AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 6, 2016

AGENDA TAB NO. 11 **FIRST READING**

SUBJECT TITLE: **Ordinance 2016-10**
To amend the Land Development Regulations by creating a *Boutique Hotel Use* and providing governing regulations.

OBJECTIVE:

To consider an amendment to the Land Development Regulation that would define, create and provide governing regulations for *Boutique Hotels.*

SUMMARY:

A definition for a *Boutique Hotel* was not included in the Land Development Regulations or contemplated as a permitted Land Use. We have a received a request to allow *Boutique Hotels* within the city. If adequately regulated, these could provide a unique, up-scale alternative to traditional hotels that may enhance the historic and cultural foundation of our growing city. *Boutique Hotels* have become increasingly popular in communities that are working to attract sophisticated tourists with varied interests.

Proposed Ordinance 2016-10 defines *Boutique Hotels* and limits the size to a maximum of 25 guest rooms. *Boutique Hotels* are always small in size to insure that guests are fully immersed in the unique experience offered. The proposed Ordinance would allow *Boutique Hotels* as a permitted use in the Mixed Use, Commercial Downtown, General Commercial and Highway Commercial Districts. The ordinance provides regulations specifying special time restrictions for outside functions when the hotel is located in the Mixed Use District and also addresses maximum noise levels, parking and site plan requirements.

Under the proposed ordinance, a *Boutique Hotel* may conduct indoor and outdoor special functions, including but not limited to boutique weddings, receptions, showers, parties, art, music and cultural events subject to the following requirements:

a. If the *Boutique Hotel* is located within the MU (Mixed Use) zoning district, special functions conducted outdoors and outdoor activities related to special functions are prohibited after 10:00 p.m. on Sunday through Thursday nights, except evenings before national holidays, and are prohibited after 11:00 p.m. on Friday or Saturday nights and the evenings before national holidays.
b. Noise Levels shall be regulated by the Performance Standards stated under Chapter 12 of the City's Land Developments unless the *Boutique Hotel* is located within the City's Downtown Entertainment District in which case those provisions shall govern.
c. Parking Requirements shall comply with Chapter 20, Table 20-A of the City's Land Development Regulations for hotels and motels.

d. A *Boutique Hotel* must comply with all applicable city development regulations for the zoning district in which it is located. Compliance will be demonstrated through an engineered site plan approved by the City of Tavares.

It is staff's opinion that *Boutique Hotels* will provide a needed niche to help compliment our growing tourist economy.

OPTIONS:

No Council action required at First Reading.

PLANNING & ZONING BOARD RECOMMENDATION:

At its March 17 meeting the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2016-10 with a further recommendation that outdoor events and functions be removed as a permitted use associated with *Boutique Hotels* and that outdoor events be subject to the City's Special Event Permitting Process.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2016-10 as presented.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2016-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY ADDING A DEFINITION FOR A BOUTIQUE HOTEL UNDER CHAPTER 3, DEFINITIONS; BY AMENDING TABLE 8-2, PERMITTED AND SPECIAL USES UNDER CHAPTER 8 BY ADDING BOUTIQUE HOTELS AS A PERMITTED USE UNDER THE MU, CD, C-1, AND C-2 ZONING DISTRICTS; BY ADDING NOTE 31 TO TABLE 8-2 PROVIDING FOR REGULATIONS APPLICABLE TO BOUTIQUE HOTELS; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2005, the City of Tavares adopted the Land Development Regulations, specifying therein permitted and special uses allowed within established zoning districts; and

WHEREAS, a definition for a *Boutique Hotel,* was not included in the Land Development Regulations or contemplated as a permitted Land Use within the city; and

WHEREAS, the city has received a request to allow *Boutique Hotels* within certain zoning districts within the city; and

WHEREAS, *Boutique Hotels,* if adequately regulated, would provide a unique, up-scale alternative to traditional hotels that may enhance the historic and cultural foundation of our growing city, and

WHEREAS, *Boutique Hotels* are characterized through the provision of exotic amenities such as but not limited to electronics, spas, yoga, music, art and cultural functions. The hotel strives to be a one-of-a-kind with an independent attitude catering to individualistic clientele.

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 Amendments

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

Chapter 3-2 Definition added:

Boutique Hotel

A *Boutique Hotel* is a small resort destination that provides a unique setting with upscale accommodations typically between 5 and 25 rooms.

Chapter 8-2 - PERMITTED AND SPECIAL USES- *BOUTIQUE HOTEL* ADDED UNDER LODGING IN THE MU, CD, C-1 AND C-2 ZONING DISTRICTS SUBJECT TO NOTE 31

TABLE 8-2 PERMITTED AND SPECIAL USES (31)

LAND USE	ZONING												
	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
LODGING													
Hotel, Motel and Motor Court accommodations							(1)(18)		P(18)		P	S(18)	
Bed and Breakfast Accommodations	S(19)	S(19)	S(19)	S(19)				P(19)					
Tourist Resort							(1)						
Boutique Hotel								P(31)	P(31)	P(31)	P(31)		

NOTES: Table 8-2 Permitted and Special Uses

31. A *Boutique Hotel* is permitted subject to the following regulations: A *Boutique Hotel* may conduct indoor and outdoor special functions, including but not limited to boutique weddings, receptions, showers, parties, art, music and cultural events subject to the following requirements:

a. If the *Boutique Hotel* is located within the MU zoning district, special functions conducted outdoors and outdoor activities related to special functions are prohibited after 10:00 p.m. on Sunday through Thursday nights, except evenings before national holidays, and are prohibited after 11:00 p.m. on Friday or Saturday nights and the evenings before national holidays.
b. Noise Levels shall be regulated by the Performance Standards stated under Chapter 12 of the City's Land Developments unless the *Boutique Hotel* is located within the City's Downtown Entertainment District in which case those provisions shall govern.
c. Parking Requirements shall comply with Chapter 20, Table 20-A of the City's Land Development Regulations for hotels and motels.
d. A *Boutique Hotel* must comply with all applicable city development regulations for the zoning district in which it is located. Compliance will be demonstrated through an engineered site plan approved by the City of Tavares.

Section 2. Severability and Conflicts

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

Section 3. Effective Date

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

PASSED AND ADOPTED this _____ day of _____, 2016 by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Second Reading: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

Ad Number: 4013627-1S01
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Client Name: City of Tavares
Advertiser: City of Tavares
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Orlando Sentinel
Publication Date: 03/04/2016
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TO WHOM IT MAY CONCERN: Notice is hereby given that the undersigned pursuant to the "Fictitious Name Statute", Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice the fictitious name, to-wit:
Jelly Grandma
under which (I am) (we are) engaged in business at 33509 Barksdale Drive That the (party) (parties) interested in said business enterprise is as follows:
Anne B. James
33509 Barksdale Drive
Dated at Leesburg, Lake County, Florida, 03/03/2016

LAK4715016 3/4/2016

Notice of Administration

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR LAKE COUNTY, FLORIDA
PROBATE DIVISION
IN RE: ESTATE OF
File No. 35-2016-CP-000170-AXXX-XX
Division 10
ROBERT LEE COOK
Deceased.
The administration of the estate of Robert Lee Cook, deceased, whose date of death was July 21, 2015, is pending in the Circuit Court for Lake County, Florida, Probate Division, the address of which is 550 W. Main Street, Tavares, FL 32778. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is February 26, 2016.

Attorney for Personal Representative:
Kirk T. Bauer
Florida Bar Number: 471305
Bauer & Associates
223 S. Woodland Blvd.
DeLand, Florida 32720
Telephone: (386) 734-3313
Fax: (386) 738-0424
E-Mail: kbauer@delandattorneys.com
Secondary E-Mail: sgarcia@delandattorneys.com

Personal Representative:
Connie Cook
32921 SR 44
DeLand, Florida 32720

LAK4394976 2/26, 3/4/2016

Public Hearing Notices

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

ORDINANCE 2016-__

AN ORDINANCE OF LAKE COUNTY, FLORIDA, PROVIDING FOR A CONTINUATION OF THE EXISTING NORTH LAKE COUNTY HOSPITAL DISTRICT IN LAKE COUNTY; PROVIDING FOR APPROVAL OF THE CONTINUATION BY VOTES IN A REFERENDUM; PROVIDING THAT THE CONTINUATION SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10) YEARS BEGINNING OCTOBER 1, 2017; PROVIDING FOR THE REFERENDUM TO BE CONDUCTED IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016; PROVIDING BALLOT LANGUAGE; PROVIDING FOR NOTIFICATION TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; AUTHORIZING EXPENDITURES FOR INFORMING THE PUBLIC; PROVIDING FOR SEVERABILITY; PROVIDING A CONFLICT CLAUSE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING AN EFFECTIVE DATE.

The Board of County Commissioners shall consider enactment of the proposed Ordinance on **Tuesday, March 15, 2016, at 9 a.m.**, or soon thereafter, in the Meeting Room of the Board of County Commissioners, Second Floor, Administration Building, 315 West Main Street, Tavares, Florida. The proposed Ordinance shall be available for public inspection at the Office of the County Attorney (Third Floor) and the Board Support Office (Third Floor), between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of the proceedings should contact the Department of Facilities Development and Management, at (352) 343-9760, 48 hours in advance of the meeting.

LAK4701358 3/4/16

Look for Orlando Sentinel CareerBuilder in Sunday's paper.

Public Hearing Notices

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING
Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-10 titled as follows:

ORDINANCE 2016-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY ADDING A DEFINITION FOR A BOUTIQUE HOTEL UNDER CHAPTER 3, DEFINITIONS; BY AMENDING TABLE 5-2, PERMITTED AND SPECIAL USES UNDER CHAPTER 5 BY ADDING BOUTIQUE HOTELS AS A PERMITTED USE UNDER THE MU, CD, C-1, AND C-2 ZONING DISTRICTS, BY ADDING NOTE 31 TO TABLE 5-2 PROVIDING FOR REGULATIONS APPLICABLE TO BOUTIQUE HOTELS, SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2016-10 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on March 17, 2016, at 3 p.m., and
2. Tavares City Council meeting on April 6, 2016, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on April 20, 2016, 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 2016-10 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) 742-6433.

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

LAK4713427 3/4/2016

PUBLIC MEETING NOTICE
Pursuant to the provision of Chapter 286, Florida Statutes, known as the Sunshine Law, Lake Emergency Medical Services, Inc. (LEMS) has scheduled the following meeting:

Subcommittee Meeting:

Operational Analysis of Emergency Medical
and Fire Services Deployment and Response System
RFP Selection Committee:
March 7, 2016 - 3:00 pm
Lake EMS Administration Office
2761 W. Old US Hwy 441
Mount Dora, FL 32757

All interested citizens are welcome to attend.
Persons with disabilities needing assistance to participate in any of these proceedings should contact the Facilities Management Division at the Department of Facilities Development & Management at (352) 343-9760, 48 Hours in advance of the scheduled meeting.
One or more Directors/County Commissioners and one or more members of different committees or boards may be in attendance and may participate in discussions on any of the committee or board meetings noticed in this ad.
Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by an above named Committee with respect to any matter considered during any meeting of such Committee, he or she will need a record of the proceedings and that, for such purposes, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based.

