
Drawn: LBY	REVISION:	DATE:
Checked: KWJ		
Date: 09/27/2015		
Scale: AS SHOWN		

Three Palms

Concent Plan

Wicks Engineering Services, Inc.

# CITY OF TAVARES ORDINANCE # 2015-23



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



## ZONING MAP

### ORDINANCE # 2015-23

### Three Palms Mobile Home Park

Current Zoning:  
County RMRP  
Proposed Zoning: RMF-3  
06.02 ± Acres

#### Legend

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

LAKE SENTINEL



Feral hogs enjoyed a swath of green along a lake by the author's home near Groveland.

BOAS

Continued from Page E1

Intelligent and fast-reproducing critters cause havoc in just about every possible habitat. Beginning when she is just 6 months old, a female can produce two to three litters a year, each with up to five piglets. That's a lot of little piglets mucking up the ground in coastal, inland, wooded, wetland, agricultural and suburban habitats.

When I wonder why, after 23 years of living on our homestead, we've only now begun to see wild pigs, I needn't look further than a publication posted on the University of Florida IFAS Extension website titled "Wild Hogs in Florida: Ecology and Management." Author William M. Giuliano stated, "[H]ogs prefer large forested areas with abundant food, particularly acorns, interspersed with marshes, hammocks, ponds and drainages. Good hog habitats have plenty of cover in the form of dense brush and limited human disturbance to woods, fields and wetland."

Our property didn't fit that description 23 or even 10 years ago, but it sure does now. Now that the cloven-hoofed collition has snorted, rooted and wallowed its way onto our private domain, a perpetually disturbed landscape might be in our future. Once wild hogs find suitable habitat, they tend to stay. Why leave, after all, when you've found a place that has everything you need?

Thirteen years ago, I was thrilled when I spotted a wild pig running along the road. Fast forward a decade or so and, despite the destruction they've caused, I'd still be excited if I saw one or more feral hogs today. I may not be happy with what they do, but I can't help but be awed by the very presence of so many wild animals managing not just to survive but thrive in this sadly wildlife-unfriendly human-centric world.

Maybe it's pigheaded of me to say, but I don't really mind if wild hogs are here to stay.

Sherry Boas can be reached at simplyliving@beautilifefarmboas.com. Her columns can be found online at OrlandoSentinel.com/lake.

MOVIES NOV. 13-19

Clermont

EPIC Theatre  
Clermont Landing  
2405 S. U.S. Highway 27  
352-242-6684

**THE 33** (PG-13): Friday through Tuesday at 10:05 a.m., 12:30, 1:55, 3:30, 4:45, 6:20, 7:35, 9:10, 10:25 p.m.

**BRIDGE OF SPIES** (PG-13): Friday through Tuesday at 11 a.m., 2, 5, 7, 10 p.m.

**BURN!** (R): Friday and Saturday at 2:15, 7:10 p.m.; Sunday at 1:30 a.m., 4:30 p.m.; Monday and Tuesday at 2:15, 7:10 p.m.

**GOOSEBUMPS** (PG): Friday through Tuesday at 11 a.m., 2:15, 4:40, 7:05, 9:30 p.m.

**HOTEL TRANSYLVANIA 2** (PG): Friday through Tuesday at 12:30, 2:40, 4:50 p.m.

**THE HUNGER GAMES: MOCKINGJAY - PART 1** / **THE HUNGER GAMES: MOCKINGJAY - PART 2** (Not Rated): Wednesday at 4:30 p.m.

**THE HUNGER GAMES: MOCKINGJAY, PART 2** (PG-13): Thursday at 7:30, 8, 8:30, 9, 9:30, 10, 10:30 p.m.

**THE INTERN** (PG-13): Friday through Tuesday at 10:05 a.m., 1:45, 4:25, 7:05, 9:45 p.m.

**THE LAST WITCH HUNTER** (PG-13): Friday and Saturday at 1:30 a.m., 4:35, 9:30 p.m.; Sunday at 9:30 p.m.; Monday and Tuesday at 10:30 a.m., 4:35, 9:30 p.m.

**LOVE THE COOPERS** (PG-13): Friday through Tuesday at noon, 1:15, 2:30, 3:45, 5, 6:15, 7:30, 8:45, 10 p.m.

**THE MARTIAN** (PG-13): Friday through Tuesday at 1:25, 4:25, 7:25, 10:25 p.m.

**THE MARTIAN 3D** (PG-13): Friday through Tuesday at 10:15 a.m.

**MY ALL AMERICAN** (PG): Friday through Tuesday at 10:40 a.m., 2:25, 5:05, 7:45, 10:25 p.m.

**THE NIGHT BEFORE** (R): Thursday at 7, 9:45 p.m.

**OUR BRAND IS CRISIS** (R): Friday through Tuesday at 8, 10:30 p.m.

**THE PEANUTS MOVIE** (G): Friday through Tuesday at 11 a.m., 12:15, 1:20, 2:30, 4:45, 5:50, 7, 9:15 p.m.

**THE PEANUTS MOVIE 3D** (G): Friday through Tuesday at 3:35, 8:05, 10:20 p.m.

**SECRET IN THEIR EYES** (PG-13): Thursday at 8, 10:30 p.m.

**SPECTRE** (PG-13): Friday through Tuesday at 11, 11:45 a.m., 12:40, 2:10, 3:10, 4, 5:20, 6:30, 7:35, 8:30, 9:40, 10:25 p.m.

**THE WIZARD OF OZ** (G): Sunday and Wednesday at 2, 7 p.m.

Lady Lake

Rialto Theatre  
The Villages Town Square  
1055 Algonzo Ave. (off U.S. Highway 441-27)  
352-259-1111

**THE 33** (PG-13): Friday and Saturday at 10:30 a.m., 1:15, 4:10, 7:05, 9:50 p.m.; Sunday through Thursday at 10:30 a.m., 1:15, 4:10, 7:05 p.m.

**BURN!** (R): Friday and Saturday at 11:40 a.m., 2, 4:20, 6:45, 10:20 p.m.; Sunday through Thursday at 11:40 a.m., 2, 4:20, 6:45 p.m.

**THE INTERN** (PG-13): Friday and Saturday at 10:50 a.m., 1:35, 4:35, 7, 9:40 p.m.; Sunday through Thursday at 10:50 a.m., 1:35, 4:35, 7 p.m.

**MISS YOU ALREADY** (PG-13): 11 a.m., 4:35 p.m. daily.

**SEX, DEATH AND BOWLING** (R): Friday and Saturday at 10 a.m., 12:15, 2:30, 4:40, 6:50, 9:30 p.m.; Sunday through Thursday at 10 a.m., 12:15, 2:30, 4:40, 6:50 p.m.

**SICARIO** (R): Friday and Saturday at 1:50, 7:05, 9:45 p.m.; Sunday through Thursday at 1:50, 7:05 p.m.

**SUFFRAGETTE** (PG-13): Friday and Saturday at 10:50, 1:20, 4:15, 6:40, 9:15; Sunday through Thursday at 10:50, 1:20, 4:15, 6:40

**WOODLAWN** (PG): Friday and Saturday at 10:40 a.m., 1:30, 4:25, 7:10, 9:55 p.m.; Sunday through Thursday at 10:40 a.m., 1:30, 4:25, 7:10 p.m.

**The Villages**  
Old Mill Playhouse  
Lake Sumter Landing Market Square  
1000 Old Mill Run (south of County Road 466 in Sumter County)  
352-259-1111

**BRIDGE OF SPIES** (PG-13): Friday and Saturday at 10 a.m., 1, 4, 6:45, 9:05 p.m.; Sunday through Thursday at 10 a.m., 1, 4, 6:45 p.m.

**THE HUNGER GAMES: MOCKINGJAY - PART 1** / **THE HUNGER GAMES: MOCKINGJAY - PART 2** (Not Rated): Wednesday at 4:30 p.m.

**THE HUNGER GAMES: MOCKINGJAY, PART 2** (PG-13): Thursday at 7 p.m.

**THE MARTIAN** (PG-13): Friday and Saturday at 10:15 a.m., 1:10, 4:05, 6:45, 9:30 p.m.; Sunday through Thursday at 10:05 a.m., 1:10, 4:05, 6:45 p.m.

**MY ALL AMERICAN** (PG): Friday and Saturday at 10:30 a.m., 1:20, 4:10, 7:40, 9:40 p.m.; Sunday through Thursday at 10:30 a.m., 1:20, 4:10, 7:40 p.m.

**OUR BRAND IS CRISIS** (R): Friday and Saturday at 10:15 a.m., 1:15, 4:15, 7:15, 9:50 p.m.; Sunday through Thursday at 10:15 a.m., 1:15, 4:15, 7:15 p.m.

**THE PEANUTS MOVIE** (G): 1:30, 7 p.m. daily.

**THE PEANUTS MOVIE 3D** (G): Friday and Saturday at 10:45 a.m., 4:30, 9:45 p.m.; Sunday through Thursday at 10:45 a.m., 4:30 p.m.

**STEVE JOBS** (R): Friday and Saturday at 10:20 a.m., 1:05, 4:05, 6:50, 9:35 p.m.; Sunday through Thursday at 10:20 a.m., 1:05, 4:05, 6:50 p.m.

**A WALK IN THE WOODS** (R): Friday and Saturday at 10:40 a.m., 1:40, 4:40, 7:10, 9:35 p.m.; Sunday through Thursday at 10:40 a.m., 1:40, 4:40, 7:10 p.m.

**WAR ROOM** (PG): Friday and Saturday at 10:30 a.m., 1:20, 4:10, 6:50 p.m.; Wednesday at 10:30 a.m., 1:20 p.m.; Thursday at 10:30 a.m., 1:20, 4:10 p.m.

**The Villages**  
Barnstorm Theatre  
Brownwood Padlock Square  
2720 Brownwood Blvd. (off State Road 44 in Sumter County)  
352-259-1111

**BRIDGE OF SPIES** (PG-13): 10:15 a.m., 1:15, 4:15, 7:15, 10:15 p.m.

**GOOSEBUMPS** (PG): Friday through Wednesday at 1:40, 7:10 p.m.; Thursday at 1:40 p.m.

**GOOSEBUMPS 3D** (PG): 10:50 a.m., 4:20, 10:20 p.m.

**THE HUNGER GAMES: MOCKINGJAY, PART 2** (PG-13): Thursday at 7 p.m.

**THE INTERN** (PG-13): 10:20 a.m., 1:25, 4:20, 7, 9:55 p.m. daily.

**THE LAST WITCH HUNTER** (PG-13): Friday through Wednesday at 10:35 a.m., 1:15, 4, 7:45, 10:30 p.m.; Thursday at 10:35 a.m., 1:15, 4, 10:30 p.m.

**LOVE THE COOPERS** (PG-13): 10 a.m., 12:30, 3, 5:30, 8, 9:40 p.m. daily.

**THE MARTIAN** (PG-13): 1:30, 7:30 p.m. daily.

**THE MARTIAN 3D** (PG-13): 10:25 a.m., 4:30, 10:30 p.m. daily.

**THE NIGHT BEFORE** (R): Thursday at 7 p.m.

THE ARTS IN LAKE

Miniature Charles Dickens' Village collection on display

By DEBBIE MANIS  
Staff Writer

Visitors can view the old-time shops, cottages and other structures of the miniature Charles Dickens' Village collection, inspired by the novelist's character-rich stories, at the Appleton Museum of Art College of Central Florida in Ocala, 4333 E. Silver Springs Blvd.

The exhibit features a portion of the Urban family's vast collection, including several themed trees filled with holiday ornaments and decorations. This year, the museum invited community members and businesses to decorate a tree, which is on display along with the Urban Family Holiday Collection.

The holiday exhibit runs through Jan. 3. Celebrate the holidays during Holiday Family Day from 10 a.m. to 4 p.m. Dec. 5 at the museum. The public is invited to view the exhibit, special exhibitions and the permanent collection, as well as participate in carriage rides and art-making activities in the ARTSpace free of charge.

Light refreshments will be served. For more information, hours and admission, visit appletonmuseum.org or call 352-291-4155.

Opera @ the Library

Opera @ the Library program will present Jules Massenet's most famous 1884 opera, "Manon," at 1:45 p.m. Nov. 23 in Room 108B at Cooper Memorial Library, 2525 Oakley Senever Drive, Clermont. The story revolves around Manon, a convent-bound teenager who makes bad decisions. She chooses physical love over the spiritual, then money over love, and consequently destroys her friends, her true love and herself. Light refreshments will be served. The opera, which has no translation, is free. Details: 352-536-2275 or bit.ly/dtldio.

'Guys and Dolls'

The 1950 classic "Guys and Dolls" opens Friday at the Sonnetary Theatre at the Ice House, 100 N. Unser St., Mount Dora. The Tony Award-winning musical comedy surrounds the campaign of nightclub singer Miss Adelaide, who wants to persuade cragsy game organizer Benny to tie the knot. The story is complicated by the arrival of high-roller Sky Masterson and Sarah Brown, sergeant of the Save-A-Soul Mission.

Based on short stories by newspaperman Damon Runyon, "Guys and Dolls" was written by Abe Burrows and Jo Swerling with music and lyrics by Frank Loesser. Some of the classic songs include "Luck Be a Lady Tonight" and "Sit Down (You're Rockin' the Boat)."

The play will have 16 performances through Dec. 13. Additional shows may be scheduled for Dec. 16-20. Tickets, from \$10 to \$20, are available at the box office between 1 and 5 p.m. Tuesdays through Fridays, icehousestheatre.com or 352-383-4646.

ERHS theater season

East Ridge High School theater department's next production will be "A Holiday to Remember" starring the theater's Rhythm of the Knights singers at 7 p.m. Dec. 4 at the school, 13322 Escalibur Road, Clermont. Tickets are \$10 for adults and \$8 for students. For groups of 10 or more that would like to pick up and pay for the tickets at the box office, email Jason Misner at misnerj@lake.k12.fl.us with ordering information.

Auditions

Auditions for Ocala Civic Theatre production of Paula Vogel's Pulitzer-winning "How I Learned to Drive" will be at 7 p.m. Dec. 7 and 8 at the theater, 4337 E. Silver Springs Blvd. (East State Road 40) in the Appleton Cultural Center. Driving lessons serve as a metaphor for the inappropriate relationship that develops between a young girl and her uncle-by-marriage. The drama is set in Maryland in the 1960s.

Five roles are available for the play, which is part of the theater's Ovation series. Needed are one female in her 20s to 40s and one male in his 40s to 50s. The three supporting characters play multiple roles and sing briefly, so versatile character actors are needed as they play both male and female roles of all ages.

Auditions will consist of readings from the script. The director requests that anyone who plans to audition should read the entire script first. The play contains strong adult themes and language. Copies of the script may be checked out in advance with a refundable \$10 deposit.

Auditioners must be 21 or older. Newcomers are welcome. Those who can't attend the scheduled auditions may call the box office for an appointment. Rehearsals usually are held from 7 to 10 p.m. Mondays through Fridays. The show will open Jan. 4 and run for nine performances through Jan. 14.

Details: ocalacivictheatre.com or 352-236-2274.  
Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tripadvisor.com.

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 2015-23 and Ordinance 2015-24 titled as follows:

ORDINANCE 2015-23

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY AMENDING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 6.02 ACRES OF NON-CONTIGUOUS PROPERTY, KNOWN AS THREE PALMS MOBILE HOME PARK, GENERALLY LOCATED ON THE NORTH SIDE OF OLD U.S. HIGHWAY 441, APPROXIMATELY 325 FEET WEST OF THE INTERSECTION WITH DAVID WALKER DRIVE; REZONING THE PROPERTY FROM COUNTY RMRP (MOBILE HOME RENTAL PARK) TO CITY RMF-3 (RESIDENTIAL MULTI-FAMILY); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-24

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 6.02 ACRES OF PROPERTY FROM COUNTY URBAN HIGH TO CITY HIGH DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTY KNOWN AS THREE PALMS MOBILE HOME PARK, GENERALLY LOCATED ON THE NORTH SIDE OF OLD U.S. HIGHWAY 441, APPROXIMATELY 325 FEET WEST OF THE INTERSECTION WITH DAVID WALKER DRIVE; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2015-23 and Ordinance 2015-24 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on November 19, 2015, at 3 p.m.; and
2. Tavares City Council meeting on December 2, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on December 16, 2015, at 4 p.m. (Second Reading)

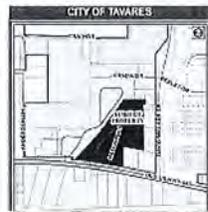
All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-23 and Ordinance 2015-24 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 the 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) 742-6108, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6133.

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



Orlando Sentinel

Publication Date: 11/16/2015

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Client Name: / PO# Mike Fitzgerald  
Advertiser: City of Tavares  
Section/Page/Zone: Lake Zone/E004/LAK  
Description: ff/Ord 2015-23 & 2015-24  
Ad Number: 3729097-1  
Insertion Number: 3 x 10.5  
Size: B&W  
Color Type:

1 Chairman Santoro expressed concern about a future buyer of the property. He asked if a caveat could be added  
2 that if there is any change in use, that that request come back to this Board. Mr. Fitzgerald said he believed this  
3 use is being given to Mr. Barber specifically. If he sells the property the special use goes away and it reverts to  
4 commercial use. Mr. Barber said he does not intend to rent the property. Discussion followed regarding utilization  
5 of the property by volunteers or on a donation basis only. There were questions on coordinating the flight pattern  
6 between this property and the other manufacturing facility and questions about right of way on the lake. Mr.  
7 Barber reiterated that maneuverability dictates who has the right of way. He added that he expects to let the public  
8 use the ramp as long as they respect his property. Mr. Fitzgerald said the issue re: parking and landscaping will be  
9 reviewed during site plan approval. Mr. Barber said his plan currently is to use the tower only as a coffee room.

10  
11 Mr. Stevenson asked if wording could be added on the resolution stating the hangar can only be used for personal  
12 private use. Mr. Fitzgerald stated he felt the "whereas" statement on the first page of the resolution should  
13 accomplish that issue. Mr. Stevenson said the clause states that the applicant "desires" to use for personal private  
14 use. Chairman Santoro asked if the word "desire" could be eliminated. Mr. Fitzgerald said he did not think the  
15 Board could limit the use of the property generally as it is zoned Commercial. He said this resolution will state  
16 that he is allowed to store seaplanes which normally would only be permitted in an Industrial zoning district. This  
17 resolution is saying that in addition to commercial uses, Mr. Barber will be allowed to store seaplanes.

18  
19 **MOTION**

20  
21 **Richard Roof moved to recommend the adoption of Resolution #2015-10, seconded by Bill Stomp. The**  
22 **motion carried unanimously 5-0.**

23  
24 **Tab 2) Ordinance #2015-23 - Three Palms Mobile Home Park – Annexation & Rezoning to RMF-3**

25  
26 **Mr. Fitzgerald presented the following report:**

27  
28 *The subject property is located on the north side of Old U.S. HWY 441 (Alfred Street) approximately 325 feet west*  
29 *of David Walker Road. It is approximately 6.02 acres in size. The land is presently the site for Three Palms*  
30 *Mobile Home Park. The property is within the city's Interlocal Service Boundary Area as established by the*  
31 *newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may*  
32 *annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions*  
33 *of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent*  
34 *water and sewer utility agreement to extend utility infrastructure to the subject property and it also further provides*  
35 *that the City of Tavares shall not approve any development or issue a final development order in such annexed area*  
36 *unless central water and wastewater shall serve the development.*

37  
38 *Robert Tamburro, the owner of this property, has applied through Wicks Engineering for annexation of these lands*  
39 *into the city and is seeking a zoning designation of RMF-3, Residential Multi-Family. Since the property is not*  
40 *contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities*  
41 *has also been signed by the applicant. The owner is proposing to remove the existing mobile home park and*  
42 *redevelop the site as a senior adult low rise apartment complex. A total of 150 units are proposed. As per the utility*  
43 *agreement, all new development will be connected to city utilities. The apartment complex will require site plan*  
44 *approval to insure compliance with all city codes and applicable regulations prior to the issuance of any permits. The*  
45 *owner is concurrently seeking a Future Land Use Map amendment to High Density Residential (12-25 dwelling units*  
46 *per acre).*

47  
48 *Florida State Statutes require that the owner of a mobile home park provides notification of rezoning applications, in*  
49 *writing, to mobile home owners. Eviction Notices must contain specifically worded notification of entitlement to*  
50 *compensation from the Florida Mobile Home Relocation Trust Fund. Prior to approving a park owner's zoning*  
51 *application, local government must take precautionary steps to insure that adequate mobile home parks or other*  
52 *suitable facilities exist for the relocation of the mobile home owners. These requirements have been adequately*  
53 *fulfilled. Attached to this summary is a relocation report.*

1  
2 *This property is in close proximity to Shanti-Niketan, a Multi-Family High Density community located just*  
3 *east of David Walker Drive. Old U.S. 441 is the easterly extension of Alfred Street.*

4  
5 *The complete downtown Alfred/Caroline Street corridor is designated as Mixed Use Commercial which allows*  
6 *High Density Multi-Family Residential uses. High Density Multi-Family Residential use is compatible with the*  
7 *existing County Future Land Use designation of Urban High.*

8  
9 **Chairman Santoro stated there are comments from Lake County staff available.**

10  
11 **Chairman Santoro asked for public comment.**

12  
13 **Ted Wicks, Wicks Engineering Services**

14  
15 Mr. Wicks said he represents the applicant who is present along with Steve Vaughn who is helping to coordinate  
16 construction issues on site. Mr. Wicks said Three Palms is one of the older mobile home communities within the  
17 City and has much aging infrastructure. This is an opportunity to bring some additional senior housing to Tavares  
18 which market studies support. He said they will proceed with a Development Plan once the annexation and  
19 rezoning is complete that should be an asset to the City. He said they are working with staff to regionalize the  
20 utility services in that area which should help to serve other residents. He said they will follow the necessary state  
21 statutes regarding notices to the residents who occupy the park.

