

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
NOVEMBER 17, 2010**

**AGENDA TAB. 10**

**FIRST READING**

**SUBJECT TITLE: Ordinance 2010-20  
Planned Development Rezoning-David Walker Road  
Shanti Niketan –Phase 2**

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**OBJECTIVE:**

To consider the rezoning of approximately 10 acres of property located on northeast intersection of David Walker Drive and Old U.S. 441 from RMF-2 (Residential Multi-Family) to PD (Planned Development District).

**SUMMARY:**

The subject property is located on the northeast intersection of David Walker Drive and Old U.S. 441 adjacent and south of the Chelsea Oaks Subdivision. The property is approximately 10 acres in size and is currently vacant. The owners of the property, the Liberty Baptist Church, had once considered relocating their church on these lands. They concluded, however, it was in their best interest to sell this property. The owners of the Shanti Niketan condominiums on David Walker Road have decided to buy this property and develop it as Phase 2 of their project. The applicant is requesting to rezone the property from RMF-2 (Residential Multi-Family) to PD (Planned Development District).

The proposed Planned Development consists of a maximum of 120 age-restricted, apartment or condominium dwelling units. The property bears a Future Land Use designation of Medium Density (12 dwelling units per acre). The conceptual plan shows multiple wings of one and two storey residential buildings with attached garages. Parking is calculated on the basis of 1.35 spaces per dwelling unit. No commercial uses will be allowed within this development. The community will be landscaped and buffered in accordance with the City's Land Development Regulations. The applicant shall obtain all necessary permits from applicable local, regional, state and federal agencies as well as city site plan approval prior to any construction.

A traffic analysis has been submitted with a determination that the project will generate an additional 12 new peak hour trips and is therefore exempt from requiring a full traffic impact study under the Methodology Guidelines developed by the Lake~Sumter MPO. Meals are provided on-site for residents. The applicant has elected to defer a full concurrency determination until the issuance of a final development order (site plan).

The project is modeled after phase one of the Shanti Niketan development located further north on David Walker Road. Phase one has proven to be very successful and has sold out.

The proposed rezoning is consistent with the existing Future Land Use designation of Medium Density. The need for this type of residential housing has been established by the success of Shanti Niketan Phase One. Staff is recommending approval of the rezoning.

**OPTIONS:**

No Council action required at First Reading.

**PLANNING & ZONING BOARD RECOMMENDATION:**

At its October 21<sup>st</sup> meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2010-20.

**STAFF RECOMMENDATION:**

At Final Reading, staff will recommend that Council moves to approve Ordinance 2010-20.

**FISCAL IMPACT:**

None

**LEGAL SUFFICIENCY:**

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

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**ORDINANCE 2010-20**

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA; REZONING APPROXIMATELY 10 ACRES OF LAND LOCATED GENERALLY AT THE NORTHEAST INTERSECTION OF DAVID WALKER ROAD AND OLD U.S. 441 FROM RMF-2 (RESIDENTIAL MULTI-FAMILY) TO PD (PLANNED DEVELOPMENT DISTRICT); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the applicant is requesting to rezone property, legally described in **Exhibit "A"** of this ordinance, from a designation of RMF-2 (Residential Multi-Family) to PD (Planned Development District); and

**WHEREAS**, the applicant would like to develop the entire property as an Adult Age-Restricted Apartment or Condominium Community with a PD zoning; and

**WHEREAS**, the City of Tavares held duly noticed public hearings before the Planning and Zoning Board, and the City of Tavares City Council, providing opportunity for individuals to hear and to be heard regarding the proposed rezoning; and,

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

**WHEREAS**, the City Council of the City of Tavares, Florida, deems it in the best interest of the City to apply a PD zoning designation to said property; therefore,

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

**Section 1. Definition.**

"Owner" or "Applicant" means the title holder of the Property

Unless otherwise noted, the definitions of all terms shall be the same as the definitions set forth in the City of Tavares Land Development Regulations or the City Comprehensive Plan.

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**Section 2.1. Rezoning**

The purpose of this section is to set forth basic development regulations and to generally describe the Property which is being developed as a Planned Development (PD) as specified in Chapter 8 of the Regulations and shall hereafter be referred to as "the Project".