LAK4710682 3/4/2016

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LAK4711912 3/4/2016

Miscellaneous Legals

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2016-02 CITY OF MOUNT DORA, FLORIDA
Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2016-02. The final public hearing on the ordinance will be held on Tuesday, March 15, 2016 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2016-02 is as follows:

ORDINANCE 2016-02

An Ordinance of the City of Mount Dora, Lake County, Florida, Repealing Chapter 58, "Human Relations," in its entirety, renaming Chapter 58 to be titled "Equal Rights," and creating new sections of Chapter 58 to Provide a Declaration of Findings and Policy; Providing Definitions; Providing General Discriminatory Practices; Providing Sovereign Immunity, No Waiver of Rights or Remedies at Law; Providing Employment Discrimination; Providing Equal Access to Places of Public Accommodations; Providing Fair Housing; Providing for Exemptions; Providing for Conflicts and Severability; Providing for Inclusion into the Mount Dora Code of Ordinances; Providing for an Effective Date.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the City Clerk's Office, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): Friday March 4, 2016

LAK2903369 3/4/16

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE ORDINANCE 2016 -
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, IN ORDER TO INCORPORATE IRRIGATION DESIGN STANDARDS AND ADOPT SEVERAL FLORIDA WATER STAR PROGRAM CRITERIA TO PROMOTE CONSERVATION OF POTABLE WATER IN LAKE COUNTY; AMENDING CHAPTER II, ENTITLED "DEFINITIONS"; AMENDING LDR CHAPTER IX, SECTION 9.01.00, ENTITLED "LANDSCAPING STANDARDS"; AND AMENDING LDR CHAPTER XIV, SECTION 14.07.05, ENTITLED "CONSTRUCTION REQUIREMENTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Board of County Commissioners shall consider enactment of the proposed Ordinance on **Tuesday, March 15, 2016, at 9 a.m.**, or soon thereafter, in the Meeting Room of the Board of County Commissioners, Second Floor, Administration Building, 315 West Main Street, Tavares, Florida. The proposed Ordinance shall be available for public inspection at the Office of the County Attorney (Third Floor) and the Board Support Office (Third Floor), between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of the proceedings should contact the Department of Facilities Development and Management, at (352) 343-9760, 48 hours in advance of the meeting.

LAK4701460 3/4/16

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Gorgeous Groves consented to a City initiated rezoning of the westerly 213 acres of the PUD lands in 2015 which was finalized with the passing of Ordinance 2015-16. Caldwell Citrus Grove Management, the owner of the remaining PUD lands has similarly consented in writing to a City initiated rezoning of the easterly 180 acres to RSF-A (Residential Single Family 3/du/acre). This is the lowest intensity and density zoning consistent with the existing Comprehensive Plan designation of Suburban.

The proposed RSF-A zoning for this property, if approved, will not be time limited and any future development of these lands will be done in conformity with the requirements of the City's Land Development Regulations for this zoning designation.

Lou Buigas asked if there would be a minimum square footage requirement for homes constructed under the new zoning.

Jacques Skutt stated that there would be no minimum square footage requirement.

MOTION

Mr. Stevenson made a motion to recommend approval of Ordinance 2016-09. Ms. Buigas seconded the motion. The motion passed 6-0.

4) Ordinance 2016-10 – Land Development Regulation – Boutique Hotels

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

OBJECTIVE:

To consider an amendment to the Land Development Regulation that would define, create and provide governing regulations for Boutique Hotels.

SUMMARY:

A definition for a Boutique Hotel was not included in the Land Development Regulations or contemplated as a permitted Land Use. We have a received a request to allow Boutique Hotels within the city. If adequately regulated, these could provide a unique, up-scale alternative to traditional hotels that may enhance the historic and cultural foundation of our growing city. Boutique Hotels have become increasingly popular in communities that are working to attract sophisticated tourists with varied interests.

Proposed Ordinance 2016-10 defines Boutique Hotels and most importantly limits the size to a maximum of 25 guest rooms. Boutique Hotels are always small in size to insure that guests are fully immersed in the unique experience offered.

Under the proposed ordinance, a Boutique Hotel may conduct indoor and outdoor special functions, including but not limited to boutique weddings, receptions, showers, parties, art, music and cultural events subject to the following requirements:

a. *If the Boutique Hotel is located within the MU zoning district, special functions conducted outdoors and outdoor activities related to special functions are prohibited after 10:00 p.m. on Sunday through Thursday nights, except evenings before national holidays, and are prohibited after 11:00 p.m. on Friday or Saturday nights and the evenings before national holidays.*

b. *Noise Levels shall be regulated by the Performance Standards stated under Chapter 12 of the City's Land Developments unless the Boutique Hotel is located within the City's Downtown Entertainment District in which case those provisions shall govern.*
c. *Parking Requirements shall comply with Chapter 20, Table 20-A of the City's Land Development Regulations for hotels and motels.*
d. *A Boutique Hotel must comply with all applicable city development regulations for the zoning district in which it is located. Compliance will be demonstrated through an engineered site plan approved by the City of Tavares.*

It is staff's opinion that Boutique Hotels will provide a needed niche to help complement our growing tourist economy.

Pike Hamlin, 107 & 111 S. Disston Ave., stated his objection to the allowance of events at a Boutique Hotel. He stated that events held at the Duncan House, now mixed use, would be a nuisance / noise issue for the adjacent neighbors. He stated that the hours of operation outlined in Ordinance 2016-10 end too late and do not account for the noise of workers cleaning up after an event. He objected to the fact that the owner of the Duncan House has not attended any Public meetings to address the property use. He asked that the City consider that the best use for the Duncan House is as a single family residence and not a competing interest to the Tavares Pavilion.

Kay Hauserman, 504 Lake Dora Dr., objected to the possibility of the Duncan House becoming a Boutique Hotel, and being used as an event center. She stated that there were many problems for neighbors when weddings / events were taking place at the Duncan House. She stated support for small artistic and cultural events, but not wedding receptions. She expressed concern for the condition of the Duncan House and pool area.

Gail Heneghan, 512 Lake Dora Dr., reiterated the issue of nuisance / noise that neighbors of the Duncan House experienced while events were taking place there. She stated that if the Duncan House is permitted to become a Boutique Hotel that the events would interfere with the neighbor's quiet enjoyment of their property.

Tom Heneghan, 512 Lake Dora Dr., stated his concern about events taking place at the Duncan House. He objected to "vague" language in the ordinance as it pertains to permitted events. He stated that there should have been a Public stakeholder meeting held with regards to redevelopment of the Duncan House.

Richard Root asked the audience if they objected to the Boutique Hotel regulation, or just weddings at the Duncan House.

Kay Hauserman stated that a Bed & Breakfast at the Duncan House would be fine, but events under the Boutique Hotel definition would be too much of a disturbance.

Bill Stomp expressed concern that Ordinance 2016-10 was too specific to the Duncan House.

Jacques Skutt stated that Ordinance 2016-10 would apply to the Duncan House, but also to other zoning classifications and to the overall artistic and cultural nature of the City.

Bill Stomp stated support for the ordinance, but was concerned about the effect it would have on neighbors of the Duncan House.

Jacques Skutt stated that the ordinance relies on our current noise regulations being enforced properly.

Roy Stevenson asked Bob Williams to discuss how noise disturbances would be better addressed through a noise ordinance rather than the ordinance being presented.

Bob Williams stated that noise ordinances would be used to address noise and may be enforced by decibel level or more subjectively. He stated that when the Duncan House was operating as a B&B that the events were in violation of the B&B regulations.

Roy Stevenson stated that the issue of the condition of the pool at the Duncan House is a code enforcement issue, and not applicable to Ordinance 2016-10. He stated support for the Boutique Hotel definition.

Gary Santoro expressed concern about outside events affecting neighboring properties. He suggested eliminating the outside event allowance from the ordinance.

Roy Stevenson suggested that outside events were not necessarily the problem, but the noise associated with them and how the noise regulations are enforced.

Gary Santoro stated that he felt that parking would become an issue for small boutique hotels if they held large outside events.

Bob Williams stated that frequency of events and intensity and size of events would be tough to regulate.

Lou Buigas suggested that perhaps event size could be limited to the occupancy limit of the building.

Gary Santoro stated that event size could not be enforced. He asked if events had to be included in the ordinance.

Jacques Skutt stated that events are included as a necessary part of the boutique hotel business plan for those interested in that type of business.

Bill Stomp asked how the ordinance could be applied and not affect neighboring residential use.

Jacques Skutt stated that the ordinance could apply only to commercial zoning and perhaps not affect abutting residential.

Bill Stomp stated that a representative from the Duncan House should present a business plan to the City.

Gary Santoro stated that the Duncan House is decaying and the City is trying to save it. He believes that in order for the property to be saved the uses must be better established. Redevelopment of the Duncan House will no doubt benefit the community.

Roy Stevenson reiterated that the issue was not necessarily the uses, but the noise associated.

Roy Stevenson made a motion to approve Ordinance 2016-10. There was no second. The motion failed.

Bill Stomp asked Jacques about options regarding updating the ordinance to lessen the effect on neighbors of the Duncan House.

Gary Santoro asked for clarification on the definition of an event held at a boutique hotel.

Lou Buigas stated that she believes that any event held at a boutique hotel would be considered a special event per definition.

Jacques Skutt stated that it becomes an event once outside people (those not staying at hotel) attend the event. He stated that the ordinance pertains to the entire City, and not just the Duncan House.

Gary Santoro asked if it would be a problem if events were removed from the ordinance.

Jacques Skutt stated that he felt events held at a boutique hotel were part of the cultural appeal.

Gary Santoro asked if a special event permit would be required if events were taken out of the ordinance as a permitted use.

Jacques Skutt stated that a special event permit would be required.

MOTION

Ms. Buigas made a motion to recommend approval of Ordinance 2016-10 with a recommendation that the outdoor events be removed from the ordinance and be made subject to the special event permit process. Mr. Stevenson seconded the motion. The motion passed 6-0.

There was no further business and the meeting adjourned at approximately 4:28 p.m.

Respectfully submitted,

_____

Michael Fitzgerald, Development Coordinator

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 6, 2016

AGENDA TAB NO. 12

SUBJECT TITLE: Resolution #2016-07 – Adoption of 2016-2021 Lake County Local Hazard Mitigation Strategy Plan: Multi-Jurisdictional Plan

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Invited Guest Presenters:

- Mr. Tommy Carpenter; Director, Lake County Division of Emergency Management

OBJECTIVE:

The objective of this agenda item is to inform Tavares City Council about the Lake County hazard mitigation strategy plan and request Council adoption, through Resolution, of the 2016-2021 Lake County Local Hazard mitigation strategy plan update.

SUMMARY:

City of Tavares City Council adopted the 2010 Lake County Multi-Jurisdictional Hazard Mitigation Plan by Resolution (Resolution # 2011-04) which was signed by Mayor Robert Wolfe on January 19, 2011.

By law, the local county mitigation plan of each County must be updated and re-authorized every five (5) years. That time is here and the Lake County Local Mitigation Strategy Working Group is seeking a current adoption of the updated plan by each municipality, including Tavares.