22  
23 Mr. Stomp said he had observed that most of the residents appear to be elderly. He asked if the current owner  
24 would provide assistance to the residents to migrate to another location. Mr. Wicks responded pursuant to the  
25 statute, money is paid by the owner into the Florida Mobile Home Occupants fund.

26  
27 Property owner Robert Tamburro stated the statute requires six month notice to the residents. Within 30 days of  
28 sending out the notice, the residents have the right to demand assistance with the mobile home relocation agency  
29 for assistance to move. If they move a single wide home they get up to \$3000 and \$6000 if it is a doublewide. In  
30 addition he was required to make a finding that there are adequate sites in the area to move the homes and he has  
31 spoken with the Division of Mobile Homes in Tallahassee who has helped to facilitate this process.

32  
33 Mr. Stomp asked if the residents were aware of the plan before the sign advertising the rezoning was placed. Mr.  
34 Tamburro said he had initially sent out a notice prematurely, not realizing that he first needed to finish the  
35 process. He said he then sent a letter rescinding his first letter and then he had to send another letter saying that he  
36 was rezoning the property. The sign that is there is required under the statute. There are 28 or 29 occupied homes.

37  
38 Mr. Stomp noted there had been a similar request and he had asked about irrigation pipes. He asked if that was  
39 being included in this project and if not, he would appreciate in the future some mention that irrigation was being  
40 included or not being included and why. Mr. Fitzgerald said that it is up to the Utility Director to require mention  
41 of re-use pipes but he did not think it was a requirement of the ISBA; that only potable water and sewer was  
42 required. Mr. Stomp said he had asked about including that in future development and he would like to see that  
43 become more of a formal condition. Mr. Fitzgerald said he would follow up with the Utility Director.

44  
45 **MOTION**

46  
47 **Bill Stomp moved to recommend the approval of Ordinance #2015-23, seconded by Mr. Osborne. The**  
48 **motion carried unanimously 5-0.**

49  
50 **Mr. Stomp asked if in this case the re-use water is not included in the applicant's requirements could it be**  
51 **added by the City at the City's expense to extend it to that area. He asked if it was available to be brought**  
52 **in. Mr. Fitzgerald said he would review the issue with the Utility Director and provide feedback to the**  
53 **Board.**

1  
2 **Rosemary Eastwood, resident at Three Palms Mobile Home Park**  
3

4 Ms. Eastwood said that all the residents in the park are elderly and live on social security. She said that not  
5 every trailer in the park can be moved. She discussed the amount that the residents will receive to move  
6 and said they all live on a limited income. She expressed concern about where the residents will go and she  
7 questioned the relocation plan.  
8

9 Chairman Santoro said that City Council is the final authority. He suggested to Ms. Westwood that she  
10 attend the meeting and speak about her concerns with her neighbors.  
11

12 Mr. Stomp explained the process of filling out a form to speak at the City Council meeting. He said the  
13 Board is only recommending that the property be rezoned. Mr. Fitzgerald said full discussion will be held  
14 on December 16<sup>th</sup>. Mr. Fitzgerald noted the relocation is a state program not a City program and the city  
15 does not have jurisdiction in that process. Discussion followed regarding property owners rights.  
16

17 Chairman Santoro said while the Board sympathized with Ms. Eastwood that the final authority rests with  
18 the City Council.  
19

20 **Barbara Blake, Three Palms Mobile Home Park**  
21

22 Ms. Blake asked if the owners could move now and would they have to pay the rent for six months to Mr.  
23 Tamburro and also pay the rent at another place. Chairman Santoro said the Board could not address that  
24 issue.  
25

26 **Tab #3) Ordinance #2015-24 – Small Scale Future Land Use Amendment from County Urban High to City**  
27 **High Density – Three Palms Mobile Home Park**  
28

29 Mr. Fitzgerald said this application is for the Future Land Use Change for this property just discussed. The  
30 applicant has submitted a report confirming that adequate mobile home parks or other suitable facilities exist for  
31 relocation of the residents' mobile homes. Land surrounding the property is all residential in nature. He reported  
32 as follows:  
33

34 *The subject property is located on the north side of Old U.S. HWY 441 (Alfred Street) approximately 325 feet west*  
35 *of David Walker Road. It is approximately 6.02 acres in size. The land is presently the site for Three Palms*  
36 *Mobile Home Park. It is approximately 6.02 acres in size and is presently utilized as a rental mobile home park.*  
37 *The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal*  
38 *Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous*  
39 *properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a*  
40 *condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility*  
41 *agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares*  
42 *shall not approve any development or issue a final development order in such annexed area unless central water and*  
43 *wastewater shall serve the development. The City of Tavares is also concurrently amending the Intergovernmental*  
44 *Coordination Element of our Comprehensive Plan to adopt by reference this Interlocal Agreement.*  
45

46 *Ordinance 2015-24 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive*  
47 *Plan from County Urban High to City Low Density Residential.*  
48

49 **MOTION**  
50

51 **Roy Stevenson moved to recommend the approval of Ordinance #2015-24, Small Scale Future Land Use**  
52 **Amendment, seconded by Maurice Osborne. The motion carried unanimously 5-0.**  
53

# Lake, Florida JLT Market Report - May 2015

## Findings and Observations

- The survey includes 36 land lease communities. 4 are classified as "All Ages" and 32 are classified as "55+". There are 899 "All Ages" homesites and there are 8,387 "55+" homesites.
- 33 communities implemented or announced rent increases during the last twelve months. The rent increases ranged from \$5 to \$25. A majority of the increases ranged from \$9 to \$16. The average increase was \$13.
- In the **Lake, Florida** area, the average adjusted monthly homesite rent in the "All Ages" communities is \$349, an increase of \$10 (3%) from the past year. The average adjusted monthly homesite rent in the "55+" communities is \$373, an increase of \$13 (4%) from the past year.
- In the **Lake, Florida** area, the occupancy rate in the "All Ages" communities is 80.4%, an increase of 2.4% (+17 homesites) from the past year. The occupancy rate in the "55+" communities is 89.8%, an increase of 1.2% (+92 homesites) from the past year.
- In communities where water and sewer services are included in the monthly rent, the following assumptions were used to account for the value of those services:
  - In "All Ages" communities, 5,500 gallons of water per month
  - In "55+" communities, 3,000 gallons of water per month
  - Utility costs for Clermont, FL All Ages Communities in 2015 are: Water - \$12, Sewer - \$26, Trash - \$20, Cable - \$40 and Lawn - \$18
  - Utility costs for Daytona Beach, FL All Ages Communities in 2015 are: Water - \$40, Sewer - \$49, Trash - \$20, Cable - \$40 and Lawn - \$18
  - Utility costs for Lake County, FL 55+ Communities in 2015 are: Water - \$14, Sewer - \$26, Trash - \$20, Cable - \$40 and Lawn - \$18
  - Utility costs for Lake County, FL All Ages Communities in 2015 are: Water - \$18, Sewer - \$31, Trash - \$20, Cable - \$40 and Lawn - \$18
  - Utility costs for Leesburg, FL 55+ Communities in 2015 are: Water - \$13, Sewer - \$28, Trash - \$17, Cable - \$40 and Lawn - \$18
  - Utility costs for Tavares, FL 55+ Communities in 2015 are: Water - \$21, Sewer - \$29, Trash - \$22, Cable - \$40 and Lawn - \$18

- The following services are included by some communities:
  - Lawn - 4 communities
  - Sewer, Trash - 4 communities
  - Trash - 2 communities
  - Trash, Lawn - 1 community
  - Water - 1 community
  - Water, Cable, Lawn - 1 community
  - Water, Sewer - 3 communities
  - Water, Sewer, Trash - 9 communities
  - Water, Sewer, Trash, Lawn - 5 communities
  - No Services - 6 communities
  
- 20 of 36 (56%) communities reported occupancy rates of 95% or higher.
- **Spanish Village** can build an additional 633 homesites.
- **Hibiscus MHC** includes lawn moving service in rent starting November 2014.
- **PMA** was added to the Lake County report in 2015.
- **Mid Florida Lakes** unbundled water and sewer from rent in lieu of a rent increase.
- **Grand Island Resort** unbundled water and sewer from rent in lieu of a rent increase.

# Lake, Florida JLT Market Report - May 2015

## Summary

Type	# of Communities	# of Homesites	Occupied*	% Occupied	Average # of Homesites	Average Homesite Rent**
------	---------------------	-------------------	-----------	---------------	------------------------------	-------------------------------

### Entire Report

55+	32	8,387	7,531	90%	262	\$373
All Ages	4	899	723	80%	225	\$349
<b>Total</b>	<u>36</u>	<u>9,286</u>	<u>8,254</u>	<u>89%</u>	<u>258</u>	<u>\$370</u>

*1021 Sites available*

\*Rent Paying Resident Occupied Homesites

\*\*Adjusted For Services Included in Rent



Superintendent:  
Susan Moxley, Ed.D.

School Board Members:  
District 1  
Bill Mathias  
District 2  
Rosanne Brandenburg  
District 3  
Marc Dodd  
District 4  
Debbie Stivender  
District 5  
Stephanie Luke

***Leading our Students to Success***

201 West Burleigh Boulevard · Tavares · FL 32778-2496  
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November 13, 2015

Mr. Jacques Skutt, A.I.C.P., Director  
Community Development Department  
City of Tavares  
Post Office Box 1068  
Tavares, Florida 32778

RE: Three Palms Mobile Home Park Rezoning (Ordinance 2015-23)

Dear Mr. Skutt:

The City is currently reviewing a future land use map change of approximately six acres from Lake County Urban High (12 dwelling units/1 acre) to City of Tavares High Density Residential (25 dwelling units/1 acre), and a rezoning from Lake County Mobile Home Rental Park District (RMRP) to City of Tavares Residential Multi-Family (RMF-3). As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report.

The School Board of Lake County Florida recognizes that the rezoning will not have an adverse impact on the District's level of service as defined in Section 5.2 of the school concurrency interlocal agreement. The following School Board comments reflect projected enrollment data from the District's Five-Year Plan, FY 2016-2020, and student generation rates from the Impact Fee Study.

The proposed rezoning has the potential to add 150 new residential dwelling units that will contribute 42 new students to the Lake County School system. Based on current school attendance zones, schools that will not be adversely affected by the proposed rezoning and their projected five-year capacity status are as follows:

- **Tavares Elementary School** 3% Under Capacity
- **Tavares Middle School** 24% Under Capacity
- **Tavares High School** 15% Under Capacity

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed rezoning on the public schools which currently serve the area under consideration. Should you have any questions or need additional information please contact me at (352) 253-6694.

Sincerely,

Dawn McDonald, Senior Planner  
Growth Planning Department

Enclosure

LAKE COUNTY PUBLIC SCHOOLS RESIDENTIAL GROWTH IMPACT REPORT

**REVIEWING AUTHORITY** City of Tavares Community Development Department  
**NAME / CASE NUMBER** Three Palms Mobile Home Park / Ordinance 2015-23  
**DEVELOPER/OWNER** Robert J. Tamburro, Trustee  
**ITEM DESCRIPTION** The applicant proposes a future land use map change of approximately six acres from Lake County Urban High (12 dwelling units/1 acre) to City of Tavares High Density Residential (25 dwelling units/1 acre), and a rezoning from Lake County Mobile Home Rental Park District (RMRP) to City of Tavares Residential Multi-Family (RMF-3).  
**LOCATION** Section 27, Township 19S, Range 26E  
 Located north of Old U.S. Highway 441, south of Virnita Drive, east of Anderson Drive, and west of David Walker Drive  
**CURRENT LAND USE** Lake County Urban High (12 dwelling units/1 acre)  
**PROPOSED LAND USE** City of Tavares High Density Residential (25 dwelling units/1 acre)  
**CURRENT ZONING** Lake County Mobile Home Rental Park District (RMRP)  
**PROPOSED ZONING** City of Tavares Residential Multi-Family (RMF-3)

**NEW DU IMPACT**  
**STUDENT GENERATION**  
 Elementary School  
 Middle School  
 High School

SF-DU	MF-DU	Mobile	MF Impacts	DUs
			150	
0.328	0.283	0.206	42	
0.152	0.143	0.097	21	
0.074	0.063	0.047	9	
0.102	0.077	0.062	12	

**SCHOOL NAME**  
 Tavares Elementary  
 Tavares Middle  
 Tavares High

Projected Enrollment 2020-2021*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
925	976	95%	946	97%	No
1,068	1,427	75%	1,077	76%	No
1,238	1,467	84%	1,250	85%	No

\*Lake County School District Five-Year Plan, Fiscal Year 2016-2020

**CSA 6**  
 Elementary School  
 Middle School  
 High School

Student Enrollment 2020-2021*	Permanent Student Capacity*	% of Permanent Capacity
925	976	95%
0	0	0%
1,238	1,467	84%

\*Lake County School District Five-Year Plan, Fiscal Year 2016-2020

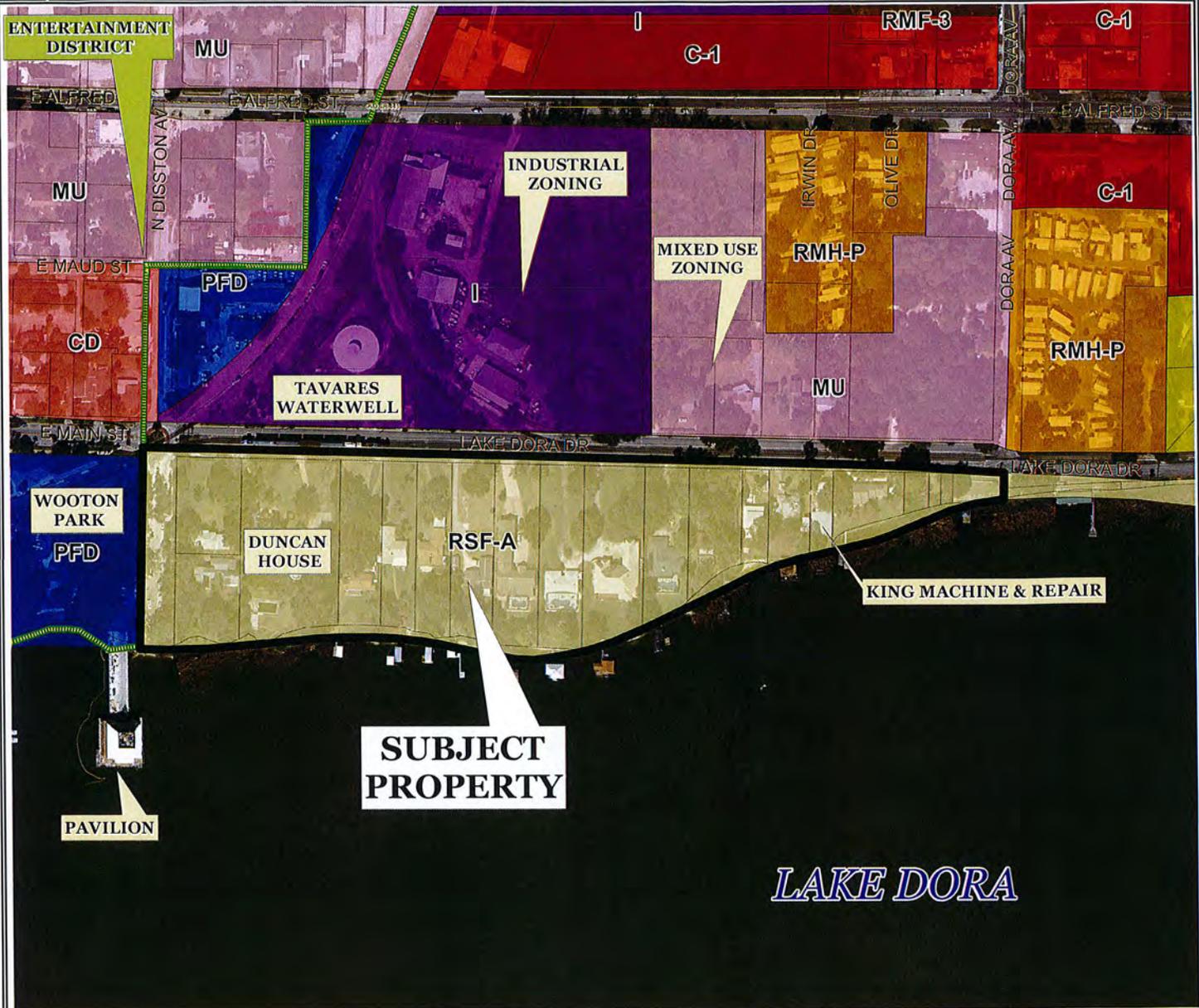
**COMMENTS:** The School Board of Lake County Florida recognizes that the rezoning will not have an adverse impact on the District's level of service as defined in Section 5.2 of the school concurrency interlocal agreement.  
*School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.*

Prepared By: Dawn McDonald, Senior Planner, Lake County School District

Date: 11/13/2015



# CITY OF TAVARES - ZONING MAP



## MAP LEGEND

**12.95 ACRES**

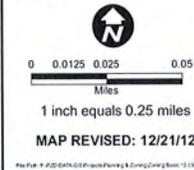
### ZONING DESIGNATIONS

	C-1		MU		RMF-3		RSF-2
	C-2		PD		RMH-P		RSF-A
	CD		PFD		RMH-S		WPA
	I		RMF-2		RSF-1		PENDING

## ZONING DESIGNATIONS

RSF-A	Residential Single Family	3 du/ac
RSF-1	Residential Single Family	5.6 du/ac
RSF-2	Residential Single Family	12 du/ac
RMF-2	Residential Multi-Family	12-25 du/ac
RMF-3	Residential Multi-Family	12-25 du/ac
RMH-S	Residential Manufactured Home Subdivision	8.7 du/ac
RMH-P	Residential Manufactured Home Park	8.7 du/ac
PD	Planned Development District	
MU	Mixed Use District	12 du/ac
C-1	General Commercial	
C-2	Highway Commercial	12-25 du/ac
CD	Commercial Downtown District	12-25 du/ac
I	Industrial District	
PFD	Public Facilities District	

## MAP SCALE



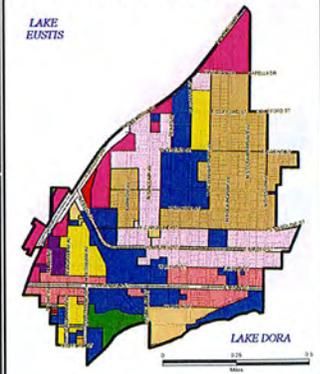
## WETLANDS DESCRIPTION

The designation of Conservation & Wetlands on this Future Land Use Map will be for planning purposes only.

The exact location of the conservation lands will be determined in the field, using the criteria identified in the Future Land Use Element of this Comprehensive Plan.

If through field verification land originally identified by the Future Land Use Map as Conservation is determined to be upland, then that land will assume the Future Land Use Category of the adjacent property.