Development of this Project shall be governed by the contents of this Ordinance and applicable sections of the City's Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City in effect at the time of development of the Project. Unless otherwise noted, where in conflict, the terms of this document shall take precedence over the Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

**Section 2.2. Land Uses**

A. The Conceptual Land Use Plan for the Project is attached to this Ordinance as **Exhibit "B"** and is an integral part of this PD document. Uses are as follows:

Permitted Uses:	Apartments
	Condominiums
Total Acreage:	10 acres

**Maximum Allowable Residential Density:**

The number of residential dwelling units shall be determined at the following maximum densities:

Upland acres x 12 dwelling units per acre: 10 x 12 = 120 units  
**Maximum number of dwelling units allowed: 120 UNITS**

**Open Space:**

Minimum Open Space required shall be 30% of the gross acreage = 3.0 ± acres.

- 1 B. In addition to the planned elements shown on the Land Use Plan, easements and rights-  
2 of-way shall be established within or adjacent to the Property as may be necessary or  
3 desirable for the service, function or convenience of the Project. Such easements and  
4 rights-of-way, if required, shall be indicated on recorded plats of the Property.
- 5 C. Prior to construction, a site plan shall be submitted proposing comprehensive  
6 development of the Property regarding stormwater management, utilities, access,  
7 parking, landscaping, future location of structures, amenities and other information as  
8 required by the Regulations.

9

10 **Section 2.3. Development Standards**

- 11 A. Setbacks. All setbacks shall be measured from the Property line to the foremost vertical  
12 face of the structure. Where any setbacks conflict with required easement widths, the  
13 easement widths, if larger, shall prevail. Setbacks are as follows:

14	Right-of-way of David Walker Drive	25'
15	Property abutting residential zoning	25'
16	Accessory Buildings including Dumpster Enclosures	10'

17

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- 19 B. Impervious Surface Area. The maximum impervious surface area shall not exceed  
20 seventy-five percent (75%).

- 21 C. Height of Structures. The height of a structure shall be determined by measuring the  
22 distance from mean grade elevation to the highest point of the roof and shall not exceed  
23 thirty-five feet (35').

- 24 D. Buffer Requirements. The perimeter Landscape Buffer shall be 10 feet in width.

- 25 E. Landscape Requirements. Landscaping shall comply with the City of Tavares

26 Development Regulations in effect at the time of development.

- 27 1. A landscaping master plan shall be submitted concurrent with site plan  
28 submittal.

- 29 2. All landscaped and common areas shall be properly irrigated and  
30 maintained by the management company (as described in this  
31 Ordinance) (the "Manager").

- 32 F. Signage. All signage shall comply with the requirements of Chapter 21 of the Land  
33 Development Code.

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1 G. Site Parking and Traffic Circulation:

- 2 1. All internal roads and access aisle widths shall have a minimum 10-foot
- 3 travel lane.
- 4 2. Employee /Guest Parking lot shall have a minimum 22' aisle width.
- 5 3. Parking required shall be calculated at a minimum of 1.35 spaces per
- 6 dwelling unit;
- 7 4. Employee/Guest Parking spaces shall be 10' x 18'.
- 8 5. All Handicap Parking shall be constructed in accordance with the
- 9 Americans with Disabilities Act Standards.
- 10 6. All streets and storm water management areas shall remain private and
- 11 shall be maintained by the Home Owners Association.
- 12

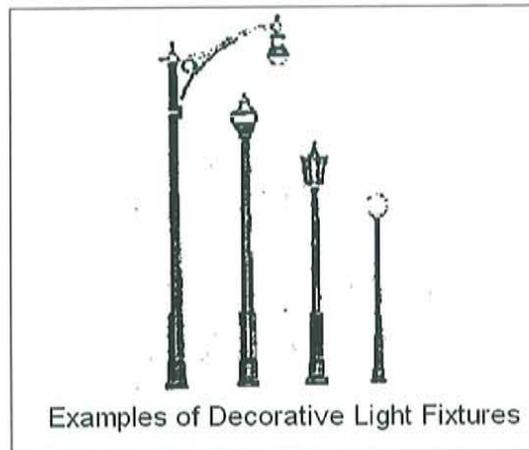
13 H. Architectural Design: The architectural artist renderings attached as **Exhibit "C"** to this  
14 ordinance represents an architectural template that shall be used in conjunction with the  
15 City of Tavares commercial architectural standards in effect at time of development.  
16 The proposed structures must be constructed to substantially conform to the  
17 appearance and architectural form suggested by the rendering.