Florida Administrative Code 27P-22 provides the authorization for the Hazard Mitigation Grant Program. Section .005 of that code defines the required components of the Local Mitigation Strategy:

27P-22.005 Local Mitigation Strategy.
Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.005.

The 2016-2021 update of the Lake County Local Mitigation Strategy was adopted by the Lake County Board of County Commissioners on February 2, 2016, by Resolution (Resolution # 2016-12) and signed by Commission Chairman Sean Parks the same day.

The Lake County Local Mitigation Strategy document is 87 pages in length so it is not presented in its entirety as part of this agenda summary. The plan, however, may be viewed at the following Web site.

http://www.lakecountyfl.gov/departments/public_safety/emergency_management/local_mitigation_strategy.aspx

Guest presenters have been invited to provide Council Members with an executive-level report on the plan and answer questions for Council.

At the completion of the presentation, City Council will be asked to approve a resolution (copy attached) adopting the 2016-2021 Lake County Local Mitigation Strategy: Multi-Jurisdictional Plan; memorializing the City's intent to cooperate with the Lake County Division of Emergency Management as recommended by the Florida Division of Emergency Management and the Federal Emergency Management Agency.

Staff is in the process of adding one (1) project to the Lake County Multi-Jurisdictional Hazard Plan for the City of Tavares: storm/high wind evaluation and hardening programs for City Hall ($500,000). Additional projects may be added later as needs arise.

Option:

Option 1: City Council may move to approve the City of Tavares resolution adopting the 2016-2021 Lake County Local Mitigation Strategy, Multi-Jurisdictional Plan, authorizing the signing of the Resolution document.

Option 2: City Council may move to disapprove the resolution adopting the 2016-2021 Lake County Local Mitigation Strategy, Multi-Jurisdictional Plan, providing Staff with alternative direction.

STAFF RECOMMENDATION:

Move Option 1: Move to approve the City of Tavares resolution adopting the 2016-2021 Lake County Local Mitigation Strategy, Multi-Jurisdictional Plan, authorizing the signing of the Resolution document.

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

City Attorney Robert Q. Williams has reviewed the issue for legal sufficiency.

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, ADOPTING THE LAKE COUNTY LOCAL MITIGATION STRATEGY: MULTI-JURISDICTIONAL PLAN 2016-2021 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county department of emergency management, develop and maintain a hazard mitigation plan; and

WHEREAS the City of Tavares desires to have and participate in this plan to protect the life and property of its citizens; and

WHEREAS the City of Tavares, in cooperation with Lake County, has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Tavares and Lake County from hazards.

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

The City of Tavares adopts the proposed Lake County Local Mitigation Strategy: Multi-Jurisdictional Plan 2016-2021, dated February 2, 2016, identifying the hazards and strategies to mitigate those hazards.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND RESOLVED this 6th day of April, 2016, by the City Council of the City of Tavares, Florida.

_____

Robert Wolfe, Mayor

Tavares City Council

ATTEST:

_____

Nancy A. Barnett
City Clerk

_____

Approved as to form:

Robert Q. Williams
City Attorney

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 6, 2016

AGENDA TAB NO. 13

SUBJECT TITLE: Resolution 2016-10 – Authorization of the amended FDEP SRF CRA Wastewater Rehabilitation Loan DP 350900, and authorizing the Mayor to execute an Amended Promissory Note for the loan.

OBJECTIVE:
Request Council Approval for Resolution No. 2016-10 which updates the FDEP SRF CRA Wastewater Rehabilitation Loan, DP350900, and authorization includes all previously approved amendments, and authorizes the Mayor to execute an amended Promissory Note which includes previously approved amendments for the loan.

SUMMARY:
Previously the City Council Approved Resolution No. 2013-05 which provided authorization for executing SRF Loan No. DP 350900 for Downtown CRA Wastewater Improvements.

Subsequently, the City Council authorized three (3) amendments to the loan:

1. On May 7, 2014, the City Council approved Amendment No. 1 in the amount of $500,000 increasing the amount of the loan principal from $5,427,500 to $5,927,500
2. On December 17, 2014, the City Council approved Amendment No. 2 in the amount of $676,490 increasing the amount of the loan principal from $5,927,500 to 6,603,990 (excluding capitalized interest and loan service fees).
3. On June 3, 2015, the City Council approved Amendment No. 3 in the amount of $139,670 increasing the loan principal from $6,603,990 to $6,743,660 (excluding capitalized interest and loan service fees).

This Resolution fulfils an administrative requirement for FDEP and thus provides an updated Promissory Note for the project which encompasses the previously approved amendments for the CRA Sewer Rehabilitative and Improvement Project, DP350900.

OPTIONS:

1. **Move to Approve Resolution No. 2016-10** which authorizes the Mayor to execute an updated promissory note with FDEP which includes all previously approved loan amendments for the SRF CRA Wastewater Rehabilitation Loan, DP350900

2. **Do Not Approve.**

STAFF RECOMMENDATION:
Option 1:

Move to Approve Resolution No. 2016-10 which authorizes the Mayor to execute an updated promissory note with FDEP which includes all previously approved loan amendments for the SRF CRA Wastewater Rehabilitation Loan, DP350900

FISCAL IMPACT:
This action does not have a fiscal impact. Resolution 2016-10 fulfils an administrative requirement for previously approved amendments.

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

RESOLUTION 2016-10

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

WHEREAS, Florida Statues provide for loans to local government agencies to finance the construction of water pollution control 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 designated Project Number DP 350900 for the Downtown CRA Wastewater (Sewer) Improvements project as eligible for available funding; and

WHEREAS, the City of Tavares, Florida, Adopted Resolution 2013-05 authorizing the loan, and the City of Tavares entered into a loan agreement(s) with the Department of Environmental Protection under the State Revolving Fund for project financing, and the estimated disbursable loan amount with amendments is $6,743,660 plus capitalized interest, and loan service fees.

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

SECTION 1. The foregoing finding are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Tavares, Florida is authorized to execute the loan agreements, promissory note, and related loan amendments, for the SRF DP Loan/Project Number 350900 to finance the Downtown CRA Wastewater (Sewer) Improvement project as indicated below:

- Disbursable Loan Amount (amount to be advanced to borrower) - $6,743,660
- Plus Capitalized Interest (estimated at $85,600)
- Plus loan Service Fees
- Financing rate of 1.62% for Original Agreement Amount, 2.06% Amendment #1, 1.86% Amendment 2, and 1.67% Amendment #3
- A Promissory Note for the amended loan is hereby attached and made a part of this Resolution (Exhibit A)

SECTION 3. The revenues pledged for the repayment of the loan are water, sewer, reclaimed, and stormwater utility system revenues.

SECTION 4. The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. 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 carryout technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing moneys to construct this Project is by, Florida Statutes.

SECTION 7. Conflicts. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. 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 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND RESOLVED this _____ day of _____, 2016, by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST:

_____
Nancy A. Barnett
City Clerk

_____
Approved as to form:
Robert Q. Williams
City Attorney

PROMISSORY NOTE
(Business Purpose)
Florida Department of Environmental Protection

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1. DATE AND PARTIES. The date of this Promissory Note ("Note") is _____. This Note evidences a loan, which includes all extensions, renewals, modifications and substitutions of the loan ("Loan"). The parties to this Note and to the Loan are:

BORROWER:	LENDER:
CITY OF TAVARES a FLORIDA local government 201 E. Main Street Tavares, Florida 32778 59-60000438	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION a FLORIDA state agency 2600 Blair Stone Road, M.S. 3505 Tallahassee, Florida 32399-2400

2. PROMISE TO PAY. For Value Received, City of Tavares ("Borrower") promises to pay to the Florida Department of Environmental Protection ("Department") the aggregate principal amount outstanding on the Borrower's Loan in the sum of Six Million, Seven Hundred Forty-Three Thousand, Six Hundred Sixty Dollars ($6,743,660), or so much thereof as may, from time to time, be advanced to the Borrower hereunder, plus interest from the date of disbursement on the unpaid principal balance, as shown on The Department's records, which shall at all times be conclusive and govern. Financing charges shall accrue on unpaid principal installments at an annual rate equal to 1.62 percent of the unpaid principal of the original Agreement, 2.06 percent of the unpaid principal of Amendment 1, 1.86 percent of the unpaid principal of Amendment 2 and 1.67 percent of the unpaid principal of Amendment 3.

3. LOAN REPAYMENT SCHEDULE. Loan repayments shall be semiannual for 30 years. The Semiannual Payment shall be computed based upon the principal amount of the Loan and level debt service. The Semiannual Payment amount may be adjusted, by written amendment, based upon revised information. After the final disbursement to the Borrower, the Semiannual Payment shall be based upon the actual Project costs and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. Each Semiannual Payment shall be in the amount of $148,201 until the payment amount is adjusted by amendment. Semiannual Payments shall be received by the Department beginning on October 15, 2015, and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means. Further details of principal amount, associated charges, and the manner of repayment shall be set forth in the Debt Purchase Agreement executed on even date herewith and the terms of which are incorporated herein by reference (the "Debt Purchase Agreement").

4. PLEDGED REVENUES. The Borrower pledges as security for repayment of the Loan the Gross Revenues of the Water, Sewer and Stormwater Systems after payment of Operation and Maintenance Expenses and after satisfaction of obligations under the Senior Revenue Obligations identified as follows: City of Tavares, Florida, Utility System Refunding Revenue Bonds, Series 2012A, issued in the amount not to exceed $4,275,000, pursuant to Master Utility System Bond Resolution No. 2012-17, and City of Tavares, Florida, Utility System Improvement Revenue Bonds, Series 2012B, issued in the amount not to exceed $3,000,000, pursuant to Master Utility System Bond Resolution 2012-17. Pledged Revenue coverage shall be subject to the terms of the Debt Purchase Agreement.

5. LOAN DISBURSEMENTS. The Department and the Borrower have established specific instructions and procedures by which disbursements can be made pursuant to the terms and conditions of the Debt Purchase Agreement, but nothing contained herein shall create a duty on the part of the Department to make said disbursement if the Borrower is in default of the terms of this Note or the terms of the Debt Purchase Agreement. In no event shall the Borrower be entitled to total disbursements hereunder exceeding the amount as may be determined in accordance with the Debt Purchase Agreement.

6. EFFECT OF PRE-PAYMENT. The Borrower may prepay the Loan, in whole or in part, at any time without premium or penalty. Absent a default under this Note or the Debt Purchase Agreement, any payments received by the Borrower shall be applied according to the terms and conditions of the Debt Purchase Agreement. No partial prepayment shall excuse or defer the Borrower's subsequent payments or entitle the Borrower to a release of any collateral. Interest shall cease to accrue on the amounts prepaid on the day actually credited by the Department.

7. LATE CHARGE. If any payment of interest and/or principal is not received by the Department when such payment is due, the Borrower agrees to pay the Department a late charge as provided in the Debt Purchase Agreement.

8. EVENTS OF DEFAULT. The Borrower shall be in default upon the occurrence of default in the payment of any of the principal hereof or any interest thereon when due, or if any event occurs or condition exists which constitutes a default or authorizes the acceleration of the maturity hereof under the Debt Purchase Agreement.