## COMMUNITY REDEVELOPMENT AREA



Three Palms Ln

proposal revision

I know that this property will give 147 families very happy, but the reality is that you are leaving 28 families homeless. There has been 4 hospitalizations in the last 30 days over the stress that this situation has caused. There is 1 blind person, living in the park, there is 1 seeing a psych, 3 heart attacks and 3 people who have cancer. This is what is happening in the park.

However, there is a solution to this problem, if Mr. Tamburro consents to this proposal. I know for a fact that Mr. Tamburro has purchased 30+ Mobile Homes from the Villages, and has moved them to various parks that he owns. I know also that Mr. Tamburro paid \$1,000 a piece for them.

What I propose is that instead of paying the state \$1375 for the mobile homes that cannot be moved or the \$3000. for the ones that can be moved, if he would just do a swap of one of his empty mobile homes in one of his other parks. We would then just hand him the title to our present home. It must be of equal sq. footage and upkeep as of our own at this present time, the mobile home would be at our discretion. In other words a comparable. It must be at our choosing of one of his other parks and that the lot rent is the same as the other home owners of that particular park are presently paying. These mobile homes must come with a clean and clear title, free of all liens and encumbrances and tag registrations must be up to date.

In the event of any change in our status, whether it be family moving farther away, or in the event of any change in our health or even our death, the home owner, or his or her heirs, will be allowed to sell them at the then, present market value. We would be allowed to sell it or choose any Real Estate Company to represent us to sell it in our behalf.

There is only a couple of us that are interested in this proposal, I for one am one of them. I have no choice since all my money is tied up in my home.

Rosemary Estuardo  
31201 Three Palms Ln  
Tavares, FL 32778.

Hello my name is Erin Wells I live at 2650 Holiday Trail in Kissimmee, Florida. I am here to testify on behalf of my grandma, Rosemary Eastwood who lives at Three Palms Mobile Home Park in Tavares. I have first hand experienced the traumatic affects of this whole situation. ~~About~~ On November 5<sup>th</sup> 2015 me and my mother stopped by my grandmas for dinner and to check on her because she had been very upset. Since she received her six month notice of eviction due to a change in the use of land on October 17<sup>th</sup> 2015. Dinner started usual until we asked where she was going to move. That then upset her because she has no financial resources to move at that notice. She then became very short of breath and could barely speak. we layed her on the couch and she was barely breathing. We quickly called the ambulance where they rushed her to the hospital due to her history of heart problems. They then kept her overnight to do more test. The following day the nurse informed us that they had to stop her stress test due to a issue with her heart beat due to her stress. I am very worried about my grandma because she is still very upset. I do

believe that if this problem isn't fixed something  
bad will happen to my grandma and I don't want  
that to happen. Not only am I worried about  
her but all the other amazing people in her park  
that don't deserve their homes to be taken  
from them. I don't think Mr. Tamboro realizes  
the ~~impact~~ Negative impact her is having on these  
poor people. It is both unfair and cruel because  
these people have nowhere to go or the resources  
to move. I hope that this problem will be solved  
because I fear for these people if they have to move.

Erin  
Wilk

12/2/2015

My name is JoAnne Simmons and I live at 31205 Tree Palms Ln, Texas.

We have lived there for 16 years. I have kept my home neat and the property clear. I took pride in my home. I have talked to Mr. Tamburello on the phone, after getting the eviction notice and he offered me a place in Ocala to move my mobile home, however, it is just too far from our doctors and I will lose  $\frac{1}{2}$  the sq footage of my mobile home. I am sure there is other alternatives to this situation. Like some others in the park we have no financial alternative to relocate.

JoAnne Simmons

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DECEMBER 16, 2015**

**AGENDA TAB NO. 9**

**SECOND READING**

**SUBJECT TITLE: Ordinance 2015-24  
Small Scale FLUM Amendment - Old 441- Three Palms Mobile Home Park**

---

**OBJECTIVE:**

To consider a Future Land Use Map amendment from County Urban High to City High Density Residential for 6.02 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 on the north side of Old U.S. HWY 441 (Alfred Street) approximately 325 feet west of David Walker Road. It is approximately 6.02 acres in size. The land is presently the site for Three Palms Mobile Home Park. It is approximately 6.02 acres in size and is presently utilized as a rental mobile home park. 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. The City of Tavares is also concurrently amending the Intergovernmental Coordination Element of our Comprehensive Plan to adopt by reference this Interlocal Agreement.

Ordinance 2015-24 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan from County Urban High to City Low Density Residential.

The subject property (Parcel Alternate Key Number 1759242) is adjacent to another mobile home park and is within close proximity (200') to an existing high density, residential multi-family development. An application to annex and rezone this property to a residential designation is concurrently under consideration.

**Future Land Use Amendment**

The city is required to place a future land use designation on annexed property. The subject property is currently designated County Urban High (4-12 DU/Acre). A City High Density Residential designation (12-25 DU/Acre) is most compatible with surrounding property and the existing County Future Land Use, especially considering that existing private sanitary systems will be required to be abandoned under the ISBA agreement.

**Relocation of Mobile Home Owners**

In accordance with Florida State Statute 723.083, the applicant has submitted a report confirming that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners.

#### Compatibility

Lands surrounding this property are all residential in nature.

#### Site Conditions

The property is currently being used as a Mobile Home Rental Park. There have been no environmental concerns identified. The applicant is proposing to redevelop the site as a senior adult apartment complex. This redevelopment project will be required to connect to city water and wastewater utilities. All applicable environmental assessments and permitting must be in place before the construction is approved.

#### Impact on City Services

The subject property is located in the City's Utility Service Boundary Area. As a condition for annexation and prior to the issuance of any development permits, municipal water and sewer services must be extended to the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

#### FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A High Density Residential Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

#### **OPTIONS:**

1. That City Council moves to approve Ordinance 2015-24.
2. That City Council moves to deny the proposed Future Land Use Map Amendment.

#### **PLANNING & ZONING BOARD RECOMMENDATION :**

At its November 19<sup>th</sup> meeting, the Planning and Zoning Board voted unanimously to recommend approval of Ordinance 2015-24.

#### **STAFF RECOMMENDATION:**

Staff recommends that City Council moves to approve Ordinance 2015-24.

#### **FISCAL IMPACT:** N/A

#### **LEGAL SUFFICIENCY:**

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

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**ORDINANCE 2015-24**

**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 6.02 ACRES OF PROPERTY FROM COUNTY URBAN HIGH TO CITY HIGH DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTY KNOWN AS THREE PALMS MOBILE HOME PARK, GENERALLY LOCATED ON THE NORTH SIDE OF OLD U.S. HIGHWAY 441, APPROXIMATELY 325 FEET WEST OF THE INTERSECTION WITH DAVID WALKER DRIVE; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the property described in **Exhibit "A"** has voluntarily petitioned to annex into the City of Tavares, and

**WHEREAS**, this property is 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**, the owner of property legally described in **Exhibit "A"** and as further detailed in the Location Map attached hereto, is requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2020 to change the designation of said property from Lake County Urban High to City of Tavares High Density Residential; and

**WHEREAS**, the City of Tavares has advertised as required by law for two public hearings prior to adoption of this ordinance; and

**WHEREAS**, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and

**WHEREAS**, a High Density Residential Future Land Use designation is compatible with surrounding future land use designations; and

1           **WHEREAS**, the City of Tavares Planning and Zoning Board, Local Planning Agency,  
2 and City Council held duly noticed public hearings providing opportunity for individuals to hear  
3 and to comment on issues regarding the adoption of the proposed map amendment; and  
4

5           **WHEREAS**, the City Council has reviewed and considered all relevant evidence and  
6 information and testimony presented by witnesses, the public, and City staff; and  
7

8           **WHEREAS**, the City Council finds this amendment in compliance with Chapter 163,  
9 Florida Statutes, and the City of Tavares Comprehensive Plan; and  
10

11           **WHEREAS**, adoption of this amendment is in the best interest of the health, safety, and  
12 general welfare of the citizens of Tavares;  
13

14           **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Tavares,  
15 Florida as follows:  
16

17           **Section 1.     Future Land Use Amendment**

18           The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares,  
19 Florida, is hereby amended to reflect a designation of Low Density on certain real properties as  
20 legally described in **Exhibit "A"** and as shown on the Location Map attached hereto. All  
21 provisions of the Comprehensive Plan shall hereby apply to said property.  
22

23           **Section 2.     Severability and Conflicts**

24           The provisions of this ordinance are severable and it is the intention of the City Council of  
25 Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of  
26 competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the  
27 decision of such court shall not impair any remaining provisions of this ordinance.  
28

29           **Section 3.     Transmittal**

30           The City Administrator is hereby authorized and directed to transmit the adopted  
31 Comprehensive Plan amendments to the Florida Department of Economic Opportunity, the East  
32 Central Florida Regional Planning Council, the St. Johns River Water Management District, the  
33 Department of Environmental Protection, the Florida Department of Transportation, and any  
34 other governmental agency in the state of Florida that has filed a written request with the City  
35 Council for a copy of the Comprehensive Plan within 10 working days of the adoption of this

1 Ordinance as specified in the State Land Planning Agency's procedural rules.

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**Section 4. Effective Date**

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the City Council of the City of Tavares, Florida.

\_\_\_\_\_  
Robert Wolfe, Mayor  
Tavares City Council

First Reading and Transmittal: \_\_\_\_\_

Second Reading & Final Adoption: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nancy A. Barnett, City Clerk

Approved as to form:

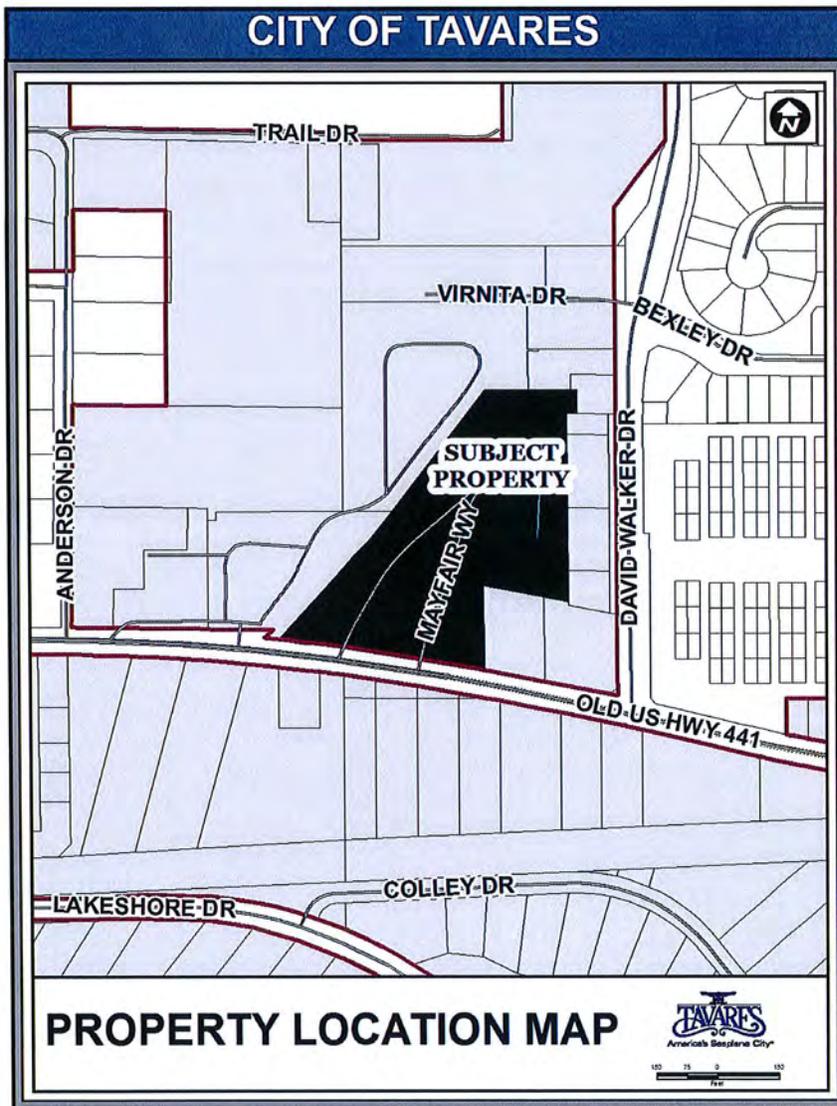
\_\_\_\_\_  
Robert Q. Williams, City Attorney

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### EXHIBIT A

From the West 1/4 corner of Section 27, Township 19 South, Range 26 East, run South 89 degrees 33' East 672.67 feet, South 00 degrees 08' East 1117.94 feet, North 84 degrees 33' West 16.5 feet, North 79 degrees 02' West 101.3 feet to the POINT OF BEGINNING, run North 510.5 feet, West 209 feet, South 37 degrees West 458.34 feet, South 45 degrees 24' West 331.5 feet to Highway, Southeasterly along highway 496.8 feet, North 200 feet, Southeasterly to POINT OF BEGINNING, Lake County, Florida.

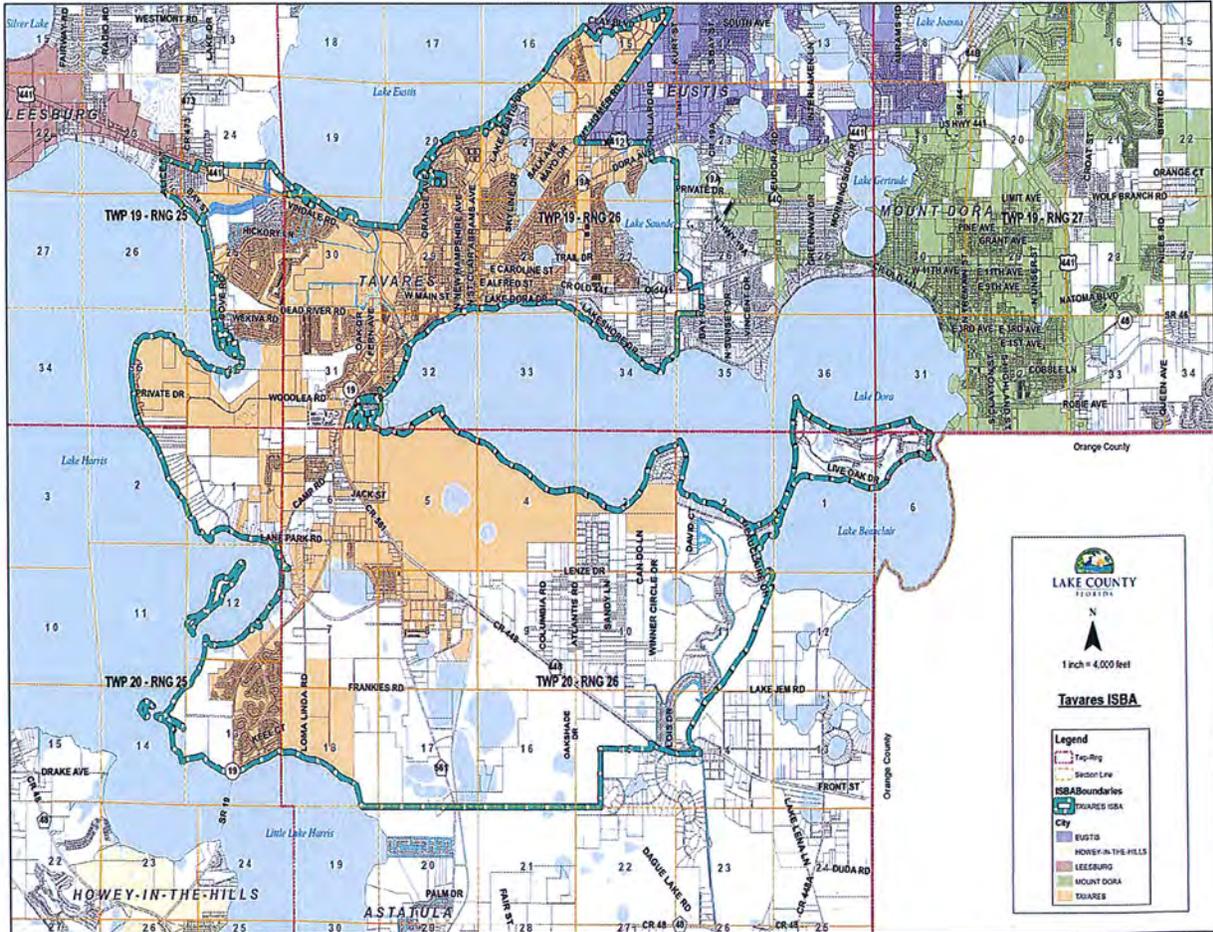
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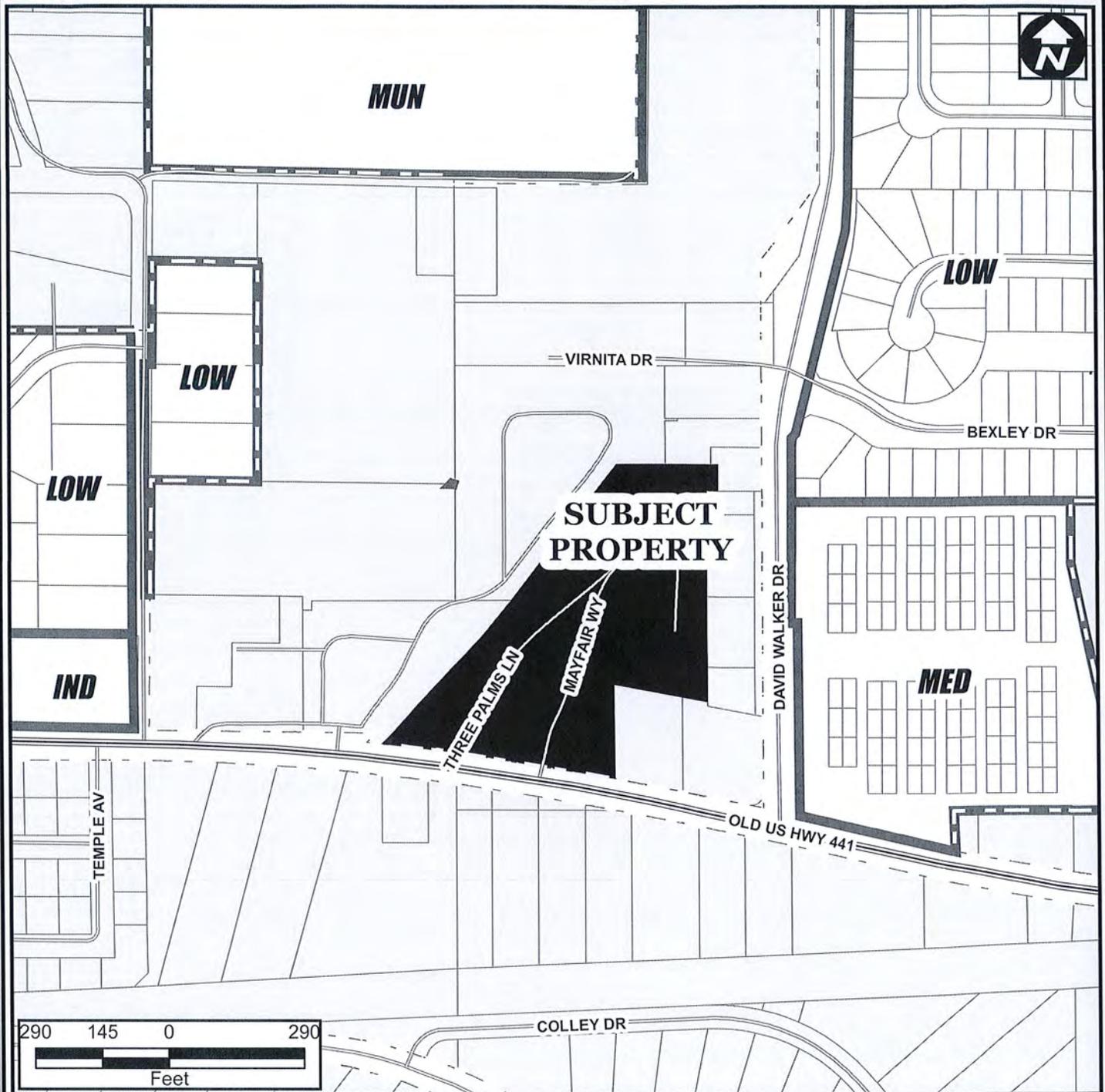
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# EXHIBIT B INTERLOCAL SERVICE BOUNDARY AREA

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# CITY OF TAVARES ORDINANCE # 2015-24



SUB	Suburban	3.0 DU/Acre
SUB EX	Suburban Expansion	4.0 DU/Acre
LOW	Low Density	5.6 DU/Acre
MOD	Moderate Density	10 DU/Acre
MED	Medium Density	12 DU/Acre
HD	High Density	12-25 DU/Acre
MH	Mobile Home	8.7 DU/Acre
MUN	Mixed Use Neighborhood	12 DU/Acre
MUC	Mixed Use Commercial	25 DU/Acre
COM	Commercial	
CD	Commercial Downtown	25 DU/Acre
IND	Industrial	
PUB	Public Facility/Institutional	
CONS	Westlands & Conservation	



## FUTURE LAND USE MAP ORDINANCE # 2015-24

**Three Palms  
Mobile Home Park**

Current FLU:  
County Urban High  
Proposed FLU: HD  
  
06.02 ± Acres

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

LAKE SENTINEL



Feral hogs enjoyed a swath of green along a lake by the author's home near Groveland.