18  
19 I. Lighting:

- 20 1. Exterior lighting shall be designed and installed in a sensitive manner so
- 21 as to prevent direct glare, light spillage and hazardous interference with
- 22 automotive and pedestrian traffic on adjacent streets and properties.
- 23
- 24 2. Lighting shall be designed in a consistent and coordinated manner for the
- 25 entire site. The lighting and lighting fixtures shall be integrated and
- 26 designed so as to enhance the visual impact of the project by accenting
- 27 key architectural elements and/or emphasizing landscape features. The
- 28 light poles and fixtures shall be earth tones in color.
- 29
- 30 3. Electrical wiring to all site lighting shall be provided underground.
- 31
- 32 4. No light fixtures shall be placed in a position where existing or future tree
- 33 canopy will reduce the illumination levels.
- 34

1           5.     Lighting fixtures shall be a maximum of fifteen feet (15') high and shall be  
2                     downward directed.

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4           (6)    All lighting fixtures within parking areas and walkways shall be decorative  
5                     light fixtures similar to the examples provided below.



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11   **Section 2.4. Public Facilities.**

12   A.    Impact Fees. The Developer acknowledges that the City has impact fees for water,  
13           wastewater, fire and police, while Lake County has impact fees for transportation. The  
14           Project shall be subject to such impact fees or any additional impact fees effective at the  
15           time of issuance of any building permit.

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17   B.    Potable Water. Potable water shall be provided by the City and impact fees shall be  
18           paid by the Developer. The Developer may be required to extend or improve potable  
19           water facilities located within the public right-of-way contiguous with the Property for use  
20           by third parties. If the Developer makes such improvements, the Developer may be  
21           entitled to receive impact fee credits for a portion of the cost of the improvements made  
22           for the benefit of third parties.

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24   C.    Wastewater. Wastewater treatment service shall be provided by the City and the  
25           Developer shall pay the impact fees. The Developer may be required to extend or  
26           improve wastewater treatment facilities (including a lift station) located within the public

1 right-of-way contiguous with the Property for use by third parties. If the Developer  
2 makes such improvements, the Developer may be entitled to receive impact fee credits  
3 for a portion of the cost of the improvements made for the benefit of third parties.  
4

5 D. Drainage. Retention pond design shall incorporate a naturalistic approach in  
6 accordance with Chapter 9 of the Land Development Regulations. Prior to receiving any  
7 development approvals, the Developer shall submit a master site drainage plan for  
8 review and approval by the City. All applicable St. John's River Water Management  
9 District permits shall be required prior to approval of any development order. The  
10 maintenance of the drainage system shall be the responsibility of the Manager.  
11

12 E. Reuse Water. The Developer shall be required to install a water reuse distribution  
13 system to serve all irrigation needs within the Property. The lines will be served by  
14 potable water until such time as reclaimed water is available for irrigation.  
15

16 F. Site Ingress/ Egress and Traffic Circulation. The project will be limited to one driveway  
17 as shown on **Exhibit "B"**. The driveway shall conform to Lake County Access  
18 Management and Spacing Standards. Subject to Lake County requirements, turn lanes  
19 may be required at the driveway intersection. Construction of said turn lanes shall be  
20 the responsibility of the developer.  
21

22 G. Sidewalks and Pedestrian Access. Sidewalks shall be connected to the internal  
23 pedestrian system allowing accessible routes to the entrances of each building on site,  
24 per federal requirements of the American with Disabilities Act. An internal pedestrian  
25 access plan shall be submitted concurrent with site plan submittal providing for  
26 connectivity among the rights-of-way, structures and amenities.  
27

## 28 Section 2.5. Platting

29 All plats shall be filed in accordance with all applicable rules and regulations of the City.  
30 All conditions to platting within this ordinance must be satisfied prior to acceptance of  
31 any final plat for public hearing by the City Council. Any required analyses shall be  
32 submitted prior to plat acceptance, including but not limited to transportation analysis and  
33 environmental assessment.

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**Section 2.6. Timing**

- A. The Developer shall submit for site plan approval within twenty-four (24) months from the effective date of this Ordinance and such plan shall be developed in conformance with the requirements of the Regulations and other applicable local or state regulations in effect at the time of application for any development order. If the City Council finds, on the basis of substantial competent evidence, that there has been failure to comply with the terms of this Ordinance, the Ordinance may be revoked or modified by the City through action of the City Council after notification to the Developer and the opportunity to be heard.
- B. Concurrency tests shall be deferred until the filing of a development order (site plan) and shall be conducted pursuant to Chapter 10 of the Regulations. Future rights to develop the Property are subject to such concurrency tests and no vested rights have been or will be granted to the Applicant until concurrency tests are complete and a final development order issued for the portion of the Property for which the concurrency tests were required.