9. DEFAULT FINANCING RATE. Upon the acceleration of this Note pursuant to its terms or the terms of the Debt Purchase Agreement, the Borrower agrees that the penalty interest and Financing Rate to be charged on unpaid principal and accrued finance charges shall be as provided in the Debt Purchase Agreement.

10. REMEDIES ON DEFAULT. Upon or after an event of default, all or any part of the principal and accrued interest on this Note shall become immediately due and payable at the option of the Department, without presentment or demand or any notice to the Borrower or any other person obligated hereon. The Department may exercise all rights and remedies provided by law, equity, this Note and the Debt Purchase Agreement. Time is of the essence with regard to all obligations in this Note and in the Debt Purchase Agreement. Failure to

exercise any remedy or right under the Debt Purchase Agreement or hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

11. ATTORNEY'S FEES. In the event the Department utilizes the services of an attorney in attempting to collect the amounts due hereunder or to enforce the terms hereof or of any agreements related to this indebtedness, or if any holder hereof becomes party plaintiff or defendant in any legal proceeding in relation to the property described in any instrument securing this Note or for the recovery or protection of the indebtedness evidenced hereby, the Borrower, its successors and assignees, shall repay to the Department, on demand, all costs and expenses so incurred, including reasonable attorney's fees, including those costs, expenses and attorney's fees incurred after the filing by or against the Borrower of any proceeding under any chapter of the Bankruptcy Code, or similar federal or state statue, and whether incurred in connection with the involvement of any holder hereof as creditor in such proceedings or otherwise.

12. NO DUTY BY THE DEPARTMENT. The Department is under no duty to preserve or protect any Collateral until the Department is in actual or constructive possession of the Collateral. For purposes of this paragraph, The Department shall only be considered to be in "actual" possession of Collateral when the Department has physical, immediate and exclusive control over the Collateral and has affirmatively accepted such control. The Department shall only be considered to be in "constructive" possession of the Collateral when the Department has both the power and the intent to exercise control over the Collateral.

13. WAIVER AND CONSENT BY THE BORROWER AND OTHER SIGNERS. Regarding this Note, to the extent not prohibited by law, the Borrower and all and any other signers waive demand, presentment for payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note or the release of any part primarily or secondarily liable hereon and further agree that it will not be necessary for any holder hereof, in order to enforce payment of this Note by any of them, to first institute suit or exhaust its remedies against any maker or others liable herefor, and consent to any extension or postponement of time or payment of this Note or any other indulgence with respect hereto without notice thereof to any of them.

14. AMENDMENT. The provisions contained in this Note may not be amended, except through written amendment which is signed by the Borrower and the Department.

15. INTEGRATION CLAUSE. This written Note and all documents executed concurrently herewith, represent the entire understanding of the parties as to the obligations and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

16. FURTHER ASSURANCES. The Borrower agrees, upon request of the Department and within the time the Department specifies to provide any information and to execute any, acknowledge and deliver and record or file such further instruments or documents as may be required by the Department to secure this Note or confirm any lien.

17. GOVERNING LAW. This Note shall be governed by the laws of the State of Florida.

18. FORUM AND VENUE. In the event of litigation pertaining to this Note, the exclusive forum, venue and place of jurisdiction shall be in the State of Florida, in the State Court, in the County of Leon.

19. DEFINITIONS. The Terms used in this Note, if not defined herein, shall have their meanings as defined in the Debt Purchase Agreement or other documents executed contemporaneously herewith.

20. ENFORCEABILITY. If any provision of this Note shall be held unenforceable or void then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Note.

21. NOTICE. All notices under this Note must be in writing.

BORROWER:

CITY OF TAVARES
a FLORIDA local government

By: _____
Mayor

(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

State of Florida Documentary Stamp Tax is not required on this Note.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 6, 2016

AGENDA TAB NO. 14
SUBJECT TITLE: Responding Resolution- 2016-11
Interlocal Service Boundary Agreement between the City of Eustis which initiated the action and the government entities which were invited to respond which include Lake County, the Cities of Mount Dora, Leesburg, Umatilla and the City of Tavares.

OBJECTIVE:

To obtain Council's approval of a Responding Resolution for an ISBA between the City of Eustis which initiated the action and the government entities which were invited to respond which include Lake County, the Cities of Mount Dora, Leesburg, Umatilla and the City of Tavares.

SUMMARY:

On March 17, 2016, the City of Eustis adopted Resolution 16-27, an "Initiating Resolution", inviting Lake County and the Cities of Mount Dora, Leesburg, Umatilla and Tavares to begin negotiations towards the entering of an Interlocal Service Boundary Agreement as authorized by Florida Statutes. At this point, the City of Eustis's proposed expanded area does not appear to impact or abut the City of Tavares' negotiated Service Boundary Area with the County. Representatives from the City of Tavares, however, should participate and attend the meetings, at least initially, with the other negotiating cities.

Florida Statute requires that, municipalities wishing to participate in the negotiations of an ISBA, adopt a resolution reflecting that desire. This proposed City of Tavares Resolution 2016-11 will satisfy that requirement and enable the City to participate in the negotiating process.

OPTIONS:

1. That City Council approves Resolution 2016-11.
2. That City Council denies Resolution 2016-11.

STAFF RECOMMENDATION:

Staff recommends that City Council approves Resolution 2016-11.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

This agenda summary has been reviewed for legal sufficiency.

RESOLUTION 2016-11

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, RESPONDING TO THE CITY OF EUSTIS'S RESOLUTION 16-27 REGARDING THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT PURSUANT TO PART II OF CHAPTER 171 OF THE FLORIDA STATUTES; ACCEPTING THE CITY OF EUSTIS'S INVITATION TO NEGOTIATE AN INTERLOCAL SERVICE BOUNDARY AGREEMENT; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted Resolution 16-27 on March 17, 2016 (the "Initiating Resolution"), inviting , Lake County and the Cities of Mount Dora, Leesburg, Tavares and Umatilla to begin negotiations towards the entering of an Interlocal Service Boundary Agreement as authorized by Florida Statutes; and

WHEREAS, Section 171,203, Florida Statues, provides for interested municipalities to participate in the negotiation of an Interlocal Service Boundary Agreement through the adoption of a responding resolution; and

WHEREAS, the intent of the statute is to encourage "intergovernmental coordination in planning, service delivery, and boundary adjustments"; and

WHEREAS, the City of Tavares desires to negotiate with the participating governing bodies concerning the unincorporated area of real property and service delivery for that unincorporated area;

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

Section 1. The City of Tavares, Florida hereby accepts the invitation to participate in the negotiation of an Interlocal Service Boundary Agreement between Lake County and the Cites of Eustis, Mount Dora, Leesburg, and Umatilla that was initiated by the City of Eustis through Resolution 16-27.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED _____ day of _____, 2016 by the Tavares City Council.

_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST

_____
Nancy A. Barnett, City Clerk

Approved as to form and legality:

_____
Robert Q. Williams, City Attorney

City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

March 18, 2016

John Drury
City Administrator
City of Eustis
201 E. Main Street
Tavares, FL 32778

RE: Interlocal Service Boundary Agreement

Dear Mr. Drury:

Please find enclosed a certified copy of City of Eustis Resolution No. 16-27 initiating the process for negotiation of an interlocal service boundary agreement. Pursuant to the resolution, copies have also been sent to the Lake County Manager and City Managers of the cities of Leesburg, Mount Dora and Umatilla.

On behalf of the Eustis City Commission, City Manager and residents, thank you for your assistance in this important matter.

Sincerely,

Mary C. Montez

Mary C. Montez
City Clerk
City of Eustis

Enc.

This is to certify that the below is a true and correct copy of City of Eustis Resolution No. 16-27, as approved by the Eustis City Commission at its regularly scheduled meeting of March 17, 2016.

Mary C. Montez

Mary C. Montez, City Clerk

RESOLUTION NO. 16-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, INITIATING THE PROCESS, PURSUANT TO §171.203, FLORIDA STATUTES, FOR NEGOTIATING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT; INVITING LAKE COUNTY, AND THE CITIES OF MOUNT DORA, LEESBURG, TAVARES AND UMATILLA TO PARTICIPATE; IDENTIFYING AN UNINCORPORATED AREA OF LAND TO BE DISCUSSED; IDENTIFYING ISSUES TO BE NEGOTIATED; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Part II of Chapter 171, Florida Statutes as an alternative for local governments regarding annexation of real property into a municipality; and

WHEREAS, in part, the intent of the Legislature is to "encourage intergovernmental coordination in planning, service delivery, and boundary adjustments"; and

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

WHEREAS, the City of Eustis desires to initiate negotiations of a Interlocal Service Boundary Agreement with Lake County, and the Cities of Mount Dora, Leesburg, Tavares and Umatilla concerning an unincorporated area of real property and service delivery for that unincorporated area;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, as follows:

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

Section 2: The City of Eustis invites Lake County, and the Cities of Mount Dora, Leesburg, Tavares and Umatilla, per the provisions of Chapter 171.203, Florida Statutes.

Section 3: The City of Eustis identifies for discussion the unincorporated area of real property depicted in Exhibit A which is attached hereto and incorporated herein.

Section 4: The issues for negotiation are as follows:

a. Designation of all or a portion of the unincorporated area depicted in Exhibit A as the Interlocal Service Boundary Area and Joint Planning Area;

b. Annexation of non-contiguous properties, annexation and

maintenance of right of way, development applications, land development regulations, comprehensive plan provisions, solid waste, fire hydrants, sharing of equipment and resources, E-911 system addressing standards, and fire and rescue services.

Section 5: That the City Clerk shall send a certified copy of this Resolution by United States certified mail to the County Manager of Lake County, Florida, the City Manager of the following cities: City of Mount Dora, City of Leesburg, City of Tavares and City of Umatilla, all in Lake County, Florida.

Section 6: That this resolution shall become effective immediately.

DONE AND RESOLVED this 17th day of March, 2016, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 17th day of March 2016, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

Elisa Bowers
Notary Public - State of Florida
My Commission Expires: 2/1/2020
Notary Serial No: FF956312

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content.