BOAS

Continued from Page E1

intelligent and fast-reproducing critters cause havoc in just about every possible habitat. Beginning when she is just 6 months old, a female can produce two to three litters a year, each with up to five piglets. That's a lot of little piggies mucking up the ground in coastal, inland, wooded, wetland, agricultural and suburban habitats.

When I wonder why, after 23 years of living on our homestead, we've only now begun to see wild pigs, I needn't look further than a publication posted on the University of Florida IFAS Extension website titled "Wild Hogs in Florida: Ecology and Management." Author William M. Giuliano states, "[H]ogs prefer large, forested areas with abundant food, particularly acorns, interspersed with marshes, hammocks, ponds and drainages. Good hog habitats have plenty of cover in the form of dense brush and limited human disturbance to woods, fields and wetland."

Our property didn't fit that description 23 or even 10 years ago, but it sure does now. Now that the cloven-hoofed critter has snorted, rooted and wallowed its way onto our private domain, a perpetually disturbed landscape might be in our future. Once wild hogs find suitable habitat, they tend to stay. Why leave, after all, when you've found a place that has everything you need?

Thirteen years ago, I was thrilled when I spotted a wild pig running along the road. Fast forward a decade or so, and despite the destruction they've caused, I'd still be excited if I saw one or more feral hogs today. I may not be happy with what they do, but I can't help but be awed by the very presence of so many wild animals managing not just to survive but thrive in this sadly wildlife-unfriendly human-centric world.

Maybe it's pigheaded of me to say, but I don't really mind if wild hogs are here to stay.

Sherry Boas can be reached at simplyliving@beautifullhamboc.com. Her columns can be found online at OrlandoSentinel.com/lake.

MOVIES NOV. 13-19

Clermont

EPIC Theatre  
Clermont Landing  
2405 S. U.S. Highway 27  
352-242-6684

**THE 33 (PG-13):** Friday through Tuesday at 11:05 a.m., 12:30, 1:55, 3:30, 4:45, 6:20, 7:35, 9:10, 10:25 p.m.

**BRIDGE OF SPIES (PG-13):** Friday through Tuesday at 11 a.m., 2, 5, 7, 10 p.m.

**BURNT (R):** Friday and Saturday at 2:15, 7:10 p.m.; Sunday at 11:30 a.m., 4:30 p.m.; Monday and Tuesday at 2:15, 7:10 p.m.

**GOOSEBUMPS (PG):** Friday through Tuesday at 11 a.m., 2:15, 4:40, 7:05, 9:30 p.m.

**HOTEL TRANSYLVANIA 2 (PG):** Friday through Tuesday at 12:30, 2:40, 4:50 p.m.

**THE HUNGER GAMES: MOCKINGJAY — PART 1 / THE HUNGER GAMES: MOCKINGJAY — PART 2 (Not Rated):** Wednesday at 4:30 p.m.

**THE HUNGER GAMES: MOCKINGJAY, PART 2 (PG-13):** Thursday at 7, 7:30, 8, 8:30, 9, 9:30, 10, 10:30 p.m.

**THE INTERN (PG-13):** Friday through Tuesday at 11:05 a.m., 1:45, 4:25, 7:05, 9:45 p.m.

**THE LAST WITCH HUNTER (PG-13):** Friday and Saturday at 11:30 a.m., 4:35, 9:30 p.m.; Sunday at 9:30 p.m.; Monday and Tuesday at 11:30 a.m., 4:35, 9:30 p.m.

**LOVE THE COOPERS (PG-13):** Friday through Tuesday at noon, 1:15, 2:30, 3:45, 5, 6:15, 7:30, 8:45, 10 p.m.

**THE MARTIAN (PG-13):** Friday through Tuesday at 12:25, 4:25, 7:25, 10:25 p.m.

**THE MARTIAN 3D (PG-13):** Friday through Tuesday at 11:15 a.m.

**MY ALL AMERICAN (PG):** Friday through Tuesday at 11:40 a.m., 2:25, 5:05, 7:45, 10:25 p.m.

**THE NIGHT BEFORE (R):** Thursday at 7, 9:45 p.m.

**OUR BRAND IS CRISIS (R):** Friday through Tuesday at 8, 10:30 p.m.

**THE PEANUTS MOVIE (G):** Friday through Tuesday at 11 a.m., 12:15, 1:20, 2:30, 4:45, 5:50, 7:15 p.m.

**THE PEANUTS MOVIE 3D (G):** Friday through Tuesday at 3:35, 8:05, 10:20 p.m.

**SECRET IN THEIR EYES (PG-13):** Thursday at 8, 10:30 p.m.

**SPECTRE (PG-13):** Friday through Tuesday at 11:45 a.m., 12:40, 2:30, 3:30, 4, 5:20, 6:30, 7:15, 8:30, 9:40, 10:25 p.m.

**THE WIZARD OF OZ (G):** Sunday and Wednesday at 2, 7 p.m.

**Lady Lake**  
Rialto Theatre  
The Villages Town Square  
105 Alonzo Ave. (off U.S. Highway 44)-27  
352-259-1111

**THE 33 (PG-13):** Friday and Saturday at 10:30 a.m., 1:15, 4:10, 7:05, 9:50 p.m.; Sunday through Thursday at 10:30 a.m., 1:15, 4:10, 7:05 p.m.

**BURNT (R):** Friday and Saturday at 11:40 a.m., 2, 4:20, 6:45, 10:20 p.m.; Sunday through Thursday at 11:40 a.m., 2, 4:20, 6:45 p.m.

**THE INTERN (PG-13):** Friday and Saturday at 10:50 a.m., 1:35, 4:15, 7, 9:40 p.m.; Sunday through Thursday at 10:50 a.m., 1:35, 4:15, 7 p.m.

**MISS YOU ALREADY (PG-13):** 11 a.m., 4:35 p.m. daily.

**SEX, DEATH AND BOWLING (R):** Friday and Saturday at 11:10 a.m., 12:15, 2:30, 4:40, 6:50, 9:30 p.m.; Sunday through Thursday at 10 a.m., 12:15, 2:30, 4:40, 6:50 p.m.

**SICARIO (R):** Friday and Saturday at 1:50, 7:05, 9:45 p.m.; Sunday through Thursday at 1:50, 7:05 p.m.

**SUFFRAGETTE (PG-13):** Friday and Saturday at 10:50, 1:20, 4:15, 6:40, 9:15; Sunday through Thursday at 10:50, 1:20, 4:15, 6:40

**WOODLAWN (PG):** Friday and Saturday at 10:40 a.m., 1:30, 4:25, 7:10, 9:55 p.m.; Sunday through Thursday at 10:40 a.m., 1:30, 4:25, 7:10 p.m.

**The Villages**  
Old Mill Playhouse  
Lake Sumter Landing Market Square  
1000 Old Mill Run (south of County Road 466 in Sumter County)  
352-259-1111

**BRIDGE OF SPIES (PG-13):** Friday and Saturday at 10 a.m., 1, 4, 6:45, 9:15 p.m.; Sunday through Thursday at 10 a.m., 1, 4, 6:45 p.m.

**THE HUNGER GAMES: MOCKINGJAY — PART 1 / THE HUNGER GAMES: MOCKINGJAY — PART 2 (Not Rated):** Wednesday at 4:30 p.m.

**THE HUNGER GAMES: MOCKINGJAY, PART 2 (PG-13):** Thursday at 7 p.m.

**THE MARTIAN (PG-13):** Friday and Saturday at 10:05 a.m., 1:00, 4:05, 6:45, 9:30 p.m.; Sunday through Thursday at 10:05 a.m., 1:00, 4:05, 6:45 p.m.

**MY ALL AMERICAN (PG):** Friday and Saturday at 10:30 a.m., 1:20, 4:10, 7:40 p.m.; Sunday through Thursday at 10:30 a.m., 1:20, 4:10, 7 p.m.

**OUR BRAND IS CRISIS (R):** Friday and Saturday at 10:15 a.m., 1:15, 4:15, 7:15, 9:50 p.m.; Sunday through Thursday at 10:15 a.m., 1:15, 4:15, 7:15 p.m.

**THE PEANUTS MOVIE (G):** 1:30, 7 p.m. daily.

**THE PEANUTS MOVIE 3D (G):** Friday and Saturday at 10:45 a.m., 4:30, 9:45 p.m.; Sunday through Thursday at 10:45 a.m., 4:30 p.m.

**STEVE JOBS (R):** Friday and Saturday at 10:20 a.m., 1:05, 4:05, 6:50, 9:35 p.m.; Sunday through Thursday at 10:20 a.m., 1:05, 4:05, 6:50 p.m.

**A WALK IN THE WOODS (R):** Friday and Saturday at 10:40 a.m., 1:40, 4:40, 7:10, 9:35 p.m.; Sunday through Thursday at 10:40 a.m., 1:40, 4:40, 7:10 p.m.

**WAR ROOM (PG):** Friday and Saturday at 10:30 a.m., 1:20, 4:10, 6:50, 9:45 p.m.; Sunday through Tuesday at 10:30 a.m., 1:20, 4:10, 6:50 p.m.; Wednesday at 10:30 a.m., 1:20 p.m.; Thursday at 10:30 a.m., 1:20, 4:10 p.m.

**The Villages**  
Barnstorm Theater  
Brownwood Padlock Square  
2720 Brownwood Blvd. (off State Road 44 in Sumter County)  
352-259-1111

**BRIDGE OF SPIES (PG-13):** 10:15 a.m., 1:15, 4:15, 7:15, 10:15 p.m. daily.

**GOOSEBUMPS (PG):** Friday through Wednesday at 10:40, 7:10 p.m.; Thursday at 10:40 p.m.

**GOOSEBUMPS 3D (PG):** 10:50 a.m., 4:20, 10:20 p.m.

**THE HUNGER GAMES: MOCKINGJAY, PART 2 (PG-13):** Thursday at 7 p.m.

**THE INTERN (PG-13):** 10:20 a.m., 1:25, 4:20, 7:15 p.m. daily.

**THE LAST WITCH HUNTER (PG-13):** Friday through Wednesday at 10:35 a.m., 1:15, 4, 10:30 p.m.

**LOVE THE COOPERS (PG-13):** 1:30, 7:30 p.m. daily.

**THE MARTIAN (PG-13):** 10:25 a.m., 4:30, 10:30 p.m. daily.

**THE NIGHT BEFORE (R):** Thursday at 7 p.m.

THE ARTS IN LAKE

Miniature Charles Dickens' Village collection on display

By DEBBIE MANIS  
Staff Writer

Visitors can view the old-time shops, cottages and other structures of the miniature Charles Dickens' Village collection, inspired by the novelist's character-rich stories, at the Appleton Museum of Art/College of Central Florida in Ocala, 4333 E. Silver Springs Blvd.

The exhibit features a portion of the Urban Family's vast collection, including several themed trees filled with holiday ornaments and decorations. This year, the museum invited community members and businesses to decorate a tree, which is on display along with the Urban Family Holiday Collection.

The holiday exhibit runs through Jan. 3. Celebrate the holidays during Holiday Family Day from 10 a.m. to 4 p.m. Dec. 5 at the museum. The public is invited to view the exhibit, special exhibitions and the permanent collection, as well as participate in carriage rides and art-making activities in the ARTSpace free of charge.

Light refreshments will be served. For more information, hours and admission, visit appletonmuseum.org or call 352-391-4455.

**Opera @ the Library**  
Opera @ the Library program will present Jules Massenet's most famous 1884 opera, "Manon," at 4:45 p.m. Nov. 23 in Room 108B at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont. The story revolves around Manon, a convent-bound teenager who makes bad decisions. She chooses physical love over the spiritual, then money over love, and consequently destroys her friends, her true love and herself. Light refreshments will be served. The opera, which has English translation, is free. Details: 352-536-2275 or bicky@JLU.org.

The play will have 16 performances through Dec. 13. Additional shows may be scheduled for Dec. 13-20. Tickets, from \$10 to \$20, are available at the box office between 1 and 5 p.m. Tuesdays through Fridays, icohusetheatre.com or 352-383-4666.

ERHS theater season

East Ridge High School theater department's next production will be "A Holiday Remember" starring the theater's Rhythms of the Knight singers at 7 p.m. Dec. 4 at the school, 1322 Escalibur Road, Clermont. Tickets are \$10 for adults and \$5 for students. For groups of 10 or more that would like to pick up and pay for the tickets at the box office, email Jason Misner at misner@lake32.fl.us with ordering information.

Auditions

Auditions for Ocala Civic Theatre production of Paula Vogel's Pulitzer-winning "How I Learned to Drive" will be at 7 p.m. Dec. 7 and 8 at the theater, 4337 E. Silver Springs Blvd. (East State Road 40) in the Appleton Cultural Center.

Driving lessons serve as a metaphor for the inappropriate relationship that develops between a young girl and her uncle-by-marriage. The drama is set in Maryland in the 1960s.

Five roles are available for the play, which is part of the theater's Ovation series. Needed are one female in her 20s to 40s and one male in his 40s to 50s. The three supporting characters play multiple roles and sing briefly, so versatile character actors are needed as they play both male and female roles of all ages.

'Guys and Dolls'

The 1950 classic "Guys and Dolls" opens Friday at the Somerset Theatre at the Ice House, 100 N. Unser St., Mount Dora. The Tony Award-winning musical comedy surrounds the campaign of nightclub singer Miss Adelaide, who wants to persuade craps-game organizer Detroit to be the knight. The play is composed of the arrival of high-roller Sky Masterson and Sarah Brown, sergeant of the Save-A-Soul Mission.

Auditions will consist of readings from the script. The director requests that anyone who plans to audition should read the entire script first. The play contains strong adult themes and language. Copies of the script may be checked out in advance with a refundable \$10 deposit.

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 2015-23 and Ordinance 2015-24 titled as follows:

- ORDINANCE 2015-23**  
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 6.02 ACRES OF NON-CONTIGUOUS PROPERTY, KNOWN AS THREE PALMS MOBILE HOME PARK, GENERALLY LOCATED ON THE NORTH SIDE OF OLD U.S. HIGHWAY 441, APPROXIMATELY 325 FEET WEST OF THE INTERSECTION WITH DAVID WALKER DRIVE; REZONING THE PROPERTY FROM COUNTY RMP (MOBILE HOME RENTAL PARK) TO CITY RMF-3 (RESIDENTIAL MULTI-FAMILY); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL, PROVIDING FOR AN EFFECTIVE DATE.
- ORDINANCE 2015-24**  
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 6.02 ACRES OF PROPERTY FROM COUNTY URBAN HIGH TO CITY HIGH DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTY KNOWN AS THREE PALMS MOBILE HOME PARK, GENERALLY LOCATED ON THE NORTH SIDE OF OLD U.S. HIGHWAY 441, APPROXIMATELY 325 FEET WEST OF THE INTERSECTION WITH DAVID WALKER DRIVE; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2015-23 and Ordinance 2015-24 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on November 19, 2015, at 3 p.m.; and
2. Tavares City Council meeting on December 2, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on December 16, 2015, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2015-23 and Ordinance 2015-24 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. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone, (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-8433.

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



Orlando Sentinel

Publication Date: 11/16/2015

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Client Name: / PO# Mike Fitzgerald  
Advertiser: City of Tavares  
Section/Page/Zone: Lake Zone/E004/LAK  
Description: ff/Ord 2015-23 & 2015-24  
Ad Number: 3729097-1  
Insertion Number: 3 x 10.5  
Color Type: B&W

1  
2 **Rosemary Eastwood, resident at Three Palms Mobile Home Park**  
3

4 Ms. Eastwood said that all the residents in the park are elderly and live on social security. She said that not  
5 every trailer in the park can be moved. She discussed the amount that the residents will receive to move  
6 and said they all live on a limited income. She expressed concern about where the residents will go and she  
7 questioned the relocation plan.  
8

9 Chairman Santoro said that City Council is the final authority. He suggested to Ms. Westwood that she  
10 attend the meeting and speak about her concerns with her neighbors.  
11

12 Mr. Stomp explained the process of filling out a form to speak at the City Council meeting. He said the  
13 Board is only recommending that the property be rezoned. Mr. Fitzgerald said full discussion will be held  
14 on December 16<sup>th</sup>. Mr. Fitzgerald noted the relocation is a state program not a City program and the city  
15 does not have jurisdiction in that process. Discussion followed regarding property owners rights.  
16

17 Chairman Santoro said while the Board sympathized with Ms. Eastwood that the final authority rests with  
18 the City Council.  
19

20 **Barbara Blake, Three Palms Mobile Home Park**  
21

22 Ms. Blake asked if the owners could move now and would they have to pay the rent for six months to Mr.  
23 Tamburro and also pay the rent at another place. Chairman Santoro said the Board could not address that  
24 issue.  
25

26 **Tab #3) Ordinance #2015-24 – Small Scale Future Land Use Amendment from County Urban High to City**  
27 **High Density – Three Palms Mobile Home Park**  
28

29 Mr. Fitzgerald said this application is for the Future Land Use Change for this property just discussed. The  
30 applicant has submitted a report confirming that adequate mobile home parks or other suitable facilities exist for  
31 relocation of the residents' mobile homes. Land surrounding the property is all residential in nature. He reported  
32 as follows:  
33

34 *The subject property is located on the north side of Old U.S. HWY 441 (Alfred Street) approximately 325 feet west*  
35 *of David Walker Road. It is approximately 6.02 acres in size. The land is presently the site for Three Palms*  
36 *Mobile Home Park. It is approximately 6.02 acres in size and is presently utilized as a rental mobile home park.*  
37 *The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal*  
38 *Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous*  
39 *properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a*  
40 *condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility*  
41 *agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares*  
42 *shall not approve any development or issue a final development order in such annexed area unless central water and*  
43 *wastewater shall serve the development. The City of Tavares is also concurrently amending the Intergovernmental*  
44 *Coordination Element of our Comprehensive Plan to adopt by reference this Interlocal Agreement.*  
45

46 *Ordinance 2015-24 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive*  
47 *Plan from County Urban High to City Low Density Residential.*  
48

49 **MOTION**  
50

51 Roy Stevenson moved to recommend the approval of Ordinance #2015-24, Small Scale Future Land Use  
52 Amendment, seconded by Maurice Osborne. The motion carried unanimously 5-0.  
53

Three Palms Ln

proposal revision

I know that this property will give 147 families very happy, but the reality is that you are leaving 28 families homeless. There has been 4 hospitalizations in the last 30 days over the stress that this situation has caused. There is 1 blind person, living in the park, there is 1 seeing a psych, 3 heart attacks and 3 people who have cancer. This is what is happening in the park.

However, there is a solution to this problem, if Mr. Tamburro consents to this proposal. I know for a fact that Mr. Tamburro has purchased 30+ Mobile Homes from the Villages, and has moved them to various parks that he owns. I know also that Mr. Tamburro paid \$1,000 a piece for them.

What I propose is that instead of paying the state \$1375 for the mobile homes that cannot be moved or the \$3000. for the ones that can be moved, if he would just do a swap of one of his empty mobile homes in one of his other parks. We would then just hand him the title to our present home. It must be of equal sq. footage and upkeep as of our own at this present time, the mobile home would be at our discretion. In other words a comparable. It must be at our choosing of one of his other parks and that the lot rent is the same as the other home owners of that particular park are presently paying. These mobile homes must come with a clean and clear title, free of all liens and encumbrances and tag registrations must be up to date.

In the event of any change in our status, whether it be family moving farther away, or in the event of any change in our health or even our death, the home owner, or his or her heirs, will be allowed to sell them at the then, present market value. We would be allowed to sell it or chose any Real Estate Company to represent us to sell it in our behalf.