**Section 2.7. Covenants, Conditions and Restrictions**

Submitted and approved with the first final plat, Covenants, Conditions and Restrictions shall be adopted and recorded and an established structure shall be designated whereby the Manager of the Project selected by the title holder of the dominant parcel within the Project will oversee and maintain any open space, water retention area, required buffer and any other component of the overall Project.

**Section 2.8. Permits**

Prior to platting or construction, the Developer shall obtain all necessary permits from the applicable local, regional, state and federal agencies. Copies of all permits shall be furnished to the Community Development Director of the City.

**Section 3. Effective Date**

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

1           **PASSED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2010, by the City  
2           Council of the City of Tavares, Florida.

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Robert Wolfe, Mayor  
Tavares City Council

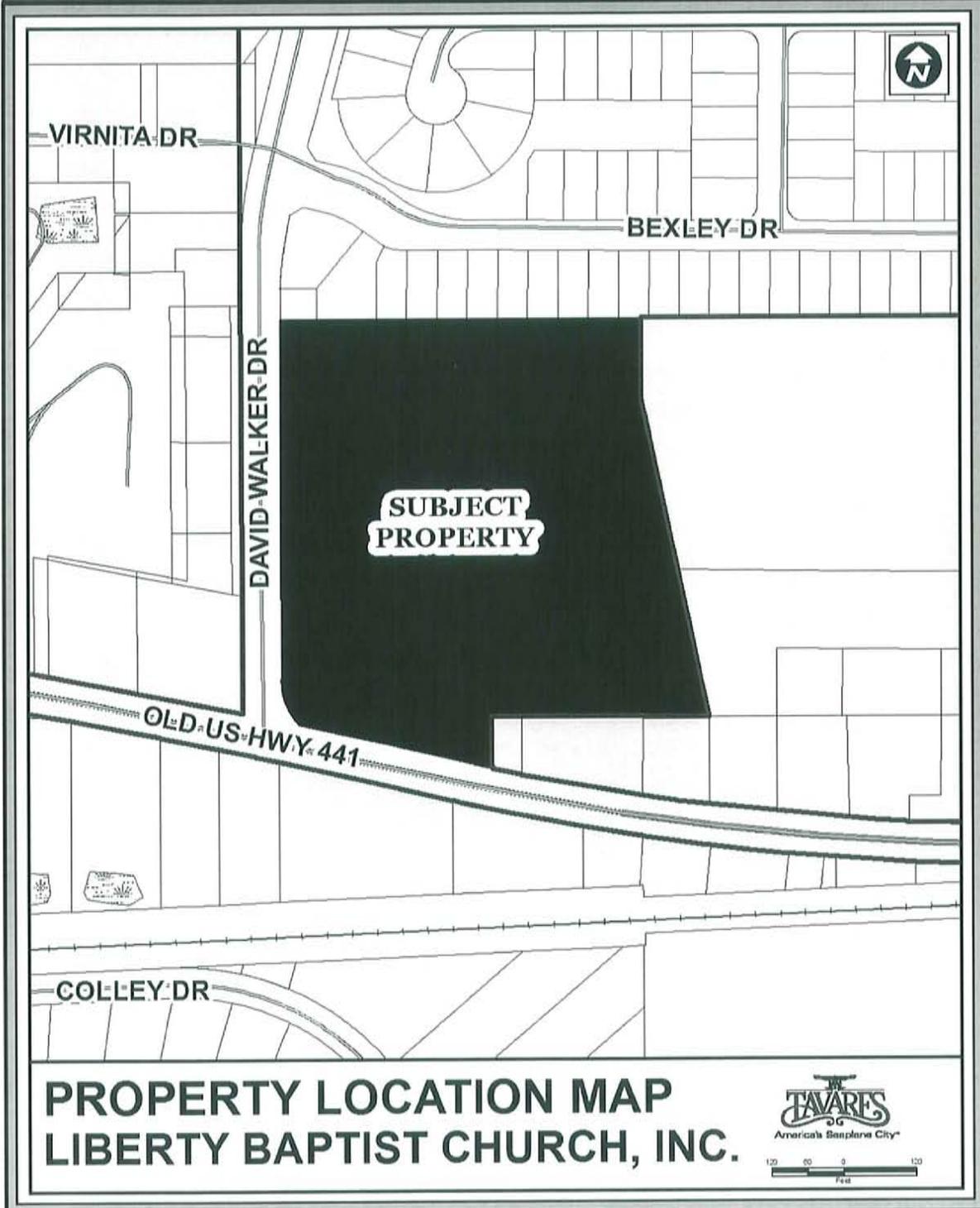
First Reading: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY:  
\_\_\_\_\_  
Robert Q. Williams, City Attorney