City Attorney's Office

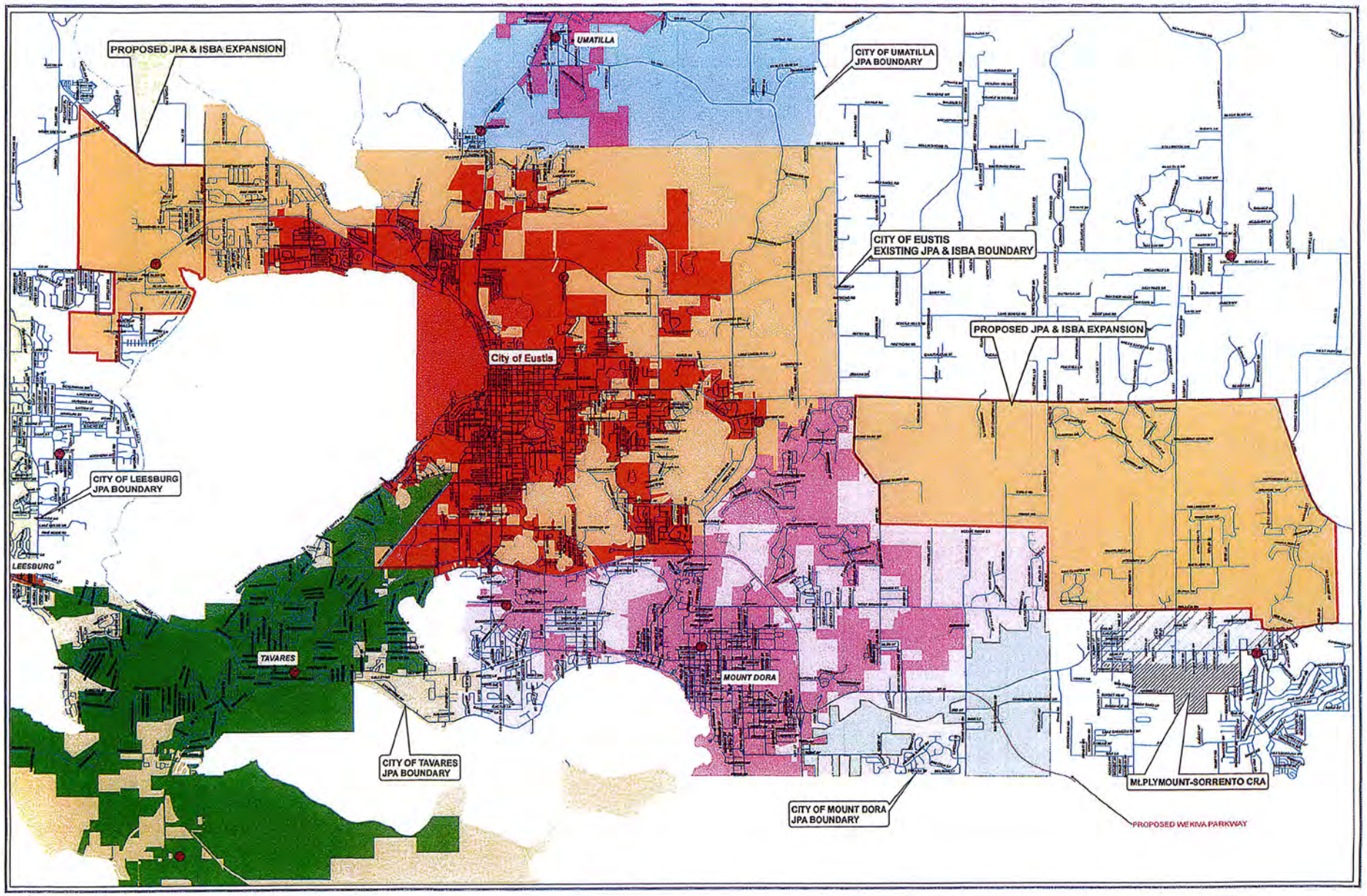
3/17/2016
Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 16-27 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Senior Service Center, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez

Mary C. Montez, City Clerk


PROPOSED JPA & ISBA EXPANSION
UMATILLA
CITY OF UMATILLA
JPA BOUNDARY
CITY OF EUSTIS
EXISTING JPA & ISBA BOUNDARY
PROPOSED JPA & ISBA EXPANSION
City of Eustis
CITY OF LEESBURG
JPA BOUNDARY
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TAVARES
MOUNT DORA
CITY OF TAVARES
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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 6, 2016

AGENDA TAB NO. 15
SUBJECT TITLE: Authorize State Revolving Fund Loan Agreement, Project WW350950, funding the Facility Plan for the Lake Frances Water & Wastewater Upgrades & Lift Station 49 Improvements

OBJECTIVE:

To consider approving agreement with Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Loan Agreement for the Lake Francis/Lift Station 49 Improvement Project, WW350950, and authorize the Mayor to execute the agreement.

P Point Source Water Pollution Control) for State Revolving Loan Funds in the amount of $20,000 plus capitalized interest and loan service fees, and with an interest rate of 1.15% to fund the Facility Plan for the Lake Francis and Lift Station 49 Upgrades/Improvements.

SUMMARY:

Previously on December 16, 2015, the City Council approved Resolution 2015-18 authorizing application to FDEP Point Source Water Pollution Control State Revolving Loan Fund for this project.

This Loan Agreement provides for disbursable funding in the amount of $20,000 at an interest rate 1.38% per annum from FDEP SRF Funding for Facility Study activities for Lake Frances & Lift Station 49 Upgrades Project No. WW350950. Capitalized interest and loan service fees will also apply. The total project is estimated at $4,200,000, but this agreement **only** represents Facility Plan Activities. Design and construction activity funding will be brought back to Council in the future for approval.

OPTIONS:

1. **Move to Approve** Florida Department of Environmental Protection State Revolving Loan Fund Agreement for the Lake Francis/Lift Station 49 Improvement Project, WW350950 in the amount of $20,000 at a rate of 1.38% plus capitalized interest and loan service fees, and authorize the Mayor to execute the agreement.

2. **Do Not Approve**

STAFF RECOMMENDATION:

3. **Move to Approve** Florida Department of Environmental Protection State Revolving Loan Fund Agreement for the Lake Francis/Lift Station 49 Improvement Project, WW350950 in the amount of $20,000 plus capitalized interest and loan service fees, and authorize the Mayor to execute the agreement.

FISCAL IMPACT:

Debt service requirements for this project were included in the 2014 Utility Study (approved by the City Council on November 19, 2014 provided by the City's rate consultant, Mike Rocca, of Raftelis & Assoc. Annual Debt Service obligations (**annual** debt service) is ***estimated*** at 1$,176.

(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 agreement for legal sufficiency.

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

March 21, 2016

Mr. Brad Hayes
Utilities Director
City of Tavares
2770 Woodlea Road
Tavares, Florida 32778

Re: WW350950 – Tavares
Collection & Transmission

Dear Mr. Hayes:

Attached is a copy of the proposed State Revolving Fund loan agreement for the City's Collection and Transmission project.

Please have the appropriate officials sign and seal two copies, and return them to us within three weeks at 3900 Commonwealth Boulevard, Mail Station 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call Hana Juman at (850) 245-2920.

Sincerely,

Tommy Williams for

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/fj

Attachment

cc: John Drury – City of Tavares
Terri Lowery – Jones Edmunds & Associates, Inc.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF TAVARES, FLORIDA

CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
WW350950

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND PLANNING LOAN AGREEMENT

WW350950

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF TAVARES , FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Laws of Florida, the Department is authorized to make loans to local governmental agencies to finance the planning of wastewater pollution control facilities; and

WHEREAS, funding is provided from the State Revolving Fund program repayments and interest, which are Federally protected but which are subject to state audit requirements; and

WHEREAS, the Local Government has made application for the financing of Planning Activities, and the Department has determined that all requirements for a Loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Construction Related Costs" shall mean costs for Project construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and Capitalized Interest associated with the foregoing costs.

(5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(7) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(8) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(9) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(11) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(13) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(16) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the

satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(17) "Project" shall mean the construction of facilities planned through the Planning Activities. The Project shall be defined more specifically if the Agreement is amended.

(18) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(19) "Senior Revenue Obligations" shall mean the following debt obligations:

(a) City of Tavares, Florida, Utility System Refunding Revenue Bonds, Series 2012A, issued in the amount not to exceed $4,725,000, pursuant to Master Utility System Bond Resolution No. 2012-17; and

(b) City of Tavares, Florida, Utility System Improvement Revenue Bonds, Series 2012B, issued in the amount not to exceed $3,000,000, pursuant to Master Utility System Bond Resolution No. 2012-18; and

(c) Additional bonds issued on a parity with the bonds identified above pursuant to Section 18(Q) of Master Utility System Bond Resolution No. 2012-17; and

(d) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(20) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(21) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any

law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake Planning Activities and the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning or administrative activities financed by this Loan or its operation of Project facilities.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues;

or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, in effect for the facilities generating the Pledged Revenues, adequately covers the customary risks to the extent that such insurance is available; and (d) any given year in which Loan funds are received, the Local Government shall submit certification that the revenue generation system is in conformance with 2.01(14) and Chapter 62-503.700(2)(h)3, Florida Administrative Code.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to complete the Planning Activities and, if included by an amendment to this Agreement, the Project, in accordance with the Planning Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of completing planning or administrative activities in order to construct facilities which will, in all events serve a public purpose.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$20,000	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $500,000 threshold has not been met. In the event that the Local Government expends less than $500,000 in state financial assistance in its fiscal year, and elects

to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen.

(e) The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department of Environmental Protection at the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

Electronically:
FDEPSingleAudit@dep.state.fl.us

(a) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(b) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 unless the date is revised by amendment of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. RESERVED.

4.02. RESERVED.

4.03. RESERVED.

4.04. RESERVED.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this or subsequent Loans, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Planning Activities. The Local Government also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department may conduct a final inspection of the Planning Activities records, or if this Agreement is amended to fund Construction Related Costs, the Department shall conduct a final inspection of the Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. After the Department establishes the final Planning Activities costs to be financed by the Loan, the amount may be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay the approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for allowable invoiced costs.

Requests by the Local Government for disbursements of the Planning funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Water or Sewer Systems so as to materially and adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Local Government shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to

discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on

the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Obligations defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to offices and other sites where Planning Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final costs, financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds by the date set in Section 10.07 for establishing the Loan Debt Service Account. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The U.S. Environmental Protection Agency has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.08. RESERVED.

8.09. RESERVED.

8.10. RESERVED.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is $20,100, which includes $20,000 to be disbursed to the Local Government and $100 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $400 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $20,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final Loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayments following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due. A service fee assessed in a final amendment occurring later than six months before the first Semiannual Loan Payment date would not accrue Capitalized Interest charges.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 1.38 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is .69 percent per annum and the Grant Allocation Assessment rate is .69 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before April 1, 2015, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of $588. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) shall also be computed on the unpaid balance of the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on May 15, 2017, and semiannually thereafter on November 15 and May 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $20,500, which consists of the Loan principal plus the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that actual Project costs and Planning Activities costs have not been determined as of the effective date of this Agreement. An adjustment to the Planning Activities costs may be made based on engineering contract prices and the limitations in paragraph 62-503.300(2)(a), Florida Administrative Code. Failure to provide information for preparation of the Environment Information Document prior to the date specified in Section 10.07 may cause adjustment of the Planning Activities costs. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final amount, and Project costs if financed by this Loan, shall be established in the final amendment. Changes in the Planning Activities or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Planning Activities and related costs:

CATEGORY	COST($)
Planning Activities costs	20,000
SUBTOTAL (Disbursable Amount)	20,000
Capitalized Interest	100
TOTAL (Loan Principal Amount)	20,100

The listed Planning Activities cost is based on estimated construction costs of $20,000, which excludes Capitalized Interest.

10.07. SCHEDULE.

All Planning Activities shall be completed no later than the date set forth below.