There is only a couple of us that are interest in this proposal, I for one am one of them. I have no choice since all my money is tied up in my home.

Rosemary Eastwood  
31201 Three Palms Ln  
Tavares, FL 32778.

Hello my name is Erin Wells I live at 2650 Holiday Trail in Kissimmee, Florida. I am here to testify on behalf of my grandma, Rosemary Eastwood who lives at Three Palms Mobile Home Park in Tavares. I have first hand experienced the traumatic affects of this whole situation. ~~About~~ On November 5<sup>th</sup> 2015 me and my mother stopped by my grandmas for dinner and to check on her because she had been very upset. Since she received her six month notice of eviction due to a change in the use of land on October 17<sup>th</sup> 2015. Dinner started usual until we asked where she was going to move. That then upset her because she has no financial resources to move at that notice. She then became very short of breath and could barley speak. we layed her on the couch and she was barley breathing. We quickly called the ambulance where they rushed her to the hospital due to her history of heart problems. They then kept her overnight to do more test. The following day the nurse informed us that they had to stop her stress test due to a issue with her heart beat due to her stress. I am very worried about my grandma because she is still very upset. I do

believe that if this problem isn't fixed something  
bad will happen to my grandma and I don't want  
that to happen. Not only am I worried about  
her but all the other amazing people in her park  
that don't deserve their homes to be taken  
from them. I don't think Mr. Tamboro realizes  
the ~~impact~~ Negative impact her is having on these  
poor people. It is both unfair and cruel because  
these people have nowhere to go or the resources  
to move. I hope that this problem will be solved  
because I fear for these people if they have to move.

Quinn  
Wells

12/2/2015

My name is JoAnne Simmons and I live at 31205 Three Palms Ln, Texas.

We have lived there for 16 years. I have kept my home neat and the property clear. I took pride in my home. I have talked to Mr. Tamburello on the phone, after getting the eviction notice and he offered me a place in Ocala to move my mobile home, however, it is just too far from our doctors and I will lose  $\frac{1}{2}$  the sq footage of my mobile home. I am sure there is other alternatives to this situation. Like some others in the park we have no financial alternative to relocate.

JoAnne Simmons

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 16, 2015**

**AGENDA TAB NO: 10**

**SUBJECT TITLE: Resolution #2015-15 the FIRST Budget Amendment to the Adopted Budget for Fiscal Year 2016**

---

**OBJECTIVE:**

To approve Resolution 2015-15, amending the Fiscal Year 2015-2016 City of Tavares Annual Operating Budget

**SUMMARY:**

The attached Resolution represents increases and/or decreases to the Adopted Budget for Fiscal Year 2016. Appropriation increases represent, capital projects, and prior year/project encumbrance rollovers. In addition the Resolution also reflects transfers between individual accounts within the adopted budgets for all departments.

This resolution represents the FIRST AMENDMENT to the Adopted Budget for Fiscal Year 2015-2016.

**OPTIONS:**

1. Approve Resolution 2015-15 amending the FY 2015-2016 City of Tavares Annual Operating Budget.
2. Do not approve Resolution 2015-15.

**STAFF RECOMMENDATION:**

Move to approve Resolution 2015-15, amending the Fiscal Year 2015-2016 City of Tavares Annual Operating Budget.

**FISCAL IMPACT:** Estimated final budget amounts are included with the budget detail for this amendment.

**LEGAL SUFFICIENCY:**

The resolution has met legal sufficiency.

**RESOLUTION 2015 - 15**

**A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AMENDING THE 2016 FISCAL YEAR ADOPTED BUDGET FOR THE CITY OF TAVARES, REPRESENTING THE FIRST AMENDMENT TO THE ADOPTED BUDGET, AND PROVIDING FOR A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.**

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR, AND CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA:**

<b>Fund Name</b>	<b>Fund Number</b>	<b>Estimated Revenues<sup>1</sup></b>	<b>Reserve Appropriations<sup>3</sup></b>	<b>Unappropriated Revenues<sup>2</sup></b>	<b>Estimated Appropriations/Expenditures</b>
General Fund	001	\$ 15,661,483	\$ 102,081	\$ -	\$ 15,763,564
Water/Wastewater Utility	401	8,680,658	290,403	-	8,971,061
Water/Wastewater Impacts	441	1,102,979	177,670	-	1,280,649
W/WW RR&I Fund	443	300,000	35,610	-	335,610
SRF Construction Fund	444	-	641,993	-	641,993
W/WW SRF Loan	445	1,802,063	-	-	1,802,063
Sunset View Fund	447	109,852	303,480	-	413,332
Solid Waste	402	2,770,058	-	(134,090)	2,635,968
Stormwater	403	1,064,973	-	(34,862)	1,030,111
Seaplane Base Fund	405	730,567	-	-	730,567
Pavilion Fund <sup>5</sup>	406	672,647	-	(6,969)	665,678
Police Education	102	1,650	-	-	1,650
Community Redevelopment	105	170,008	21,173	-	191,181
Police Impacts	110	30,000	-	(20,000)	10,000
Fire Impacts	111	56,000	-	(46,000)	10,000
Forfeiture Fund	112	-	-	-	-
Park Impacts	114	48,000	-	(28,000)	20,000
Freedom Flag Fund	117	-	7,208	-	7,208
Fire Assessment Fund	122	1,619,134	-	-	1,619,134
Infrastructure Sales Tax	150	1,365,057	19,380	-	1,384,437
Grant Fund	151	290,000	96,820	-	386,820
Debt Service Fund	201	299,291	-	(8)	299,283
Capital Project Fund	301	-	27,948	-	27,948
Municipal Police Pension <sup>4</sup>	601	938,000	-	(732,745)	205,255
Firefighter's Pension <sup>4</sup>	602	1,507,800	-	(1,122,537)	385,263
Mildred Hunter Trust	605	166	-	(150)	16
Woodlea Park Playground Trust	606	133	-	(33)	100
		<b>\$ 39,220,519</b>	<b>\$ 1,723,766</b>	<b>\$ (2,125,394)</b>	<b>\$ 38,818,891</b>

<sup>1</sup> Estimated Revenues = anticipated revenue collections

\$ 38,818,891

<sup>2</sup> Negative Reserve Appropriations assumes unappropriated revenues

<sup>3</sup> Positive Reserve Appropriations assumes appropriating (spending) an amount of reserves.

<sup>4</sup> Special Revenue Fund.

**Section 1.** Whereas the adopted budget for the City of Tavares for Fiscal Year 2054 should be increased from \$37,006,432 to \$38,818,891 in both revenues and expenditures where the increase represents increases or decreases in estimated revenues due to prior year project/encumbrance rollovers previously approved by the City Council.

**Section 2.** Whereas this resolution represents the first amendment to the adopted budget for fiscal year 2014. (Exhibit A)

**Section 3.** Whereas any resolution or portion of a resolution in conflict with this resolution or any portion of this resolution is hereby repealed.

**Section 4.** Whereas if any section, sentence, clause, phrase or word of this resolution is held invalid by a court of competent jurisdiction, the remainder of the resolution shall not be affected and remain in full force and effect.

**Section 5.** Be it be resolved that this resolution shall be effective upon its adoption.

**PASSED and ADOPTED this 16<sup>th</sup> day of December 2015,** by the City Council of the City of Tavares, Florida.

\_\_\_\_\_  
Kirby Smith, Mayor  
Tavares City Council

ATTEST:

\_\_\_\_\_  
Nancy A. Barnett  
City Clerk

\_\_\_\_\_  
Approved as to form:  
Robert Q. Williams  
City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 16, 2015**

**AGENDA TAB NO. 11**

**SUBJECT TITLE: Resolution #2015-18 State Revolving Fund Loan for funding the Facility Plan for the Lake Frances Water & Wastewater Upgrades & Lift Station 49 Improvements**

---

**OBJECTIVE:**

To consider the approval of Resolution No. 2015-18 for application to the Florida Department of Environmental Protection (FDEP Point Source Water Pollution Control) for State Revolving Loan Funds in the amount of \$20,000 at an estimated interest rate of 1.15% to fund the Facility Plan for the Lake Francis and Lift Station 49 Upgrades/Improvements.

**SUMMARY:**

This Resolution serves to provide application to FDEP for SRF funding for Facility Study activities for Lake Frances & Lift Station 49 Upgrades (FDEP #WW35095). The total project is estimated at \$4,200,000, but this application only represents Facility Plan Activities. Staff will bring a future application to the City Council for approval for funding the construction activities.

**OPTIONS:**

1. **Move to Approve** Resolution No. 2015-18 authorizing the application and execution of a loan in the amount of \$20,000 from the State of Florida Department of Environmental Protection (FDEP) Revolving Loan Program.
2. **Do Not Approve** Resolution No. 2015-18 authorizing the application and execution of a loan in the amount of \$20,000 from the State of Florida Department of Environmental Protection (FDEP) Revolving Loan Program.

**STAFF RECOMMENDATION:**

1. **Move to Approve** Resolution No. 2015-18 authorizing the application and execution of a loan in the amount of \$20,000 from the State of Florida Department of Environmental Protection (FDEP) Revolving Loan Program.

**FISCAL IMPACT:**

Debt service requirements for this project were included in the 2014 Utility Study (approved by the City Council on November 19, 2015 provided by the City's rate consultant, Mike Rocca, of Raftelis & Assoc. Annual Debt Service obligations (**annual** debt service) is **estimated** at \$1,207 (including service fees and capitalized interest); debt service obligations are not expected to occur in the current fiscal year.

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

## RESOLUTION 2015-18

**A RESOLUTION OF CITY OF TAVARES, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW35095 Number as eligible for available funding; and

WHEREAS; the City of Tavares, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Tavares, Florida, is authorized to apply for a loan to finance the Project in the amount of \$20,000.

SECTION III. The revenues pledged for the repayment of the loan are net water, sewer and stormwater utility system revenues after payment of debt service on the City's Series 2012A Water and Sewer Revenue and Refunding Bonds and the Series 2012B Water and Sewer Revenue and Refunding Bonds.

SECTION IV. The City Administrator is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with

its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is by Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 16th Day of December, 2016.

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Robert Wolfe, Mayor

ATTEST

---

Nancy A. Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY

---

Robert Q. Williams, City Attorney

## **City of Tavares Request for Inclusion for Water and Wastewater System Improvements**

This Request for Inclusion includes two separate projects. The first is the upgrade of the water and wastewater systems in the Lake Frances Subdivision. The second is the upgrade of Lift Station 49, rehabilitation of a 10-inch sewer main and a water loop at Waterman Memorial Hospital for increased fire protection. This City would like to let these projects under a single construction contract as they are within close proximity to each other and will result in savings to the City.

### **Project #1: Lake Frances Water and Sewer System Upgrades**

The Lake Frances Estates subdivision was developed in the 1970s and installation of the water and sewer system was done in a substandard manner when compared to today's construction standards. Issues of concern included sanitary sewer overflows from lift stations, manholes, and in the collection system itself which has led to sanitary sewer overflows. Gravity pipes were laid at substandard grades and with substandard cover, some pipes and associated manhole inverts having as little as 18-inch of cover. The City recognizes these issues and hired Jones Edmunds to perform a two phase design to add an additional lift station, replace a majority of the sewer system, specify a CIPP liner for existing mains with proper slope, design and specify specific point repairs, and tie the replaced sewer systems into the existing lift stations including relining these lift stations. Additionally, the water mains are aging and subject to breakage. There is significant concern that due to the fragile nature of much of the water mains in the system, there will be pipeline failure during the construction process. Additionally, there are a very limited number of valves in the system to be able to isolate the water mains should a break occur during thus requiring shut off to a significant part of the Lake Frances Community. At the end of the project, all roadways within the neighborhood will be milled and overlaid to provide a new, visually appealing, asphalt surface. There are approximately 23,000 linear feet of water main and 23,000 linear feet of wastewater lines in this subdivision. It is anticipated that approximately 75% of the lines will need to be replaced. The project will also include lift station and manhole rehabilitation.

### **Project #2: Lift Station 49 Improvements**

The City is experiencing growth in the wastewater service area for LS 49 as a result of an expanding development. LS 49 currently discharges wastewater into an existing 10-inch gravity sewer main along Mount Homer Rd. The City is concerned with potential surcharging of the gravity system and performed a hydraulic assessment of this area. The recommendation is to relocate the wastewater from LS 49 into an existing 12-inch force main. The additional recommendations from this assessment are to replace the existing pumps at LS 49 with new and rehabilitate the existing 10-inch gravity sewer main along Mount Homer Rd. The project also includes construction of a water main from the east side of Florida Hospital Waterman along Highway 441 to the west side of the hospital to provide looping for improved water quality and fire protection. Permitting through FDOT and FDEP for the water main will be included in these services. The Engineer (ARCADIS) is currently providing design, permitting, bidding and construction phase services for the project.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DECEMBER 16, 2015**

**TAB NO. 12**

**SUBJECT TITLE: Resolution #2015-19 - Approval of Supplemental Bond Trust Indenture for early Pay Off Conduit Bond Financing, Osprey Lodge**

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**OBJECTIVE:**

Approval and execution of Resolution #2015-19 amending the first optional redemption date to the Industrial Development Revenue Bonds Series 2011, Issued for the construction and development of the Osprey Lodge.

**SUMMARY:**

On July 21, 2011 the City issued series 2011 Bonds pursuant to a Bond Trust Indenture between the City and U.S. Bank National Association. These bonds were issued under a provision of State law that permits municipalities, counties and other local governments to issue tax exempt bonds for the financing of economic development projects that positively impact the local government. These bonds are referred to as "conduit financing" as the City is merely a "conduit" for the financing of what is otherwise a private project. Although the City issues the bonds and conduct the public hearing on the bonds, no funds of the City are pledged for the repayment of the bonds, nor is the City's "full faith and credit" pledged. The City has no liability for the repayment of the bonds.

Proceeds from these bonds were lent to Osprey Lodge at Lakeview Crest to acquire, construct install and equip a 76 unit adult assisted living facility and a 48 unit Alzheimer/memory care facility known as Osprey Lodge. Series 2011A First Mortgage Revenue Bonds total \$15,630,000; Series 2011B First Mortgage Taxable Revenue Bonds total \$2,735,000; Series 2011C First Mortgage Taxable Revenue Bonds total \$5,000,000.

On December 7, 2015 a request was made to the City to approve an amendment to the series 2011 bonds (attached). The request is necessary because the current owner of the project is now attempting to sell its interest to a third party, contingent upon the third party refinancing the project and retiring the series 2011 bonds.

This resolution and supplemental bond trust indenture amends the redemption terms to allow for an earlier repayment of the bonds for the sale of the Osprey Lodge. The City's Bond Counsel has reviewed the request and opined that it is consistent with the terms of the bond documents. He has also reviewed and approved an indemnity agreement from the borrowers indemnifying the City from any liability relating to this refinancing.

## **OPTIONS**

1. Approve Resolution 2015-19 and bond trust indenture.
2. Do not approve Resolution 2015-19 and bond trust indenture.

## **STAFF RECOMMENDATION:**

Staff recommends option 1, Move to approve Resolution #2015-19 and bond trust indenture authorizing the early repayment of bonds.

## **FISCAL IMPACT:**

There is no fiscal impact.

## **LEGAL SUFFICIENCY:**

Legally Sufficient.

**RESOLUTION NO. 2015-19**

**A RESOLUTION TO AUTHORIZE CERTAIN ACTIONS RELATING TO CITY OF TAVARES, FLORIDA FIRST MORTGAGE REVENUE BONDS, SERIES 2011 (OSPREY LODGE AT LAKEVIEW CREST); TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A, FIRST SUPPLEMENTAL TRUST INDENTURE, AND FOR OTHER PURPOSES.**

WHEREAS, City of Tavares, Florida (the "Issuer"), a political subdivision of the State of Florida, issued its (a) First Mortgage Revenue Bonds, Series 2011A (Osprey Lodge at Lakeview Crest) in the aggregate principal amount of \$15,630,000 (the "Series 2011A Bonds"), (b) First Mortgage Taxable Revenue Bonds, Series 2011B (Osprey Lodge at Lakeview Crest) in the original aggregate principal amount of \$2,735,000 (the "Series 2011B Bonds") and (c) Adjustable Rate First Mortgage Taxable Revenue Bonds, Series 2011C (Osprey Lodge at Lakeview Crest) (the "Series 2011C Bonds" and collectively with the Series 2011A Bonds and the Series 2011B Bonds, the "Series 2011 Bonds"); and

WHEREAS, the Issuer issued the Series 2011 Bonds pursuant to a Trust Indenture (the "Original Indenture"), dated as of July 1, 2011, between the Issuer and U.S. Bank National Association, as trustee (the "Trustee") and lent the proceeds of the Bonds to Lakeview Crest, LLC and Osprey Lodge, LLC (collectively, the "Borrowers") pursuant to the Loan Agreement, dated as of July 1, 2011 (the "Loan Agreement"), between the Issuer and the Borrowers; and

WHEREAS, the proceeds of the Bonds were used to acquire, construct, install and equip a 124-unit assisted living and memory care facility and related improvements and other purposes; and

WHEREAS, the members of the sole owner (the "Sole Owner") of the Borrowers have entered into an agreement to sell their membership interests in the Sole Owner to a third party and in connection with such sale of membership interests, the Borrower seeks to refinance and retire the Series 2011 Bonds; and

WHEREAS, the Borrower has disseminated an Amended Summary of Offer to Purchase for Cash dated November 24, 2015 (the "Solicitation") whereby the Borrowers are requesting the holders of the existing Series 2011 Bonds to tender their Series 2011 Bonds for and settlement on or about December 18, 2015 (the "Settlement Date"); and

WHEREAS, Section 4.01 the Indenture provides that the Series 2011 Bonds are not subject to optional redemption until July 1, 2016 (the "First Optional Redemption Date"); and

WHEREAS, at the request of the Borrower, the Issuer proposes to amend the Indenture pursuant to a First Amendment to First Supplemental Trust Indenture (the "Indenture Amendment"), a copy of which is attached hereto as Exhibit A, for the purposes set forth therein, including amending the First Optional Redemption Date to permit the redemption of the Bonds on or about the Settlement Date; and

NOW THEREFORE, BE IT RESOLVED by the Issuer, and it is hereby resolved, as follows:

Section 1. The Indenture Amendment. The execution, delivery and performance of the Indenture Amendment is, and the same are, hereby authorized and approved. The authorized officers of the Issuer are hereby authorized to execute and deliver the Indenture Amendment, as well as any closing statements or other documents incident to the Indenture Amendment for and on behalf of the Issuer, and the Indenture Amendment shall be in substantially the forms attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, subject to such changes, insertions and omissions as

may be approved by the authorized officers of the Issuer, and the execution of the Indenture Amendment by the authorized officers of the Issuer as herein authorized shall be conclusive evidence of any such approval.

Section 2. General Authority/Execution of Additional Documents. The authorized officers of the Issuer are hereby authorized and empowered to take such additional actions and to execute for and on behalf of the Issuer such additional documents as may be necessary or desirable in connection with the execution and delivery of the Indenture Amendment and the redemption of the Series 2011 Bonds. Such officers are hereby authorized and directed to prepare and furnish to the Borrower certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such certificates, documents and instruments needed to effectuate the redemption of the Bonds.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Indenture Amendment or any other agreement relating to the redemption of the Bonds shall be deemed to be a stipulation, obligation or agreement of any member, commissioner, officer, director, agent or employee of the Issuer in his individual capacity, and no such member, commissioner, officer, director, agent or employee shall be personally liable on the Bonds or under the Indenture Amendment or any other document relating to the redemption of the Bonds, or be subject to personal liability or accountability by reason thereof.

Section 4. Ratification. Any and all actions heretofore taken by the officers of the Issuer in connection with the matters set forth in this Resolution are approved, ratified and affirmed.

Section 5. Conflicts. Any and all other resolutions or parts of resolutions in conflict with this Resolution is, and the same hereby are, repealed, and this Resolution shall be in force and effect from and after its adoption.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

Passed and adopted at a regular meeting of the City Council of the City of Tavares, Florida on December 16, 2015.