# CITY OF TAVARES



Created By: City of Tavares GIS

F:\PZDDATA\PROJECT FILES\Shanti Niketan Phase 2 - Rezoning - PZ2010-18\GIS\GIS\_Maps\SHANTI2\_AD.mxd

Map Created on 9/30/10

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**Exhibit "A"**  
**Legal Description**

**PARCEL NO. 1**

ALL OF THAT CERTAIN TRACT OF LAND LYING AND BEING IN LAKE COUNTY, FLORIDA, DESCRIBED AS ALL OF THAT PART OF LOT "A", ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED MARCH 21, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF THE NORTH BOUNDARY OF STATE HIGHWAY 500, U.S. HIGHWAY 441, LESS THE EAST 250 FEET THEREOF.

AND

**PARCEL NO. 2**

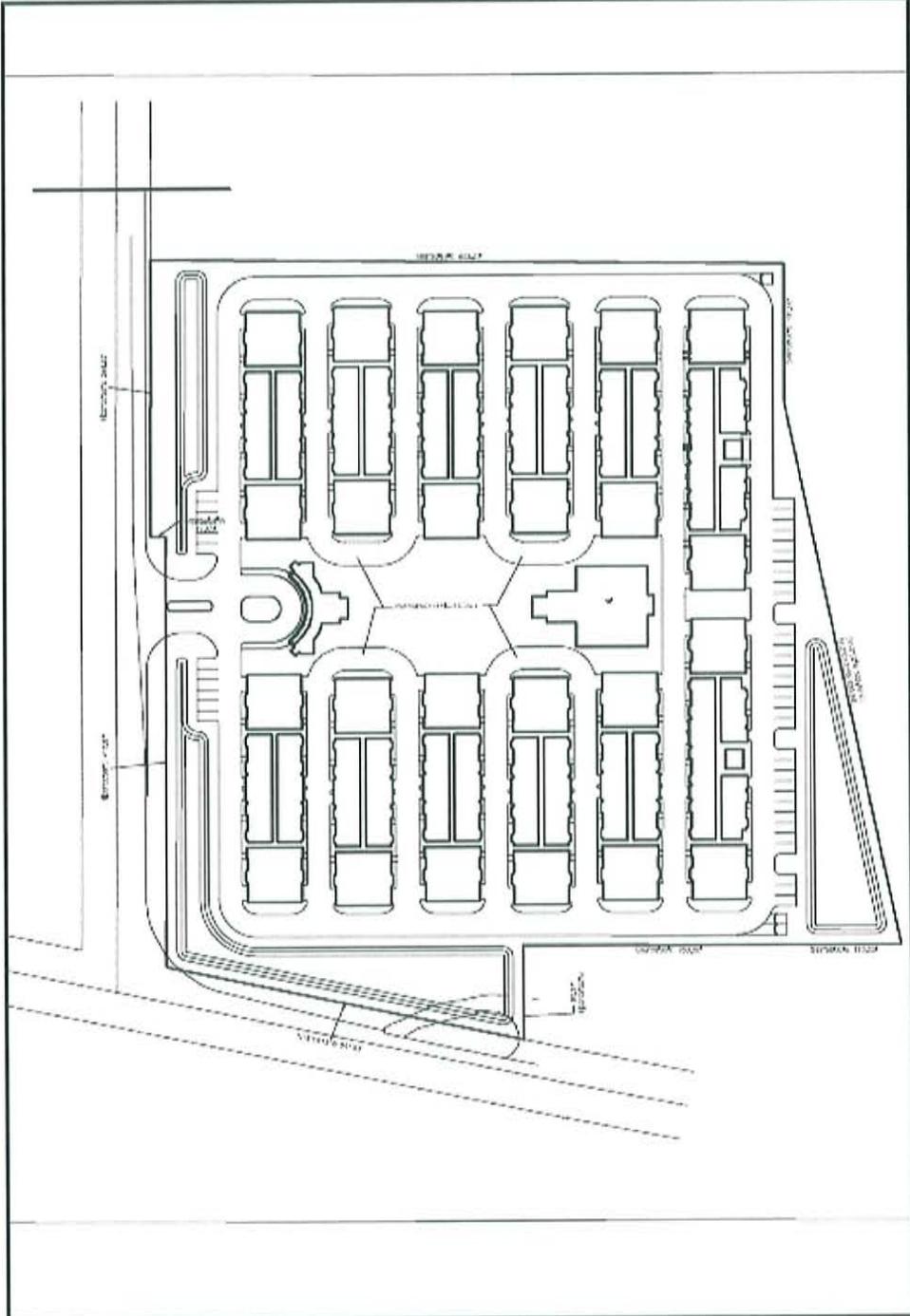
LOTS 10 AND 11 AND THAT PART OF LOT 16 IN THE PLAT OF LAND OF JAMES M. CONNER, AS RECORDED IN PLAT BOOK 1, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SAID LOT 16, RUN SOUTH 0° 08' EAST, ALONG THE WEST LINE OF THE SAID LOT 16 A DISTANCE OF 131 FEET FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 0° 08' EAST ALONG THE WEST LINE OF THE SAID LOT 16 A DISTANCE OF 521.94 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SAID LOT 16; THENCE RUN SOUTH 89° 58' EAST ALONG THE SOUTH LINE OF THE SAID LOT 16 A DISTANCE OF 110 FEET; THENCE RUN NORTH 12° 02' WEST 533.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY, HOWEVER, THIS REFERENCE SHALL NOT OPERATE TO REIMPOSE THE SAME.