(1) This Agreement shall be effective on August 12, 2015. Invoices submitted for work on or after this date shall be eligible for reimbursement.

(2) Completion of all Planning Activities for all Project facilities proposed for loan funding no later than November 15, 2016.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2016.

(4) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning February 15, 2017, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

(5) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of $588 shall be due May 15, 2017.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW350950 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for

CITY OF TAVARES

_____

Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____ _____

City Clerk City Attorney

SEAL

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____

Secretary or Designee Date

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 6, 2016

AGENDA TAB NO. 16

SUBJECT TITLE: Replacing Roof at Fire Station #28

OBJECTIVE:

To select replacement roof material for Fire Station #28

SUMMARY:

$36,000 was approved in the current budget year FY16 for a standing seam metal roof replacement similar to the roof presently in place on the Tavares Train Depot and Station. A quote of $31,500 was received by the Purchasing Agent for this project (see attached). The City Administrator directed staff to form a committee, to include the Tavares Historical Society, for discussion of roof material options before moving forward. The Historical Society conducted research on the topic and determined that a barrel style metal roof material would be the more historically correct and was definitely their preference (see attached letter from Historical Society). A quote was received by the Purchasing Agent in the amount of $49,900 (quote attached) for the specified barrel style metal roof material.

Staff offers Council two (2) options for consideration:

OPTIONS:

Option #1 Authorize staff to enter into a contract with the lowest responsive formal quote for the re-roofing of Fire Station #28 (Old Train Depot) using standing seam metal roof material at a cost of $31,500.

Option #2 Authorize staff to enter into a contract with the lowest responsive formal quote for the re-roofing of Fire Station #28 (Old Train Depot) using a barrel style metal roof material at a cost of $49,900.00.

STAFF RECOMMENDATION:

Option #2 Authorize staff to enter into a contract with the lowest responsible bidder for the re-roofing of Fire Station #28 (Old Train Depot) using a barrel style metal roof material at a cost of $49,900, utilizing $13,900 from General Fund Reserves to fully fund the project.

FISCAL IMPACT:

Funding of $36,000 was approved for this project in the Fire Department Budget (Account #001-2201-522-62-20 Buildings)

Additional funding of $13,900 from General Fund Reserves
General Fund Reserves are estimated at $1,031,645 or 7.1% of Operating Expenditures. The GFOA Recommends a reserve level between 5 and 20 percent of the operating fund budget.

LEGAL SUFFICIENCY:

This summary is Legally Sufficient

Historical Society of Tavares

February 19, 2016

Chris Thompson
City of Tavares
Tavares, Fl. 32778

Dear Chris:

After I submitted the proposals we had gotten for the metal roofing and shingles, I realized I didn't state the color that we wanted.

We researched the original roofing and feel confident that the depot had metal roofing on it when built. We would like to see that on it rather than shingles, if possible. We really like the Terrabella style in the terracotta color.

Thank you for all your help in this matter.

Sincerely,

Brenda Smith

Brenda Smith
President
Historical Society of Tavares

Preserving Our Heritage...

121 E. Alfred Street • Tavares, FL 32778

EUSTIS ROOFING CO.

established in 1959

56 celebrating YEARS

ACCREDITED BUSINESS BBB

15312 Old 441 Tavares, Florida 32778
Phone: (352) 343-4240 or 343-7668
Fax: (352) 742-1173
email: info@eustisroofingcompany.com
www.eustisroofingcompany.com
LC # CCC1330258

Proposal Submitted To		PHONE	DATE
Tavares Fire Department		516-3260	3/17/15
STREET: 424 E. Alfred Street		JOB NAME	
CITY, STATE AND ZIP CODE: Leesburg, FL 34788		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

1. Remove the existing roof and inspect the decking. Renail as needed to meet code.
2. Install a Atlas Polyseal membrane underlayment.
3. All perimeters, valleys and all flashings will be sealed with roof cement.
4. Install new flashings as needed to make a tight and waterproof job.
5. Install new metal drip edge.
6. Install a PBR Panel metal roof system, owners choice of color. (standard stock colors)
7. There will be a half inch overhang of metal around the building to prevent backdrip.
8. All valleys to be enclosed with a Polyseal Membrane underlayment.
9. Installation of all new vents and lead stacks.
10. Installation of ridge vents for roof ventillation.
11. Any rotten wood and/or faulty structural components will be done on a time and material basis. ($45/hr. & cost of materials)
12. Any rubbish created by the workmen will be removed from the premises. A power magnet will be dragged.
13. A 30 Year Warranty on the metal will be issued to the owner from the Manufacturer upon completion of the job.
14. Eustis Roofing Co., Inc. guarantees all workmanship for five years.
15. After final payment a final release of lien waiver will be issued upon your request.
16. All job site crew members are directly employed by Eustis Roofing Company. No sub-contracting or leased workers on job site.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS---------- dollars ($ 31,500.00).

Payment to be made as follows:

PAYMENT IN FULL IS DUE UPON COMPLETION OF THE JOB.

A SERVICE CHARGE OF 1.5% PER MONTH SHALL BE ASSESSED TO ALL AMOUNTS 30 DAYS OVERDUE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Eustis Roofing Company shall be entitled to recover any and all expenses incurred in the enforcement of the terms herein whether or not formal legal action is commended, including, but not limited to, a reasonable attorney's fee and court costs. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.. Our workers are fully covered by Workmen's Compensation Insurance. I understand that by signing this agreement, I am entering into a legal and binding contract with Eustis Roofing Company.

Authorized Signature EUSTIS ROOFING COMPANY, INC. this proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

EUSTIS ROOFING CO.

established in 1959

50 celebrating YEARS

ACCREDITED BUSINESS

15312 Old 441 Tavares, Florida 32778
Phone: (352) 343-4240 or 343-7668
Fax: (352) 742-1173
email: info@eustisroofingcompany.com
www.eustisroofingcompany.com
LC # CCC1330258

Proposal Submitted To John Rumble		PHONE 742-6131	DATE 3/2/16
STREET Tavares Fire Department		JOB NAME Decra Villa Tile	PRJ # 1711
CITY, STATE AND ZIP CODE		JOB LOCATION 424 E. Alfred St., Tavares FL	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

1. Remove the existing roof and inspect decking. Renail deck as needed to meet code.
2. Application of 30# UL felt underlayment followed by a High Temp- Polyseal membrane underlayment.
3. All perimeters, valleys and all flashings will be sealed with roof cement.
4. Installation of new metal drip edge, white.
5. Install new flashings as needed to make a tight and waterproof job.
6. All valleys and crickets to be enclosed with a PolySeal rubber membrane underlayment.
7. Install a DECRA Villa Tile Roof system, choice of color.
8. A Warranty from the Manufacturer, Decra will be issued upon completion of the job.
9. Installation of all new kitchen vents and lead stacks, to replace the existing.
10. Installation of roof ventilation.
11. Any rotten wood and/or faulty structural components will be replaced on a time and material basis. ($45/hr. & cost of materials)
12. Any rubbish created by the workmen will be removed from the premises. A power magnet will be dragged.
13. Eustis Roofing Co., Inc. guarantees all workmanship for five years.
14. Eustis Roofing Co., Inc. will obtain all necessary building permits.
15. After final payment a final release of lien waiver will be issued upon your request.
16. All job site crew members are directly employed by Eustis Roofing Co., Inc. No subcontracting or leased workers on job site.
17. Draws for payment will be issued in increments: 1.) Time of job commencement: $ 16,000.00 2.) 50% of job completion: $ 16,000.00 3.) Job completion: Final balance due

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

FORTY NINE THOUSAND NINE HUNDRED DOLLARS---------- dollars ($ 49,900.00).

Payment to be made as follows:

PAYMENT IN FULL IS DUE UPON COMPLETION OF THE JOB.

A SERVICE CHARGE OF 1.5% PER MONTH SHALL BE ASSESSED TO ALL AMOUNTS 30 DAYS OVERDUE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Eustis Roofing Company shall be entitled to recover any and all expenses incurred in the enforcement of the terms herein whether or not formal legal action is commenced, including, but not limited to, a reasonable attorney's fee and court costs. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. I understand that by signing this agreement, I am entering into a legal and binding contract with Eustis Roofing Company.

Authorized Signature EUSTIS ROOFING COMPANY, INC., this proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

TAVARES

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 6, 2016

AGENDA TAB NO. 17

SUBJECT TITLE: Selection of Commercial Real Estate Broker for the Tavares Square Property.

OBJECTIVE:

For Council to approve selection of a professional Commercial Real Estate Broker to assist with the sale and redevelopment of the Tavares Square property.

SUMMARY:

Previously at the November 18, 2015 City Council meeting, Council authorized staff to develop a Request for Proposals (RFP) to solicit interest from Commercial Real-estate Brokerage firms to represent the city on the sale and redevelopment of the Tavares Square property (see attached Agenda Summary).

The attached RFP was published on December 27, 2015 with proposals due March 15, 2016. The solicitation was advertised through Website, local newspapers and direct mail to local brokerage firms. Proposals (attached) were received from three (3) firms:

- Caldwell Banker Commercial Crown Group, Mt. Dora, Fl
- Colliers International of Central Florida, Orlando, Fl
- Redevelopment Management Associates (RMA), Pompano Beach, Fl

The Tavares Square Horizon Committee has reviewed and ranked the proposals and will present their selection recommendation to Council.

OPTIONS:

1) Approve the Tavares Square Horizon Committee recommendation of a Commercial Real Estate Broker for the sale and redevelopment of the Tavares Square Property.
2) Do not approve the Horizon Committee selection of a Commercial Real Estate Broker for the sale and redevelopment of the Tavares Square Property.

STAFF RECOMMENDATION: Option 1: Move to approve the Horizon Committee recommendation for selection of a Commercial Real Estate Broker for the sale and redevelopment of the Tavares Square Property.

FISCAL IMPACT: There will be no expenditure of funds associated with this selection. A commission fee based on percentage of sale price will be negotiated and included in the contract.

Attachment

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 18th 2015

AGENDA TAB NO. 11

SUBJECT TITLE: Approval to solicit Request for Proposals (RFP) to retain Commercial Real Estate Broker Services for the sale and redevelopment of the Tavares Square Property.

OBJECTIVE:

To obtain Council approval to solicit a request for proposals (RFP) to engage the services of a professional Commercial Real Estate Broker to assist with the sale and redevelopment of the Tavares Square property consistent with the "Downtown Tavares Redevelopment Master Plan" that the City Council and City Citizens created in 2008.

SUMMARY:

The City and its stakeholders, through its visioning process determined that in order to realize a successful downtown core, the center of the city needed to be revitalized and thus the 2008 *Downtown Redevelopment Master Plan* was developed to implement the vision and provide a road map for this redevelopment initiative. Two (2) of the many recommendations that came from the plan was to 1) relocate and consolidate County Governmental buildings and services to the Lake County Government Campus and 2) to redevelop the Lake County Clerks building site. In order to accomplish this recommendation, the City Council authorized the purchase of the former Lake County Clerk of Courts Records Center building from the Lake County. That sale was closed in May of 2015, the County Clerk relocated its operations to the County Campus, the City took possession of the property, is demolishing the building and has advertised it for redevelopment in several outlets including newspapers and websites.