**THE CITY OF TAVARES, FLORIDA**

By: \_\_\_\_\_

Name: Robert Wolfe

Title: Mayor

(SEAL)

Attest:

By: \_\_\_\_\_

Name: Nancy Barnett

Title: City Clerk

Approved as to form:

\_\_\_\_\_  
Robert Q. Williams, City Attorney

**EXHIBIT A**  
**INDENTURE AMENDMENT**

*From the Desk of*  
Laurence J. Pino, Esquire

December 7, 2015

Bob Tweedie, C.M.  
Economic Development Director  
City of Tavares  
201 E. Main Street  
P. O. Box 1968  
Tavares, FL 32778-1068

**Re: Osprey Lodge, 1761 Nightengale Lane, Tavares, FL 32778**

Dear Mr. Tweedie:

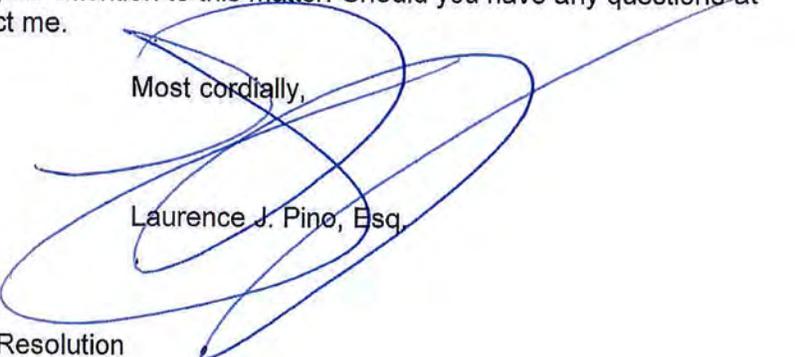
This law firm represents Living Well Lodges Holding Company, LLC, which is acquiring ownership of the entity which is the existing holding company which owns Osprey Lodge.

Pursuant to that transaction, current bonds which financed the construction of the facility are being redeemed. In order for that redemption to take place, the City of Tavares, as the issuer of the Florida First Mortgage Revenue Bonds, Series 2011, is being asked to adopt a Resolution amending the First Optional Redemption Date to permit the redemption of the Bonds as of the Settlement Date, which is currently scheduled for on or about December 18th through December 22nd of this year.

The City Council currently has a copy of the proposed Resolution which will permit the redemption to take place; however, I am also attaching a copy of it to my letter. Once that Resolution is passed, we can proceed forward on our side.

Thank you very much for your attention to this matter. Should you have any questions at all, please don't hesitate to contact me.

Most cordially,

  
Laurence J. Pino, Esq.

LJP/cs

Enclosure: Copy of proposed Resolution

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**FIRST SUPPLEMENTAL  
TRUST INDENTURE**

between

**CITY OF TAVARES, FLORIDA**

and

**U.S. BANK NATIONAL ASSOCIATION**  
as Trustee

Dated as of December 1, 2015

Relating to

\$15,630,000

City of Tavares, Florida  
First Mortgage Revenue Bonds, Series 2011A  
(Osprey Lodge at Lakeview Crest)

and

\$2,735,000

City of Tavares, Florida  
First Mortgage Taxable Revenue Bonds, Series 2011B  
(Osprey Lodge at Lakeview Crest)

and

\$5,000,000

City of Tavares, Florida  
Adjustable Rate First Mortgage Taxable Revenue Bonds, Series 2011C  
(Osprey Lodge at Lakeview Crest)

---

**FIRST SUPPLEMENTAL  
TRUST INDENTURE**

This **FIRST SUPPLEMENTAL TRUST INDENTURE** dated as of December 1, 2015 (this "Supplement"), between the **CITY OF TAVARES, FLORIDA** (the "Issuer"), a municipality organized and existing under the laws of the State of Florida (the "State") and a "local agency" within the meaning of Chapter 159, Part II, Florida Statutes (the "Act"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association and having a corporate trust office in Orlando, Florida, as trustee (in such capacity, together with any successor in such capacity the "Trustee" or the "Trustee");

**WITNESSETH:**

WHEREAS, on July 21, 2011, the Issuer issued the Bonds, as defined in and issued under the Trust Indenture, dated as of July 1, 2011, between the Issuer and the Trustee (the "Original Indenture") and lent the proceeds of the Bonds to Living Well Lodges Clermont, LLC, a Florida limited liability company (the "Borrower"), pursuant to the Loan Agreement, dated as of July 1, 2011 (the "Loan Agreement"), between the Issuer and the Borrower; and

WHEREAS, the proceeds of the Bonds were used to acquire, construct, install and equip a 76-unit adult assisted living facility and a 48-unit Alzheimer/memory care facility and related improvements and to fund a portion of the interest owing on the Bonds, fund a debt service reserve fund, fund a working capital reserve fund, fund an operating reserve fund a liquidity support fund, and pay costs of issuing the Bonds; and

WHEREAS, all capitalized words not defined in the Supplement shall have the meanings set forth in the Original Indenture and the Loan Agreement; and

WHEREAS, the Borrower has requested that the Issuer and the Trustee enter into the Supplement; and

WHEREAS, a Majority of the Bondholders and the Borrower have consented to the Supplement as required by Article IX of the Original Indenture and the opinion of Bond Counsel required by the Original Indenture has been delivered;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

**Section 1. Amendment to Section 301(b) of the Original Indenture.** Section 4.01(a), (b) and (c) of the Original Indenture is hereby deleted in its entirety and the following is substituted therefor:

Optional Redemption. The Series 2011 Bonds are subject to redemption prior to maturity on or after November 1, 2015, in whole or in part on any date from an optional prepayment of the Note by the Borrower, the maturities of such Series 2011 Bonds to be redeemed to be selected by the Borrower, with less than all of a single maturity or sinking fund payment of the Series 2011 Bonds to be selected by lot by the Trustee in such manner as may be designated by the Trustee, at the redemption price of 100% of the principal amount thereof (par) plus accrued interest to the date of redemption.

**Section 2. Amendment to Section 302(a) of the Original Indenture.** Section 302(a) of the Original Indenture is hereby deleted in its entirety and the following is substituted therefor:

(a) The Trustee shall cause notice of the call for any redemption under Section 301 identifying the Bonds to be redeemed to be sent by first class mail not less than five (5) days prior to the redemption date to the Holder of each Bond to be redeemed at his, her or its address as it appears on the Bond Register, provided however, that except in the case of a mandatory sinking fund redemption the Borrower shall have given the Trustee notice to send the redemption notice at least five (5) days, or such shorter notice as is acceptable to the Trustee, prior to the date the Trustee is to send such notice. Failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure or defect shall have occurred.

**Section 3. Survival.** Except as specifically provided in the Supplement, all terms and conditions of the Original Indenture shall remain in full force and effect, unaltered and unamended hereby.

[Signatures Follow]

**IN WITNESS WHEREOF**, the Issuer and the Trustee have caused this Supplement to be executed in their respective corporate names as of the date first above written.

**CITY OF TAVARES, FLORIDA**

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Robert Wolfe  
Mayor

\_\_\_\_\_  
Nancy Barnett  
City Clerk

**U.S. BANK NATIONAL ASSOCIATION,  
as Trustee**

By: \_\_\_\_\_  
Vice President

28816509 v1

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 16, 2015**

**AGENDA TAB NO. 13**

**SUBJECT TITLE: Work Authorization for Construction Administration Services -  
Downtown CRA Capital Water Line Improvements**

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**OBJECTIVE:**

To consider the approval of a Work Authorization for Arcadis U.S., Inc. for construction administration services for the Downtown Community Redevelopment Area (CRA) AREA A Stormwater Treatment Improvements (AREA A SWTI). AREA A SWTI includes: converting a wetlands area into a stormwater treatment pond; interceptor piping to the stormwater treatment pond along Ruby Street; and, stormwater control structures with overflow outfall piping from Ruby Street to Lake Dora. The project is moving into the bid and construction phases of work now that all permits have been received for the project.

**SUMMARY:**

In 2013 the City of Tavares issued an RFQ to competitively procure continuing professional engineering services for its stormwater utility. The City selected ARCADIS, who was issued Agreement 20013-0004 with the City to provide these services.

Under the terms of this contract, the City has negotiated a scope of work in the amount of \$409,716.00 to provide construction administration services, which include:

1. Reviewing shop drawings, product data and samples, alternate material and product submittals, and performance tests submitted by the Contractor for conformance with the design concept of the project.
2. Responding to formal requests for information (RFI) from the Contractor and clarifying the intent of the contract documents.
3. Preparing record drawings based on survey and as-built information and other field measurements provided by the contractor.
4. Conducting public relations/outreach to the residents, business owners, and the community
5. Coordinating compliance with the regulatory permits issued for the project.

The Utility Director negotiated with the Consultant to arrive at the proposed scope and fee for the project, and has determined that these are consistent with industry standards for the type of work involved in this project.

**OPTIONS:**

1. **Move to Approve** Work Authorization for Arcadis U.S., Inc. to perform Construction Administration Services for the improvements in the Downtown CRA for a total lump sum fee of \$409,716.00.
2. **Do Not Approve** Work Authorization for Arcadis U.S., Inc. to perform Construction Administration Services for the improvements in the Downtown CRA for a total lump sum fee of \$409,716.00.

**STAFF RECOMMENDATION:**

**Move to Approve** Work Authorization for Arcadis U.S., Inc. to perform Construction Administration Services for the improvements in the Downtown CRA for a total lump sum fee of \$409,716.00.

**FISCAL IMPACT:**

Debt service requirements for this project were included in a Stormwater Funding Analysis provided by the City's rate consultant, Mike Rocca, of Raftelis & Assoc. Annual Debt Service obligations (**annual** debt service) will be included in a forthcoming SRF low interest loan application and agreement, and payable over 20 years.

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

**Work Authorization for**  
**CONSTRUCTION ADMINISTRATION**  
**FOR THE DOWNTOWN CRA STORMWATER IMPROVEMENTS**

**City of Tavares, Florida**

This Work Authorization constitutes a Project Agreement under the terms of the Agreement for Continuing Engineering Services per RFQ 2008-0001, between the City of Tavares (City) and Arcadis, Inc. (Arcadis) Under the scope of work described herein, the Arcadis shall provide construction administration services for the Downtown Community Redevelopment Area (CRA) AREA A Stormwater Treatment Improvements (AREA A SWTI). AREA A SWTI includes: converting a wetlands area into a stormwater treatment pond; interceptor piping to the stormwater treatment pond along Ruby Street; and, stormwater control structures with overflow outfall piping from Ruby Street to Lake Dora.

**Project Background**

The existing Downtown Tavares Redevelopment Master Plan sets a vision for the future of Downtown Tavares and its potential to develop as a vibrant, pedestrian-oriented, mixed use center. In order to support the anticipated increase in residential and employment population downtown, it is critical that the aging water distribution, wastewater collection, and stormwater management systems be improved and upgraded to reliably serve the additional demands this growth will generate. The City of Tavares is currently in the process of implementing water and wastewater improvements to address numerous utility infrastructure needs within the downtown CRA boundaries. This scope of utility improvement includes critical stormwater upgrades necessary increase stormwater capacity conveyance through the interceptor to provide water quality benefits to improve environmental concerns to Lake Dora. Lake Dora's pollution levels are in excess of maximum contaminant levels during storm events.

The City requested to have engineering services during the construction phase associated with the project. The detailed Scope of Services is defined below:

**SCOPE OF WORK**

**Task No. 1 – Project Management**

- 1.1 General Project Management Services: The effort included in General Project Management Services is based upon the tasks of this Scope of Services. The Project Management effort includes project staffing, coordination with the City and its subconsultants, and budget and schedule management over the duration of this Scope of Work.

- 1.2 Monthly Invoice: Arcadis shall prepare a monthly invoice, including a status report summarizing the activities performed during the invoicing period and submit to the City Project Manager each month for the duration of this Scope of Work.

This project is estimated at 16 months to final completion.

### **Task No. 2 – Stakeholder Input on Final Design Workshop**

Arcadis shall conduct a workshop to include key City stakeholders for a final review of the project design to incorporate desired design elements. Project design plans will be distributed to the key stakeholder team prior to the workshop for review and comment. Arcadis shall lead the workshop meeting and guide the team through the design and incorporate comments and any desired additions or modifications to the final design. A total of 20 hours will be allotted for incorporation of revisions. If design modifications are required beyond the estimated 20 hours, then additional scope and fee will be negotiated based on the revision efforts.

- 2.1 Key City Stakeholder Design Input Workshop – Arcadis shall prepare for and conduct a 4 hour workshop to review final design plans with key stakeholders and prepare meeting minutes to serve as record of requested revisions or modifications to the design. Prepare and present an overview of the project to City Council and stakeholders.
- 2.2 Incorporation of Revisions to the Final Design – Arcadis shall modify the final design drawings and technical specifications to incorporate key stakeholder design revisions.

### **Task No. 3 – Bid Phase Services**

- 3.1 Pre-Bid Meeting: Attend a Pre-Bid Meeting at the City including a site visit. Prepare meeting minutes and provide to the City for distribution.
- 3.2 Addenda: Arcadis shall provide clarification for Bidder inquiries and requests for information and shall prepare and submit up to two (2) addenda to CITY for distribution to bidders.
- 3.3 Bid Tabulation: Arcadis shall assist the City in reviewing the qualifications of apparent low bidder and bid and shall make a recommendation for award to the City. As part of this recommendation, Arcadis shall conduct an investigation of the apparent low bidder and provide a written summary of the investigation to the City. Prepare three (3) sets of conformed Contract Documents following City's award to CONTRACTOR.
- 3.4 Conformed Documents: Arcadis shall prepare and submit three (3) sets of conformed Contract Documents following City's award to CONTRACTOR.

#### **Task No. 4 – Coordination with Subconsultants**

Arcadis shall provide sub-consultants for public relations (Amanda Wettstein, APR, CPRC) and construction phase services for the wetlands design (Griffey Engineering, Inc.) and ACOE permitting (Kleinfelder). Arcadis shall work with the sub-consultant team to provide seamless project support. Sub-consultant coordination is estimated at 3 hours per week for the duration of the project.

#### **Task No. 5 – Construction Phase Services**

The following construction phase services are predicated on one construction contract with a 16-month estimated construction duration. General task under this phase include:

- 5.1 Construction Administration: Hours for general construction administration services and coordination during construction phase of the project at 4 hours/month for 16 months.
- 5.2 Pre-Construction Meeting: Arcadis shall attend and participate in the pre-construction conference and prepare minutes of the meeting covering topics discussed and decisions made. ARCADIS shall distribute copies of the meeting minutes to all attendees within one week of the meeting date.
- 5.3 Review shop drawings, product data and samples, alternate material and product submittals, and performance tests submitted by the CONTRACTOR for conformance with the design concept of the project and with the information provided in the contract documents. Arcadis estimates up to thirty five (35) shop drawing submittals for review at four (4) hours per submittal. This includes up to two (2) resubmittals.
- 5.4 Respond to CONTRACTOR's formal requests for information (RFI) and interpret the intent of the contract documents. Arcadis estimates a total of fifteen (15) RFI's for review at two (2) hours per RFI. Any effort related to the number of RFI's in excess of the anticipated level of effort shall be paid by the City.
- 5.5 Provide engineering input as requested by the City to respond to change order requests from the CONTRACTOR. ARCADIS estimates a total of two (2) change order requests. Arcadis estimates an average preparation, redesign, review, and processing effort of eight (8) hours per change order.
- 5.6 Pay Request Review: Arcadis shall, within ten (10) days after receipt of each application for payment from the CONTRACTOR, provide written notice to the City recommending payment to the CONTRACTOR, or return the request to the CONTRACTOR providing written notice of Arcadis' reason for disapproval. As part of the review and approval process, Arcadis shall ensure that record drawings are being kept updated and that appropriate releases of liens are submitted with the pay request. Upon receipt of the CONTRACTOR'S request for final payment, Arcadis shall

inspect and, if acceptable, submit to the City its recommendation as to acceptance of the work and as to the final payment request of the CONTRACTOR.

- 5.7 Provide limited site visits by the Project Manager, and or design team during construction to assist the City when requested and at key milestones. Members of the design team shall make periodic site visits at intervals appropriate to the various construction stages of the work in progress. Such site visits shall review materials and equipment being used to determine if work is proceeding, in general, in accordance with the contract documents. Arcadis estimates a total of twenty five (25) site visits during construction. These would also coincide with any progress meetings, but excludes startup.

The Arcadis anticipates a 16 month construction period. During construction, various members of the design team shall require twelve (12) hours per month for the site visits.

- 5.8 Pre-Final and Final Inspection: Arcadis shall conduct one pre-final site inspection to determine if the project is substantially complete. The inspection shall result in the preparation of a punch list to be delivered to the CONTRACTOR for final completion. Arcadis shall conduct one final inspection to determine if the work has been completed in accordance with the Contract Documents and the punch list. Subsequent to an acceptable final inspection, Arcadis shall recommend, in writing, final payment to the CONTRACTOR and give written notice to the City and CONTRACTOR that the work is acceptable subject to any expressed conditions.
- 5.9 The Arcadis shall prepare record drawings based on survey and as-built information and other field measurements provided by the contractor. Two signed and sealed sets of the record drawings (22"x34") plus an electronic set in PDF file format and AutoCAD 2011 or later file format of the record drawings on a CD or DVD will be provided to the City.
- 5.10 At the completion of construction and at the direction of the City, the Arcadis shall prepare the certificate of completion to Florida Department of Environmental Protection (FDEP).
- 5.11 Prepare construction closeout documents and submit to the City with the final pay application.

**PROJECT SCHEDULE**

<u>Task</u>	<u>Duration</u>
Task 1 - Project Management	16 months
Task 2 – Stakeholder Input on Final Design Workshop	2 month
Task 3 – Bid Phase Services	2 months
Task 4 – Coordination with Sub-Consultants	16 months
Task 5 – Construction Phase Services	16 months

**Fee**

Arcadis shall perform the scope of work described above for a fee not-to-exceed \$409,716.00. Compensation will be paid on a monthly basis from an estimated percent complete.

**Execution**

This Work Authorization for assistance during Construction Administration for the Downtown CRA Stormwater Improvements shall be executed upon signed approval and acceptance below:

APPROVED BY:

**CITY OF TAVARES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ACCEPTED BY:

**ARCADIS U.S., Inc.**

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Signature

-----  
Date

-----  
Printed Name

-----  
Title

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 16, 2015**

**AGENDA TAB NO. 14**

**SUBJECT TITLE: Work Authorization for Funding Administration and Compliance -  
Downtown CRA Capital Water Line Improvements**

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**OBJECTIVE:**

To consider the approval of a Work Authorization for Arcadis U.S., Inc. for funding administration and compliance requirements of the funding programs that will fund the Downtown Community Redevelopment Area (CRA) Stormwater Improvements. The funding programs for the CRA Stormwater project include the Federal Department of Environmental Protection (FDEP) State Revolving Fund Clean Water (SRF) Loan Program, the FDEP Section 319 Grant program, FDEP TMDL Water Quality Restoration Grant program, and the Lake County Water Authority Stormwater Grant program.

**SUMMARY:**

In 2013 the City of Tavares issued an RFQ to competitively procure continuing professional engineering services for its stormwater utility. The City selected ARCADIS, who was issued Agreement 20013-0004 with the City to provide these services.

Under the terms of this contract, the City has negotiated a scope of work in the amount of \$183,385.00 to provide funding administration and compliance services for the loans and grants that are being secured to finance the Downtown CRA Stormwater Improvements Project, which include:

1. TMDL Grant from the FDEP in the amount of \$750,000
2. 319 FDEP Grant and Legislative Appropriation in the amount of \$1,500,000
3. Lake County Water Authority Grant (LCWA) \$353,000
4. Low-Interest SRF Loan for the balance of the project costs

These programs require compliance measures through the project bidding, construction and close out phases. Arcadis has helped the City secure funding for this project and will perform all administration and compliance requirements through the bidding, construction and project close out phases.

The Utility Director negotiated with the Consultant to arrive at the proposed scope and fee for the project, and has determined that these are consistent with industry standards for the type of work involved in this project.

**OPTIONS:**

1. **Move to Approve** Work Authorization for Arcadis U.S., Inc. to perform Funding Administration and Compliance for the grant and loan programs funding the improvements in the Downtown CRA for a total lump sum fee of \$183,385.00.
2. **Do Not Approve** Work Authorization for Arcadis U.S., Inc. to perform Funding Administration and Compliance for the grant and loan programs funding the improvements in the Downtown CRA for a total lump sum fee of \$183,385.00.

**STAFF RECOMMENDATION:**

**Move to Approve** Work Authorization for Arcadis U.S., Inc. to perform Funding Administration and Compliance for the grant and loan programs funding the improvements in the Downtown CRA for a total lump sum fee of \$183,385.00.