Although much interest has been received, no formal proposals to redevelop the property has materialized and thus it is recommended that the city take its redevelopment efforts to the next level by engaging the services of a professional Commercial Real-estate brokerage firm that has a successful track record in unban infill redevelopment projects. The brokerage firm would be expected to place the project in appropriate commercial real-estate investment outreach periodicals, proper pricing strategies and guide investors through the understanding and appreciation of the City's redevelopment goals outlined in its visioning process and Downtown Master Plan.

Therefore, staff seeks authorization to develop a Request For Proposals (RFP) and solicit interest from Commercial Real-estate Brokerage firms to represent the city on this redevelopment project. Staff would present the proposals to the City Council for review and selection after which fees would be negotiated and brought back to Council for final approval.

OPTIONS:

1) Approve staff's request to solicit a Request for Proposal (RFP) for retaining the services of a Commercial Real Estate Broker for the sale and redevelopment of the Tavares Square Property.
2) Do not approve staff's request to solicit a Request for Proposal (RFP) to retain the services of a Commercial Real Estate Broker for the sale and redevelopment of the Tavares Square Property.

STAFF RECOMMENDATION: Option 1: Move to solicit a Request for Proposal (RFP) for retaining the services of a Commercial Real Estate Broker for the sale and redevelopment of the Tavares Square Property.

FISCAL IMPACT: There will be no expenditure of funds associated with the development and solicitation of the RFP. A contract and fee schedule will be negotiated and approved by council upon completion of the RFP process.

America's Seaplane City™

RFP FOR REAL ESTATE MARKETING AND BROKERAGE SERVICES

The City of Tavares seeks a real estate firm specializing in commercial real estate to provide brokerage and marketing services for property owned by the City located at 122 East Main St Tavares 32778. It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Contract with The City of Tavares to supply real estate services as outlined herein. The initial properties consist a total of 1.53 acres located centrally in the city. The firm is expected to meet the redevelopment objective of the City to create a people friendly City center that reflects the vision of the city, therefore having a global reach will be important. The firm is expected to place the project in appropriate commercial real-estate investment outreach periodicals, develop proper pricing strategies and guide investors through the understanding and appreciation of the City's redevelopment goals outlined in its visioning process and Downtown Master Plan. The firm will be responsible to market the properties to budding entrepreneurs, existing firms and new firms seeking a new mid Florida location . The property is complete with water, sewer, and broadband infrastructure.

Background

TAVARES: The Capital waterfront City of Lake County; building on a historic foundation; creating an authentic, accessible community of neighborhoods, businesses, and citizen services; distinguishing itself as the defining vision of where you want to be.

In 2007, Tavares residents, business owners, public officials and community stockholders met in a series of workshops to discuss the City's future. The result of these meetings was the development of the City's vision for the future (quoted above) and a clear, decisive plan for implementation. Tavares City Council approved and adopted the Downtown Redevelopment Master Plan in August 2008.

Prop Shop at the Woodlea House

The Tavares Train Station

Over the past six years the City of Tavares has been implementing various components of the adopted Downtown Redevelopment Master Plan. The rebranding of the City to "America's Seaplane City®" kicked off the redevelopment program. Wooton Park, the City's valuable waterfront asset located immediately south of downtown Main Street, was completely re-developed. This project included the development of an FAA approved virtual seaplane runway on the lake, a historic replica of the Woodlea House serving as the airport terminal building (pictured right), fueling facilities, marina, infrastructure for special events, and a seaplane themed children's splash park. A historic replica of the City's train station was constructed (pictured above) followed by the construction of a special events facility, the Tavares Pavilion on the Lake (pictured below), yet another historic rebuild.

Tavares Pavilion on the Lake

In addition to these iconic buildings in downtown Tavares, the overall infrastructure has been enhanced; roads have been upgraded, with beautifully decorated traffic circles inserted into Main Street. Modern utility infrastructure was also installed. A large parking garage was constructed in addition to a centralized Governmental Campus and judicial complex.

This resulted in substantial investment into the downtown by the private sector including the development of three new multi story boutique hotel buildings, seaplane tours and flight training operation, a seaplane manufacturing facility, restaurants, bars, air shows, more than 20 new downtown special events, a scenic historic train tour operation, and the creation of an "Entertainment District" which permits the carrying of alcoholic beverages along sidewalks. This downtown "Renaissance" period continues as new businesses and visitors discover Tavares every day.

Area Information

"Small town charm, friendly atmosphere, responsive local government and close proximity to major cities, like Orlando, Tampa, Miami and Jacksonville, make Lake County the perfect location to live, work and play."

Tavares serves as the county seat of Lake County, offering a thriving business location with multi-modal transportation opportunities. Tavares is located in the center of Lake

City of Tavares

Population:
13,951

Largest Employers:
Florida Hospital Waterman

Lake County Board of County Commissioners

Lake County Sheriffs

Lake County Public Schools

Lake County

Population:
297,052

Population Density:
257

Households:
121,289

Housing Units:
144,996

Mean Income:
$56,000/year

County and the State of Florida. Our transportation infrastructure of roads, rail, air, water, golf cart friendly streets and public transportation makes the Tavares location an ideal spot for any business that desires quick access to the East and West coast of Florida in addition to our nation's air transportation system. The City is building a strong and diverse business base that will meet the needs of its growing community. The new Florida Waterman Hospital and growing medical park has created a great employment base for Tavares.

Downtown Tavares offers a steady customer base from the County Administration, Sheriffs and Fifth Judicial Circuit Court employees. The City of Tavares annual event season attracts diverse crowds on weekends. In -state and out-of-state visitors come to Downtown Tavares to take part in one of the many events. The City features 5ks, air shows, fishing tournaments, jet ski races, classic boat shows, boat regattas, historical reenactments, dragonboat festivals, and arts and cultural fairs. The annual event season grows in attendance and volume each year, building upon regular attendees while attracting many first-timers to the downtown. The 2014 opening of the Tavares Pavilion on the Lake has added to downtown activity offering a premiere one of a kind venue for events. This new downtown feature is spurring business opportunities in the event hosting and wedding businesses, and drawing more interest and traffic into downtown Tavares.

Lake County offers small-town charm with the pleasure and convenience of a major metropolitan area being only a short distance from Orlando. The mild sub-tropical year round climate paired with an abundant natural resources and eco-tourism makes for a delightful, outdoor centric atmosphere. Recreation is king in Lake County with over 1,000 bodies of water, 950 acres of park land and miles of paved recreational trails. Premeire golf courses, nationally acclaimed arts and cultural festivals and every kind of water front activity can be found here.

The City of Tavares along with Lake County place tremendous focus on the economic development and support of exisiting businesses. This commitment to business support is paired with our talented labor force, affordable business environment and access to markets, ports and airports makes Lake County built to service the needs of any company.

Project

"The Tavares Square will reinforce the significance of the Waterfront Entertainment District, as the major attraction and entertainment spine of the downtown."

The Downtown Tavares Redevelopment Master Plan ("Master Plan") identifies the development of Tavares Square, an urban plaza with pedestrian amenities connecting to the waterfront. This component of the Tavares Downtown Redevelopment Master Plan is described as a "mixed use urban pedestrian oriented plaza: ...

Artist's Rendering of the Tavares Square

Retail, Residential, Office, Cultural Center, Recreation, Entertainment, Public Amenities"[1]

The City of Tavares invites developers to assemble a team of qualified professionals to submit proposals to purchase a City block and redevelop it into a privately held multi-purpose town plaza that is in keeping with the Downtown Tavares Redevelopment Master Plan (see map of City block on next page).

The property is located diagonally across from the Tavares City Hall, at the intersection of Rockingham Avenue and Main Street. The City of Tavares has purchased 3/4ths of the City block from Lake County for the appraised value of $1,085,000 (see Exhibit B: Appraisal)

The property that the City owns consists of the better part of an entire city block (pictured right, outlined in red). The property is a total 1.53 acres. Two other private homes are situated in the southwest corner of the property (see Exhibit C: Property Information).

The City seeks to have a developer purchase the property from the City and have that developer redevelop it into Tavares Square. The resulting project would include:

- Creation of some open public space
- Development of a multi story complex (Note: Current zoning permits 84 ~~60~~' high buildings for this area)

The major factors driving this project are the desire of the community to create a central place in downtown Tavares that provides a new pedestrian plaza defined by mixed-use buildings to visually and physically connect Main Street to the waterfront. The proposed plaza will reinforce the significance of the Waterfront Entertainment District, as the major attraction and entertainment core of the downtown. The intent is to facilitate the transformation of the district to evolve from the present configuration to a more formalized urban waterfront venue. The design and programming of the plaza could include elements such as a destination cultural facility with a heritage or natural resource museum, farmers market, arts and crafts fairs, public access restroom facilities, and mixed-use linear buildings with sidewalk cafes framing the plaza

[1] Tavares Downtown Redevelopment Master Plan. Page 102, Page 111-2F
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Lake County Record's Building – Facing South, along Main Street

Site as of 12-4-2015

Guiding Principles

America's Seaplane City – Tavares, Florida embraces creativity, the use of the imagination, original ideas, inventiveness, innovation, artistic expression, and entreprenurialship – "the ability to see something in a way it hasn't been seen before" and thus, is limiting its input on shaping the proposals so that each proposal can be pure in its creativity. Tavares desires to receive proposals that, where their place of beginning is rooted in the Citizen's adopted plans, this is but a mere starting point from which creative proposals are born. What they develop into is what the City is most interested in.

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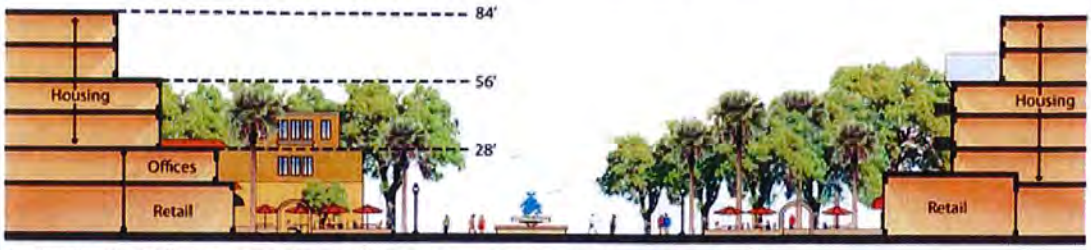
Sample guiding principle in Downtown Redevelopment Master Plan on Bulk Control and Stepback Recommendations



Bulk Control and Stepback Recommendations: Conceptual Section showing proposed plaza with building setbacks and stepbacks.

Fiscal Considerations

The City of Tavares does not desire to expend any funds for the direct development of the Tavares Square project beyond the purchase of the property and razing the Lake County Records building, creating a "blank sheet of paper" for proposers to work fron. The City looks to sell the realestate to a qualified investor/developer in return for guarnteed fiscally sound redevelopment project that is privately held.. It would be the investors/developers funds to expend on re-developing the property. While the City desires to recoup its expenses from the purchase of the Clerk's Records building, it is not the City's primary mission. The City recognizes that there is a balance that needs to be had including the following key aspects:

- Incorporating open public space
- Possible purchase and assembly of other properties in the area to make the project "whole"
- Cost to develop a multistory complex, an expectation of a reasonable return on investment (ROI) in favor of the investor/developer
- Economic impacts for the City - not just in new property tax revenues (Note: The property is currently tax exempt), but in the creation of new businesses, job growth, the additional visitors it will bring to Tavares and its positive impact on the overall quality of life for its citizens as a contributor to a new "destination".

Assurances

The City of Tavares seeks assurances that the selected proposal is fully implemented and executed as presented and thus seeks fiscal consideration in the event the proposal is not implemented as presented in the manner and timeframes put forth. Again, the City is open to creativity in this area of assurance however, in the end, the City will be looking most favorably on those proposals that provide the greatest assurance that the project is implemented and completed as proposed.

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Request for Proposals

To be considered, five (5) copies of the proposal must be received by the City Of Tavares "*Proposal – Real Estate Brokerage Services*". Selection will be made by March 15th 2016.

The real estate firms fees will be negotiated and the firm will be expected to work closely with the City's economic development personnel and provide monthly reports to the Economic Development Manager.
THE CITY OF TAVARES reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of THE CITY OF TAVARES.

An informational meeting will be held on **January 12th at 10:00 a.m.** in the Tavares City Hall Council Chambers 201 East Main St 32778 contact jrumble@tavares.org.

A. SCOPE OF SERVICES

The successful firm shall agree to contract with the City of Tavares to provide the following:

· Perform market analysis,
· Develop strategies for sale of properties,
· Work with the Economic Development Director to negotiate the sale of properties with buyers and prospects,
· Coordinate real estate appraisals
· Coordinate real estate transaction closings
· Handle all other customary activities and services associated with real estate transactions. Attendance and presentations at meetings of the City of Tavares Council may be Required

B. BROKER'S QUALIFICATIONS

Respondents to this RFP shall have the following qualifications:

· Must be licensed and in good standing with the Florida Real Estate Commission.
· Must have an excellent reputation in the real estate community.
· Must be knowledgeable in the local real estate market and have experience with small and large commercial properties.
· Must be knowledgeable in the use of all public real estate records.

C. INSURANCE REQUIREMENTS

For proposal purposes, proposers must submit copies of certificates of insurance for general liability and workers compensation. The successful contractor must provide original certificates prior to commencing services.

D. FEE SCHEDULE

The proposed fee schedule shall include the following items:

· State your commission rate for selling properties.

E. TERM OF CONTRACT

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The contract period for the successful broker/firm will be from date of award for one year with renewable options up to three additional one year terms. The contract may be terminated by either party with 60 (sixty) days prior notice.

F. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit THE CITY OF TAVARES to award a contract. THE CITY OF TAVARES reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

G. ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

H. SELECTION CRITERIA

1. Knowledge of local real estate market and Central Florida region.
2. Global reach for marketing the property.
3. Commercial real estate experience, qualifications and references.
4. Proven commercial real estate track record.
5. Knowledge of various industry sectors.
6. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP.
7. Fee schedule
8. Completeness of response to RFP as outlined in this solicitation.

I. RFP SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve THE CITY OF TAVARES's objectives.

The following information must accompany your proposal:

1. List years in business, previous names of the firm, if any.

2. Description of your firm, including size of firm, location, number and nature of the professional staff to be assigned; staff experience and training, including a brief resume for each key person listed.

3. Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience.

4. Experience in assisting similar size entities, including any and all services for government agencies.

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5. List of at least three references where and when your firm provided similar services. Please provide names and telephone numbers of contact persons for each reference.

6. Additional services offered through your firm.

7. Listing of current litigation, outstanding judgments and liens, if any.

8. Fee schedule:
   - State your proposed commission rate for sales and leases.
   - State any other costs THE CITY OF TAVARES may anticipate relating to the real estate services to be provided.

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Agents solicited by mail

Tyre & Taylor Commercial Realty

2500 S Bay St #2

Eustis 32726

ERA Tom Grizzard, Inc.

600 N Donnelly St

Mt Dora 32757

(352) 735-4433

Exit Realty Tri-County

18610 US-441

Mt Dora Fl, 32757

Coldwell Banker Camelot Realty

Real Estate Agency

1898 N Donnelly St

Mt Dora Fl 32757

Carlino Commercial Group Inc

118 N 14th St

Leesburg, FL 34748

Coldwell Banker Commercial

1645 FL-50

Clermont, FL 34711

Avalar Real Estate Services

17301 Pagonia Rd #300

Clermont, FL 34711

ERA Grizzard Commmercial

840 CR 466

Lady Lake, FL 32159

Rock Springs Realty

3780 Rochelle Ln

Apopka, FL 32712

Exit Realty Professionals Elite

Real Estate Agency

300 E Hwy 50

Clermont, FL 34711

Dan Peele

Commercial Real Estate Agency

165 Sabal Palm Dr #171

Longwood, FL 32779

Re/Max Realty Center: Ronald A. Blouin

Real Estate Agents

2754 Dora Ave

Tavares, FL 32778

Keller Williams Realty

17350 SE 109th Terrace #2

Summerfield, Florida 34491

Orlando Sentinel

OrlandoSentinel.com

Order ID: 3841973

Print

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GROSS PRICE * : **$275.00**

* Ag

PACKAGE NAME: Orlando Sentinel

Product(s): Orlando Sentinel, Affi

AdSize(s): 1 Column,

Run Date(s): Sunday, December 27

Color Spec. B/W

Preview

ADVERTISEMENT FOR REAL ESTATE BROKERAGE SERVICES

PROPOSAL NO. 2016-0008

Separate sealed Proposals are invited by the City of Tavares, to be received at the office of the City Clerk, 201 E. Main Street, Tavares, FL 32778, so as to be received not later than until 2:00 p.m., (Local Time), Friday, January 29, 2016.

Please provide one (1) original and six (6) copies and one (1) digital copy preferably in PDF format. Digital copy may be submitted up to one week after bid close.

Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 p.m. The Project work to be performed under this Contract includes, but is not limited to:

The City of Tavares seeks a real estate firm specializing in commercial real estate to provide brokerage and marketing services for City-owned property located at 122 East Main Street, Tavares, Florida 32778.

All brokers intending to bid on the project should attend a pre-bid conference January 12, 2016 at 10:00 a.m. at the Tavares City Hall Council Chambers, located at 201 East Main Street, Tavares, FL 32778.

Orlando Sentinel

OrlandoSentinel.com

Order ID: 3841973

GROSS PRICE * : **$275.00**

PACKAGE NAME: Orlando Sentinel

The Proposal Documents may be examined at the following location(s):

Copies of contract bid documents consisting of bidding requirements, contract forms, conditions of the contract, specifications, and drawings may be examined at Tavares City Hall, 201 E Main St., Tavares, Florida, Telephone (352) 742-6131. Bidders with access to DemandStar.com can obtain the front end documents by calling 1-800-711-1712 (or on the web at http://www.demandstar.com).

Copies of the Proposal Documents may be obtained at the Issuing Office:

Construction specifications and engineering plans may be obtained from John Rumble, Purchasing Manager at Tavares City Hall, 201 E Main St., Tavares FL 32778; email: jrumble@tavares.org; phone: (352) 742-6131; or fax: (352) 742-6001

John Rumble, Purchasing Manager
City of Tavares
Tavares, FL

LAK3841973 12/27/15

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 6, 2016

AGENDA TAB NO. 18

SUBJECT TITLE: Ribbon Cutting Ceremony for Limelight Project

OBJECTIVE: To hear a presentation on the ribbon cutting ceremony anticipated for the *Step Into the Limelight* project.

SUMMARY: To introduce the city's first public performing art project to the community, staff is planning to develop a ribbon cutting ceremony for Friday, May 13, 2016 beginning at 7:00 p.m.

OPTIONS:

1) To approve the ribbon cutting ceremony
2) To not approve

STAFF RECOMMENDATION: Move to approve the ribbon cutting ceremony and authorize staff to proceed.

FISCAL IMPACT: Expenses will be covered by the Art Budget and the Recreation Budget.

LEGAL SUFFICIENCY: n/a

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
April 6, 2016

AGENDA TAB NO. 19
SUBJECT TITLE: City Administrator Report

OBJECTIVE: To inform Council on city related matters.

SUMMARY: Will be presented at meeting

CITY OF TAVARES PUBLIC MEETINGS

Tavares Library Board	*April 20, 2016 – 2:00 p.m. – Library Conference Room*
City Council Regular Meeting	*April 20, 2016 – 4 p.m.(City Council meetings held 1st and 3rd Wed. of the month) – City Council Chambers*
Planning & Zoning Board	*April 21, 2016 – 3 pm – City Council Chambers*
Code Enforcement Special Master Hearing	*April 26, 2016 – 5:30 p.m.*
Police & Fire Pension Board Meetings	*September 16, 2016 – 1:30 – 3:30 – City Council Chambers*

CITY SPONSORED OR AFFILIATED EVENTS

Steamboat Meet	*April 3-8 – Wooton Park*
Power Boat Races	*2nd Annual Grand Prix of the Seas – April 8-9, 2016*
Hydro Cross Jet Ski Races	*April 16-17, 2016*
Planes, Trains & BBQ & Seaplane Fly-In	*April 30 – May 1, 2016*
Senior Shakedown Party	*May 2, 2016 – 1:00pm – 3:00pm – Tavares Civic Center – Free Admission – Call 742-6477 (First Monday of the month)*
May 5, 2016	*Mother & Sons "Knight" Out – 5:30 – 8:30 pm – Pavilion on the Lake*
Public Works Expo	*May 14, 2016*
Employee Picnic	*May 27, 2016*
4th of July Celebration Independence Day	*Monday July 4th* *5:00 p.m. Parade – Fireworks approximately 9:00 pm.*
Tavares Chamber Business of the Year Gala	*September 8, 2016*
Rifles, Rails & History	*September 23-25, 2016 – Wooton Park*
Un-Boo-Lievable Family Fall Festival	*October 28, 2016 – 6 pm to 9 pm* *Wooton Park*
Monster Splash	*October 29, 2016*
General Election	*November 8, 2016 (City Hall is a Precinct)*
Tavares Chamber Taste of Tavares	*November 10, 2016*
Christmas Parade & Party in the Park	*December 3, 2016* *Parade at 5:00 p.m. on Main Street*

OTHER COMMUNITY EVENTS

Creeds Cause 5K run	*April 30, 2016*
Muscular Dystrophy Muscle Walk	*May 7, 2016 – Wooton Park – 2:00 p.m.*

OTHER OUTSIDE AGENCY MEETINGS

Lake County League of Cities	*Friday, April 8 , 2016 – 12:00 noon* *Elks Lodge*
Lake - Sumter MPO mtg	*April 27, 2016 – 2:00 p.m.*
Lake County Community Service Awards	*May 11, 2016 – Lake Receptions* *6 pm – reception – 7 pm dinner & awards*

AGENDA SUMMARY
TAVARES CITY COUNCIL
April 6, 2016

AGENDA TAB NO. 20
SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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TAVARES

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