**FISCAL IMPACT:**

Debt service requirements for this project were included in a Stormwater Funding Analysis provided by the City's rate consultant, Mike Rocca, of Raftelis & Assoc. Annual Debt Service obligations (**annual** debt service) will be included in a forthcoming SRF low interest loan application and agreement, and payable over 20 years.

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

**City of Tavares**  
**Funding Administration and Compliance for Downtown Community Redevelopment**  
**Area (CRA) Stormwater Improvements Projects**  
**November 2015**

**Scope of Professional Services**

**PROJECT BACKGROUND**

The existing Downtown Tavares Redevelopment Master Plan sets a vision for the future of Downtown Tavares and its potential to develop as a vibrant, pedestrian-oriented, mixed use center. In order to support the anticipated increase in residential and employment population downtown, it is critical that the aging water distribution, wastewater collection, and stormwater management systems be improved and upgraded to reliably serve the additional demands this growth will generate. The City of Tavares is currently in the process of implementing water and wastewater improvements to address numerous utility infrastructure needs within the downtown CRA boundaries. These improvement projects includes critical stormwater upgrades necessary increase stormwater capacity conveyance through the interceptor to provide water quality benefits to improve environmental concerns to Lake Dora. Lake Dora's pollution levels are in excess of maximum contaminant levels during storm events.

To fund these capital projects, The City has obtained funding through the programs listed below. Arcadis is tasked with funding administration and compliance services through construction for the follow programs:

- FDEP Section 319 Grant - The Nonpoint Source Management Section administers grant money it receives from EPA through Section 319(h) of the Federal Clean Water Act. These grant funds can be used to implement projects or programs that will help to reduce nonpoint sources of pollution. Projects or programs must be conducted within the state's NPS priority watersheds, which are the state's SWIM watersheds and National Estuary Program waters.
- Florida Department of Environmental Protection State Revolving Fund Clean Water Program - The Clean Water State Revolving Fund (CWSRF) program provides low-interest loans for planning, designing, and constructing water pollution control facilities. On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA). These amendments require the Department to include Davis-Bacon wage rates and American Iron and Steel provision in all loan agreements.
- FDEP TMDL Water Quality Restoration Grants - Annually, the state legislature provides funding for the implementation of best management practices, such as regional stormwater treatment facilities, designed to reduce pollutant loads to impaired waters from urban stormwater discharges. This funding is administered by the Department as the TMDL Water Quality Restoration Grant, which is set out by rule in Chapter 62-305, F.A.C. and authorized by Section 403.890(2), F.S.

- Lake County Water Authority Stormwater Grant - The Lake County Water Authority (LCWA) initiated a grant program for stormwater retrofitting projects beginning in fiscal year 1996. The grant program targeted municipality/community projects within Lake County that were aimed at enhancing water quality within our waterbodies. The Stormwater Treatment Grant will be administered through the Lake County Water Authority.

The City requested to have Arcadis perform funding and administration and compliance services during the construction phase of the City's CRA projects. The detailed Scope of Services is defined in the tasks below.

## SCOPE OF WORK

### Task 1 – Project Management

- 1.1 General Project Management Services: The effort included in General Project Management Services is based upon the tasks of this Scope of Services. The Project Management effort includes project staffing, coordination with the CITY and its subconsultants, and budget and schedule management over the duration of this Scope of Work.
- 1.2 Monthly Invoice: ARCADIS shall prepare a monthly invoice, including a status report summarizing the activities performed during the invoicing period and submit to the CITY Project Manager each month for the duration of this Scope of Work.

### Task 2 – Funding Administration and Management

Funding administration and management will include planning activities, application development and submittal, grant agreement oversight and coordination with City Staff and Agency, compliance oversight during construction, disbursement requests and performance reporting, and close-out activities as required. Activities for this task as it relates to each funding program are detailed in the sub tasks below.

#### 2.1 Florida Department of Environmental Protection (FDEP) State Revolving Fund Clean Water Program Services During Construction through Project Closeout

Funding Management through Construction Phase and Project Closeout - Arcadis will assist the CITY in facilitating the entire funding management from loan application, bid opening, construction to project closeout and auditing. This is estimated at 1 (13) months to meet the Project schedule through closeout. Activities include:

- Loan/Grant Application and Agreement Phase:
  - Loan/Grant Application Coordination and Submittal
  - Coordination with City and FDEP for Loan Approval and SRF Agreement
- Construction Project Bidding Phase
  - Assist with Development of Bidding Documents requirements as related to funding program requirements

- Review Bid Documents for funding program compliance requirements
- Pre-bid meeting - Attend the pre-bid meeting to discuss funding program compliance requirements with potential contractors/bidders
- Provide guidance and coordination on the funding program requirements through the Bid award/approval process
- Preconstruction Meeting - Attend the preconstruction meeting to discuss funding program compliance requirements with contractors and sub-contractors
- Provide guidance on FDEP SRF Technical Service Contract Review
- Review Contractor Pay Estimates to ensure funding program compliance and provide guidance on correction measures when needed
- Prepare funding program Disbursement Requests
- Davis Bacon Related Act activities:
  - Provide assistance to the contractor regarding all Davis Bacon Related Act forms and Certified Payrolls in accordance with applicable rules and laws.
  - Provide comments and a correction report to the contractor/subcontractor regarding Certified Payrolls submitted in accordance with applicable rules and laws.
  - Ensure corrections to Certified Payrolls are being made in a timely manner in accordance with applicable rules and laws.
  - Visit the construction site to conduct Labor Interviews in accordance with applicable rules and laws.
- Provide guidance and construction material review for American Iron and Steel Compliance
- Review Contractor Change Orders for funding program compliance requirements
- Provide review and guidance on funding program requirements for MBE/WBE
- Site visits to monitor funding program signage and information posting requirements
- Coordination with on-site Project Representatives as required for funding program compliance
- Project Closeout Activities
  - Coordination with City for submittal of all funding program closeout documents
  - Coordination with City for submittal of FDEP SRF Final Amendment
  - Audit assistance for one audit

For the purposes of this Scope of Work, it is assumed that the FDEP SRF funding management task also includes management of the CITY's FDEP SRF Preconstruction Loan (SW350940).

This task is estimated at 13 months through project closeout.

## 2.2 FDEP Section 319 Grant Management

Funding administration and management will include grant agreement oversight and coordination with City Staff and Agency, compliance oversight during construction, disbursement requests and performance reporting, and close-out activities as required. Activities for this task are detailed below.

#### Design/Permitting/Bidding Phase Activities

- Coordinate with City and City's Consultants to provide the following information to FDEP for Section 319 Grant:
  - Copy of design
  - copy of permits
  - copy of bid package (Biddable Plans and Specs)
  - contract documents
- Coordination with City's Consultants for Collection of Construction/BMP Implementation information to provide to FDEP for program 319 compliance including the following information:
  - Dated color photographs of the site before
  - During and after construction
  - Final as-built certification
  - Quarterly Reports
- Coordination with City's Consultants for Collection of Compliance Monitoring information to include following information per 319 program requirements–
  - draft Quality Assurance Project Plan (QAPP)
  - approved QAPP
  - monitoring Results
- Guidance on 319 program requirements for Public Education (Coordination with PR consultant when required for tasks to be completed by the City's Public Relation Consultant), Arcadis will provide coordination and guidance on the program 319 program requirements. Arcadis will coordinate with, and provide 319 program guidance requirements to the City's Public Relation (PR) for the following activities:
  - On site sign construction
  - Guidance on requirements for 4 outreach demonstrations
    - 2 meetings at a City Council meeting
    - 1 demonstration at the City's Water Conservation Day
    - 1 demonstration at Planes, Trains, and BBQ
  - advertising fliers at City hall
  - City website posting
  - Provide photos of the installed sign and decals to funding agency
  - Provide flyers from each outreach demonstration to funding agency

#### Assumptions

- Arcadis is not developing information for the FDEP Section 319 grant under this scope of work, but is coordinating and collection information from the City's design Consultants for relevant project information required for the program.

### 2.3 Total Maximum Daily Load (TMDL) Grant Management

Funding administration and management will include grant agreement oversight and coordination with City Staff and Agency, compliance oversight during construction, disbursement requests and performance reporting, and close-out activities as required. Activities for this task are detailed below.

- Design/Permitting/Bidding Phase Activities

- Coordinate with City and City's Consultants to provide the following information to FDEP for FDEP TMDL Grant:
  - Copy of design
  - copy of permits
  - copy of bid package (Biddable Plans and Specs)
  - contract documents
- Coordination with City's Consultants for Collection of Construction/BMP Implementation information to provide to FDEP for program TMDL compliance including the following information:
  - Dated color photographs of the site before
  - During and after construction
  - Final as-built certification
  - Quarterly Reports
- Coordination with City's Consultants for Collection of Compliance Monitoring information to include following information per TMDL program requirements–
  - draft Quality Assurance Project Plan (QAPP)
  - approved QAPP
  - monitoring Results
- Guidance on TMDL program requirements for Public Education (Coordination with PR consultant when required for tasks to be completed by the City's Public Relation Consultant), Arcadis will provide coordination and guidance on the program TMDL program requirements. Arcadis will coordinate with, and provide TMDL program guidance requirements to the City's Public Relation (PR) for the following activities:
  - On site sign construction
  - Guidance on requirements for 4 outreach demonstrations
    - 2 meetings at a City Council meeting
    - 1 demonstration at the City's Water Conservation Day
    - 1 demonstration at Planes, Trains, and BBQ
  - advertising fliers at City hall
  - City website posting
  - Provide photos of the installed sign and decals to funding agency
  - Provide flyers from each outreach demonstration to funding agency

## 2.4 Lake County Water Authority (LWCA) Grant Management

Funding administration and management will include planning activities, application development and submittal, grant agreement oversight and coordination with City Staff and Agency, compliance oversight during construction, disbursement requests and performance reporting, and close-out activities as required. Activities for this task are detailed in the tasks below.

Design/Permitting/Bidding Phase – collect the following information from the City's Consultants for submittal to the LWCA:

- Copy of design
- copy of permits
- copy of bid package (Biddable Plans and Specs)
- contract documents

- Coordination with City's Consultants for Collection of Construction/BMP Implementation information to provide to LCWA program compliance including the following information
- Construction/BMP Implementation Phase : Collection of information to submit to LCWA including:
  - Quarterly Reports
  - Construction progress photos
- Collection of monitoring information from the City's Consultant for LCWA program requirements to include
  - water quality testing and stream flow analysis
- Coordination with the City's PR Consultant for guidance on Public Education requirements for the LCWA program (Major tasks to be completed by the City's PR Consultant)
  - Coordination of final report to summarize completed project construction
  - Coordination of monitoring program and results.

### **Task 3 – Funding Programs Close-out Activities and Single Project Audit**

Arcadis will set up and assist in helping the City to maintain a filing system to manage all funding program documents and filing requirements. A file system will be provided to the CITY for reporting, audit, and organizational purposes. Arcadis will meet with the CITY and its representatives to coordinate site visits and the file audit. It is estimated that there will be one (1) file audit. Activities for this task are detailed below.

#### **Project Closeout**

- Closeout Documents
  - Review closeout documents per funding program requirements and request additional information if needed.
  - Process and transmit all funding closeout documentation with the final disbursement request to the Agency.
  - Address all questions regarding closeout documentation.
- Final Amendment
  - Review Final Amendment for requirements per funding program requirements and pertinent statements that are relevant to the Community.
  - Ensure all questions are addressed from the Community.
  - Follow-up with the Community for approval
  - Process and transmit Loan Amendment to the Agency for full execution.
  - Follow-up with the Agency to receive a fully executed copy of the Amendment.
  - Audits
- Assist in providing documentation, providing guidance and addressing requests for additional information for final audit.

**FUNDING ADMINISTRATION SERVICES ASSUMPTIONS**

The following assumptions were made in developing this scope and fee:

- Design services are not included in this scope of services. All required design information and documents will be provided by the City's designated design Consultant(s).
- Coordination with the City's design Consultant(s) for project information may impact the project schedule. Any schedule delays caused by any of the City's design Consultant(s) will be brought to the City's attention in writing, and ARCADIS will not be held responsible for schedule delays caused by information from the City's design Consultant not being transmitted in a timely manner.
- The overall project schedule is dependent on the readiness of the completion of the stormwater projects biddable documents. ARCADIS will not be in control of the readiness of this material and cannot be held to a specific schedule.
- Arcadis will assist in the development of any public notifications and advertisements required for the funding programs, but the CITY will be responsible for posting information locally and obtaining advertising as required (local newspapers, etc.)
- Arcadis is not developing the CRA Stormwater project design information under this scope of work for any of the funding programs detailed under this scope of work, but is coordinating and collection information from the City's design Consultants for relevant project information required for the program.

**PROJECT SCHEDULE**

<u>Task</u>	<u>Duration</u>
Task 1 - Project Management	13 months
Task 2 – Funding Administration and Management	12 months
Task 2.1 – State Revolving Fund Clean Water Loan Management	12 months
Task 2.2 – Section 319 Grant Management	12 months
Task 2.3 – Total Maximum Daily Load (TMDL) Grant Management	12 months
Task 2.4 – Lake County Water Authority (LWCA) Grant Management	12 months
Task 3.0 – Project Closeout Activities and Single Process Audit	1.0 month

**COMPENSATION TO ARCADIS**

For the above Scope of Services, ARCADIS shall be compensated a Lump Sum of \$183,385.00 in accordance with the terms of the agreement as outlined in the schedule of compensation provided below. Compensation will be invoiced on a task percent complete basis.

**Fee Breakdown**

<b>Task</b>	<b>Labor Hrs.</b>	<b>Fee</b>
<b>Task 1 -</b> Project Management	264	\$45,898
<b>Task 2-</b> Funding Administration and Management	1269	
<b>Task 2.1-</b> State Revolving Fund Clean Water Loan Management	766	73,094
<b>Task 2.2 -</b> Section 319 Grant Management	161	18,731
<b>Task 2.3 -</b> Total Maximum Daily Load (TMDL) Grant Management	171	18,581
<b>Task 2.4 -</b> Lake County Water Authority (LWCA) Grant Management	171	18,581
<b>Task 3.0-</b> Close-Out Activities and Single Project Audit	80	8,500
<b>Total</b>	<b>1,613</b>	<b>183,385.00</b>

The established fee, associated with the services outlined in this Work Authorization, is due and payable to ARCADIS within 30 (thirty) days of invoice and may not be withheld in dispute of fees or services not contained in this Task Order. If the CITY disputes any or all of the established fee associated with this Task Order, CITY shall, within 30 (thirty) days of invoice, pay the balance of the undisputed amount and provide written notice to ARCADIS of such dispute of remainder.

**End of Scope of Services**

**Work Authorization for  
City of Tavares  
Funding Administration and Compliance Services for Downtown Community  
Redevelopment Area (CRA) Stormwater Improvements Projects  
December 2015**

This Work Authorization constitutes a Project Agreement, between the City of Tavares and ARCADIS U.S., Inc. ARCADIS will perform the Scope of Work described herein for the Funding Administration and Compliance Services for the Downtown Community Redevelopment Area (CRA) Stormwater Improvements Projects.

**Execution**

This Work Authorization for the Funding Administration and Compliance Service for the DOWNTOWN COMMUNITY REDEVELOPMENT AREA (CRA) STORMWATER IMPROVEMENTS Projects shall be executed upon signed approval and acceptance below:

APPROVED BY:  
**CITY OF TAVARES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ACCEPTED BY:  
**ARCADIS U.S., INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DECEMBER 16, 2015**

**AGENDA TAB NO. 15**

**SUBJECT TITLE: West Gateway Seaplane Feature  
Conceptual Design Options**

---

**OBJECTIVE:**

To present to City Council design options for the West Gateway Seaplane Feature on U.S. 441.

**SUMMARY:**

By way of background, the city Council budgeted for and approved the East Gateway sign for the City (See Exhibit A) which is currently being installed by the Waterman Hospital off New 441.

As was the case for the East Gateway sign, staff has been actively engaged in the design and permitting of a striking West Gateway feature/sign. It too would need to be an artistic, highly visible structure that announces to visitors that they are entering "America's Seaplane City" and incorporate the city's seaplane brand.

Staff explored the permitting and design of a mounted donated seaplane on an engineered pedestal in the FDOT pond near the Chris Daniels Memorial Fountain (See attached "seaplane pedestal sketch"). Staff obtained estimates for engineering and constructing the support structure based on FDOT permit conditions of a maximum height of 25' above the height of the abutting State Road. Once permit conditions were applied to design standards and scale, it has been determined that the effectiveness of a Seaplane Pedestal mount Feature in the pond would be very expensive and in effective (Traffic passing by would barely see the feature) because of the distance from the road ways, small size of the seaplane, height limitation and trees planted around the pond. Thus, it is recommended that the existing relatively small Tavares Sign (see "existing sign") which has no brand features be replaced with one of the following options:

- A) An exact replica of the large East Gateway sign that was previously approved by council and currently being installed (Exhibit A)..
- B) The "blue based sign" ( Exhibit B)
- C) The "silver based sign" (Exhibit C)
- D) The more "Whimsical" sign (Exhibit D)

**OPTIONS:**

1. That City Council directs staff to proceed with option A.
2. That City Council directs staff to proceed with option B.
3. That City Council directs staff to proceed with option C
4. That City Council directs staff to proceed with option D
5. That City Council directs staff to proceed with another option.

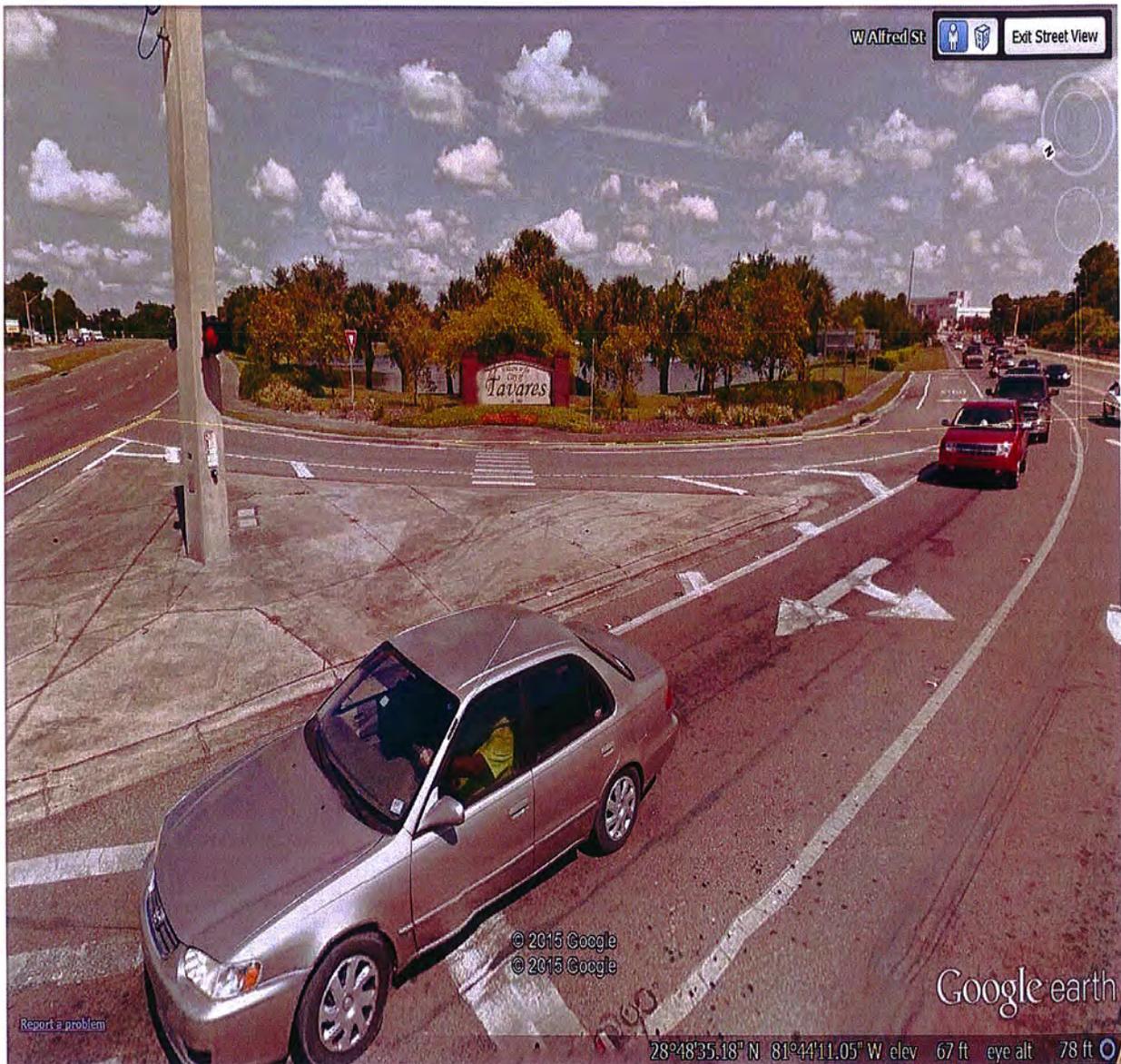
**STAFF RECOMMENDATION:**

Staff recommends that City Council directs staff to proceed with option A, a duplication of the East Gateway sign as previously approved by Council.

**FISCAL IMPACT:** Project is budgeted and estimated to cost \$55,000

**LEGAL SUFFICIENCY:** This summary has been reviewed by the City Attorney and approved for legal sufficiency.

## Proposed Location for New Westerly Gateway Sign

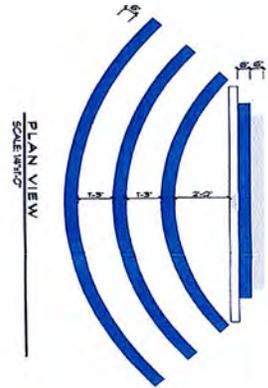


"Existing Sign"

# Easterly Gateway Feature (Waterman)



**OPTION A**  
 NEW 5/8" INTERNALLY ILLUMINATED DISPLAY  
 3/8" x 4" (2) REQUIRED



**SPECIFICATIONS SIGN # OPTION (A)**

DON BELL SIGNS TO FABRICATE & INSTALL (2) 5/8" INTERNALLY ILLUMINATED CUSTOM DISPLAYS. CABINETS - PA6, 205 ALUM. CONSTRUCTION. PROPPELLERS - 3/4" CHASSIS BOOTS, FINISH - 1440 28772 SAUER-VERMULC ULTRA LOW VISC. W/ CLEAR COVE VERTICAL SEAM LINE - 3/16" FEED (5/16" VENT, 22022253).

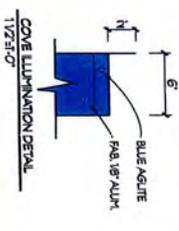
PROP. DIMENSIONAL PA10 PROPPELLER NON-ILLUMINATED.

"TAVARES" - PA6 ALUM CHANNEL, LITS BACK, 1/20 RETURNS 0/20. FINISH WHITE INSIDE & OUT. FACES - 3/16" WHITE ACRYLIC W/ BRIGHT BLUE VENT, OVERLAY 5/16" SURFACE. JEWELITE TRIM - 1" WHITE INTERNALLY ILLUMINATED - BY WHITE LEDS.

CURVED BASE - PA6, 1/8" ALUM. FINISH SAWN ENVL. COLORS TAB. BASE TO HAVE BLUE ACRYLIC COVE LIGHTING ON TOP, ALL (B) SECTIONS.

"AMERICA'S SEAPLANE CITY" - ROUTED COPY W/ 3/16" FINISH TRIM, CLEAR ACRYLIC W/ WHITE TRIMS, VENTL ON FACES, INTERNAL / HALO ILLUMINATION BY WHITE LEDS.

LANDSCAPING NOT INCLUDED.



ORDER # 1000956  
 DATE 6/23/10  
 DRAWN BY [Signature]  
 PROJECT # 1000956

<input type="checkbox"/> 1/8" Hx1" W <input type="checkbox"/> 3/16" Hx1" W <input type="checkbox"/> 1/2" Hx1" W	SHEET 6 OF 11 CITY OF TAVARES 1000956 CITY OF TAVARES 1000956 CITY OF TAVARES 1000956 CITY OF TAVARES
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1000956 CITY OF TAVARES  
 1000956 CITY OF TAVARES  
 1000956 CITY OF TAVARES

## EXHIBIT A

# Don Bell's Conceptual Renderings



Note: This design pending engineering.

  
 America's Seaplane City

ORDER # 1100299 R1  
 DATE 02/24/15  
 QUANTITY M. De Bell  
 Revision: 02/11/15

120 Volt  
 277 Volt  
**SHEET 4**

City of Tavares  
 (Alphabet Display)  
 PREFIX XXXX  
 SUFFIX FL  
 Valeri Gankh  
 As Noted  
 Address: Illustration: CS6

This design is a conceptual rendering of a building. Don Bell, Signage LLC does not warrant the accuracy of the information provided in this drawing. Please contact the client for more information.

  
**DON BELL**  
 SIGNAGE  
 1100 S. GARDNER  
 TAVARES, FL 32870  
 352-344-2211

## EXHIBIT B



CONCEPTUAL ONLY



OPPOSITE SIDE

Note: This design pending engineering.

**TAVARIS**  
Americas Seaplane City

DESIGN # 1100299 R1  
DATE 02.24.15  
DRAWING BY M. De Bolt

PROJECT: CHARTER CENTER

120 Volt  277 Volt

**SHEET 5**

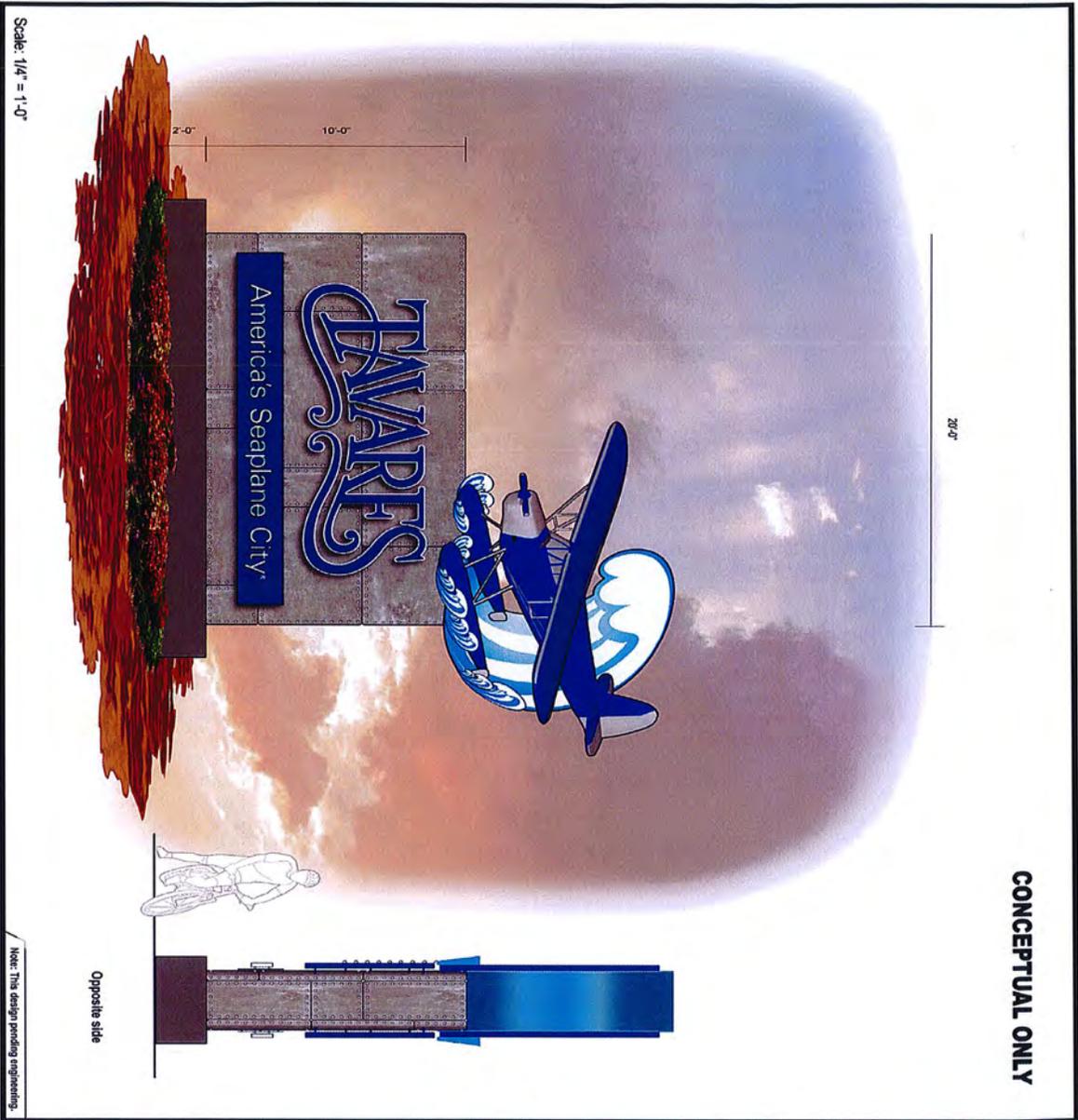
City of Tavaris  
(Alphabetize Display)  
XXXX  
Tavaris, FL  
Vehel, Guido  
As Noted  
Adobe Illustrator CS6

This design concept engineered for existing DON BELL SIGNAGE. All new signs will be approved and signed by the city and be subject to the city's sign code. All other signs must be approved by the city.



DESIGNED BY  
DON BELL SIGNAGE  
1111 W. 11th Street  
TAVARIS, FL 32250

EXHIBIT C



CONCEPTUAL ONLY



DESIGN # 1100299 R2  
 DATE: 02.24.15  
 DRAWN BY: M. De Bolt  
 CHECKED BY: M. De Bolt  
 Orlton G added  
 12.07.15 - GR

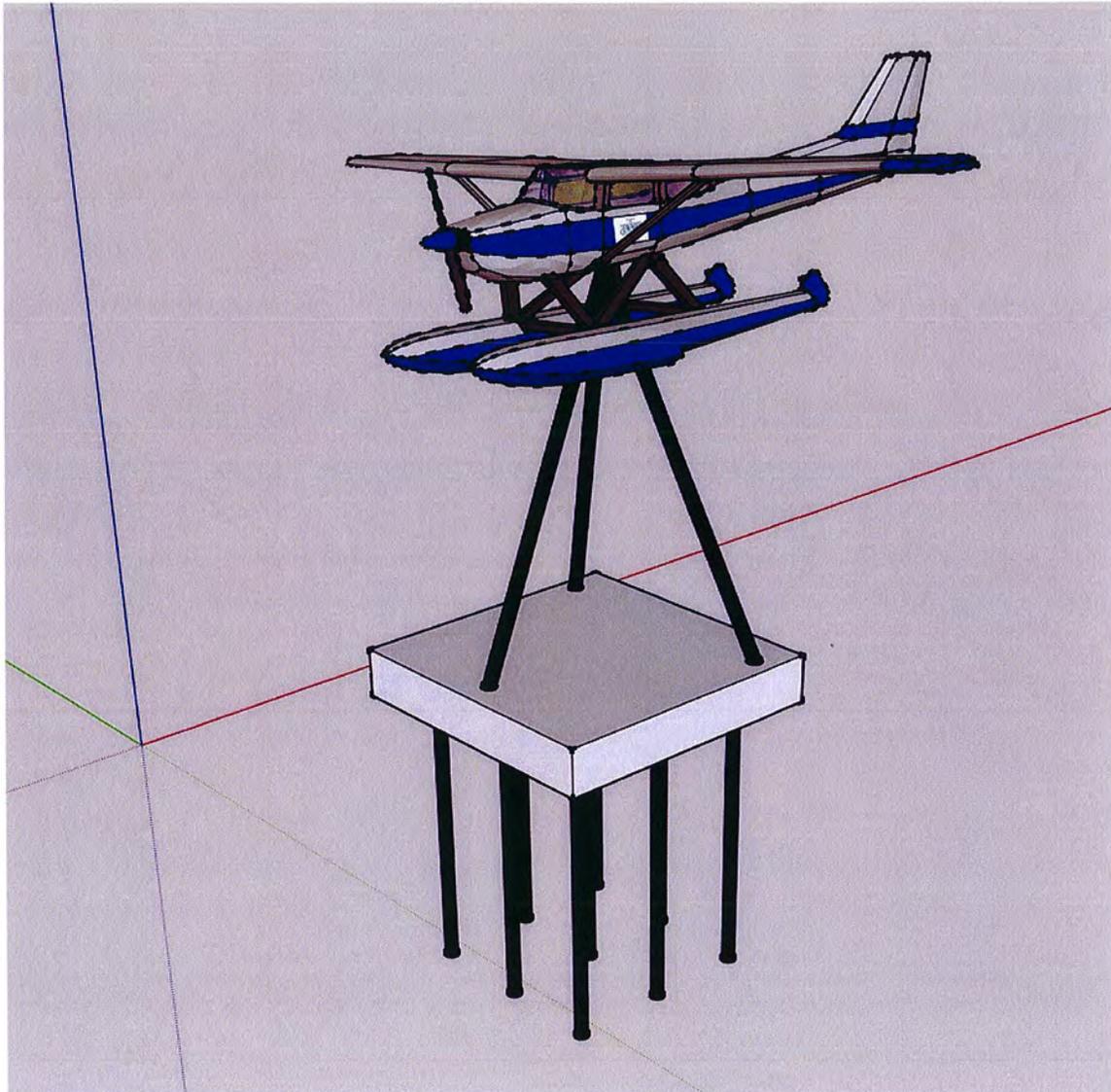
City of Favaris  
 Gateway sign  
 Sign  
 120 Volt  
 277 Volt  
 SHEET 1

Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Design: \_\_\_\_\_  
 Adobe Illustrator CS6

This design is the property of DON BELL SIGN & LIGHTING. It is to be used only for the project for which it was designed. No part of this design may be reproduced or used in any form without the prior written permission of the designer.



EXHIBIT D



"Seaplane pedestal sketch"

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DECEMBER 16, 2015**

**AGENDA TAB NO. 16**

**SUBJECT TITLE: Request to Expand Mixed Use Zoning South of Lake Dora Drive  
From Disston Avenue to Dora Avenue**

---

**OBJECTIVE:**

To consider a staff recommendation to rezone properties located south of Lake Dora Drive between Disston and Dora Avenues to Mixed Use.

**SUMMARY:**

Tavares has energetically revitalized the City's Downtown Commercial/Entertainment District. The construction of the new Pavilion on the Lake, the Children's Splash Park and the many events hosted in the newly redeveloped Wooton Park and Seaplane Base have created an activity hub for tourists and residents in the east end of our downtown.

The City's adopted Downtown Master Plan suggests implementation strategies to promote sustainable economic growth. One of these strategies is the establishment of a transition zoning to buffer downtown commercial land uses from single family land uses. The Alfred/Caroline Street Mixed Use Corridor acts as this transition from our highly active downtown and the residential areas north of Caroline Street.

Although the Master Plan ends at Disston Avenue, the same strategy and need for transition is applicable east of our Downtown. Over time, much of the land uses on Lake Dora Drive have changed to uses other than residential. The existing zonings on the north side of Lake Dora Drive are Public Facilities, Industrial and Mixed Use Districts. Staff is not recommending any change to these existing zonings. Properties on the south side of Lake Dora Drive are zoned single family residential although several of the parcels, primarily the Duncan House and King Machine and Repair, do not fit well with the residential zoning. Staff is recommending that the city initiates a rezoning to Mixed Use of those properties south of Lake Dora Drive as shown on the attached Exhibit.

Rezoning these properties not only supplies a needed buffer and transition to our vibrant Downtown, but it also provides an opportunity to redevelop or repurpose these lands to low intensity commercial uses that compliment and support our growing downtown economy. As an adjunct to this proposed rezoning, Council may consider making an amendment to our Bed and Breakfast Regulations as they pertain to the Mixed Use Zoning District.

**OPTIONS**

1. That City Council directs staff to initiate a rezoning to Mixed Use of those properties lying south of Lake Dora Drive between Disston and Dora Avenues.
2. That City Council takes no action on this matter.

**STAFF RECOMMENDATION:**

Staff recommends that City Council moves to direct staff to initiate a rezoning to Mixed Use of those properties lying south of Lake Dora Drive between Disston and Dora Avenues.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

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

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
December 16, 2015**

**AGENDA TAB NO. 17**

**SUBJECT TITLE: Request from Fire and Police Pension Boards for City Employee to Administer Plans**

---

**OBJECTIVE:**

To consider a proposal from the the Fire and Police Pension Board of Trustees to assign one city employee to administer both plans.

**SUMMARY:**

Attorney Scott Christiansen has submitted the attached letter to the City Administrator to consider a proposal for the City to assign one employee to administer both plans. The Boards recently conducted a Request for Proposals and after reviewing the responses, concluded that it might be more cost effective to make this request from the City.

**OPTIONS:**

- 1) Accept the invitation for a city employee to administer the plan.
- 2) Do not accept the invitation

**STAFF RECOMMENDATION:**

**Option 2: Do not accept the invitation to administer the plans.**

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

Legally sufficient.

Law Offices

**Christiansen & Dehner, P.A.**

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

October 29, 2015

Mr. John H. Drury, City Administrator  
City of Tavares  
P.O. Box 1068  
Tavares, Florida 32778-1068

Re: City of Tavares Police Officers' Pension Trust Fund  
City of Tavares Firefighters' Pension Trust Fund

Dear Mr. Drury:

As you know, I represent the Boards of Trustees of the Police Officers' and Firefighters' Pension Trust Funds for the City of Tavares. Recently, the Boards of Trustees authorized me to prepare a Request for Proposal for a plan administrator for each plan. The Boards have received the proposals, have reviewed them and determined that the expense associated with hiring a plan administrator for each of the pension plans will be approximately \$12,000 per year, per plan. This cost would ultimately be reimbursed to the plans by the City.

The reason the Boards authorized the Request for Proposals is that each Board wished to centralize the administration of the pension plans by assigning the overall responsibility for plan administration to one person. Currently, the various functions associated with administering the plans are divided among the City Clerk's office, Human Resources, Finance and the Fire Chief. Generally speaking, responsibility for various aspects of the plans' administration are divided among a number of different persons with no clear delegation of responsibility regarding which persons are performing which functions. In order to clarify the responsibility for all plan administration, the Boards wished to hire a common plan administrator for each board.

After receiving the responses to the Request for Proposals and reviewing them, the boards have questioned whether it might be more cost effective to ask the City to assign one city employee to be responsible for overall plan administration for both plans with the authority to delegate functions where appropriate and the boards have requested that I contact you to present this proposal.

We thank you for your consideration of this proposal and look forward to your response. Please feel free to contact me with any questions.

Yours very truly,



Scott R. Christiansen

SRC/dm

e-copy: Nancy Barnett  
Chief Richard Keith

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
December 16, 2015**

**AGENDA TAB NO. 18**

**SUBJECT TITLE: City Administrator Report**

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**OBJECTIVE:** To inform Council on city related matters.

**SUMMARY: Will be presented at meeting**

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

- Regular City Council Meeting – January 20, 2016– 4:00 pm.
- Planning & Zoning Board – December 17, 2015 – City Council Chambers – 3:00 p.m.
- Code Enforcement Meeting – December 22, 2015 – 5:00 p.m. - CANCELLED
- Lake Sumter MPO – January 27, 2016 – 2 p.m. MPO Board Room, Leesburg
- Library Board – January 20, 2016 - Library Conference Room – 2:00 p.m.
- Lake County League of Cities Luncheon Meeting – January 15, 2016 – 12:00

**EVENTS**

- Hickory Point Invitational High School Soccer Tournament – December 28-30, 2015
- African American Heritage Festival – February 6, 2016
- Rubberduck Races – March 5, 2016
- Classic Raceboat Regatta – March 12-13, 2016
- Sunnyland Boat Show – March 17-20, 2016
- Dragonboat Races – April 1-2, 2016
- Steamboat Meeting – April 3-8, 2016
- PowerBoat – 2<sup>nd</sup> Annual Tavares Grand Prix of the Seas – April 8-9, 2016
- Planes, Trains & BB&/Seaplane Fly In – April 30-31
- Creed's Cause 5K – April 30, 2016
- Muscular Dystrophy Association – 2016 Muscle Walk – May 7, 2015 - 10:00 to 6:30 pm
- Public Works Expo – May 14, 2016
- 4<sup>th</sup> of July celebration Wootton Park – Monday July 4<sup>th</sup>
- The Monster Splash – October 25, 2016
- Christmas Parade & Celebration – December 3, 2016

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
December 16, 2015**

**AGENDA TAB NO. 19**

**SUBJECT TITLE: City Councilmembers Report**

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**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY:**

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

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

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