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### Exhibit "B" Conceptual plan



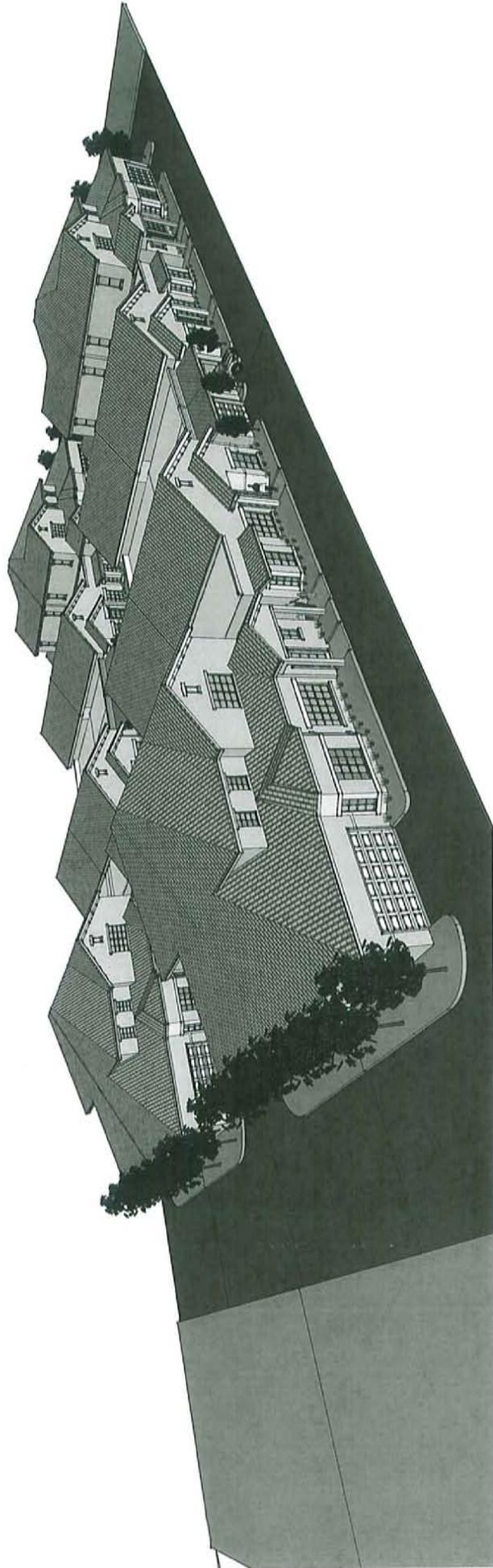
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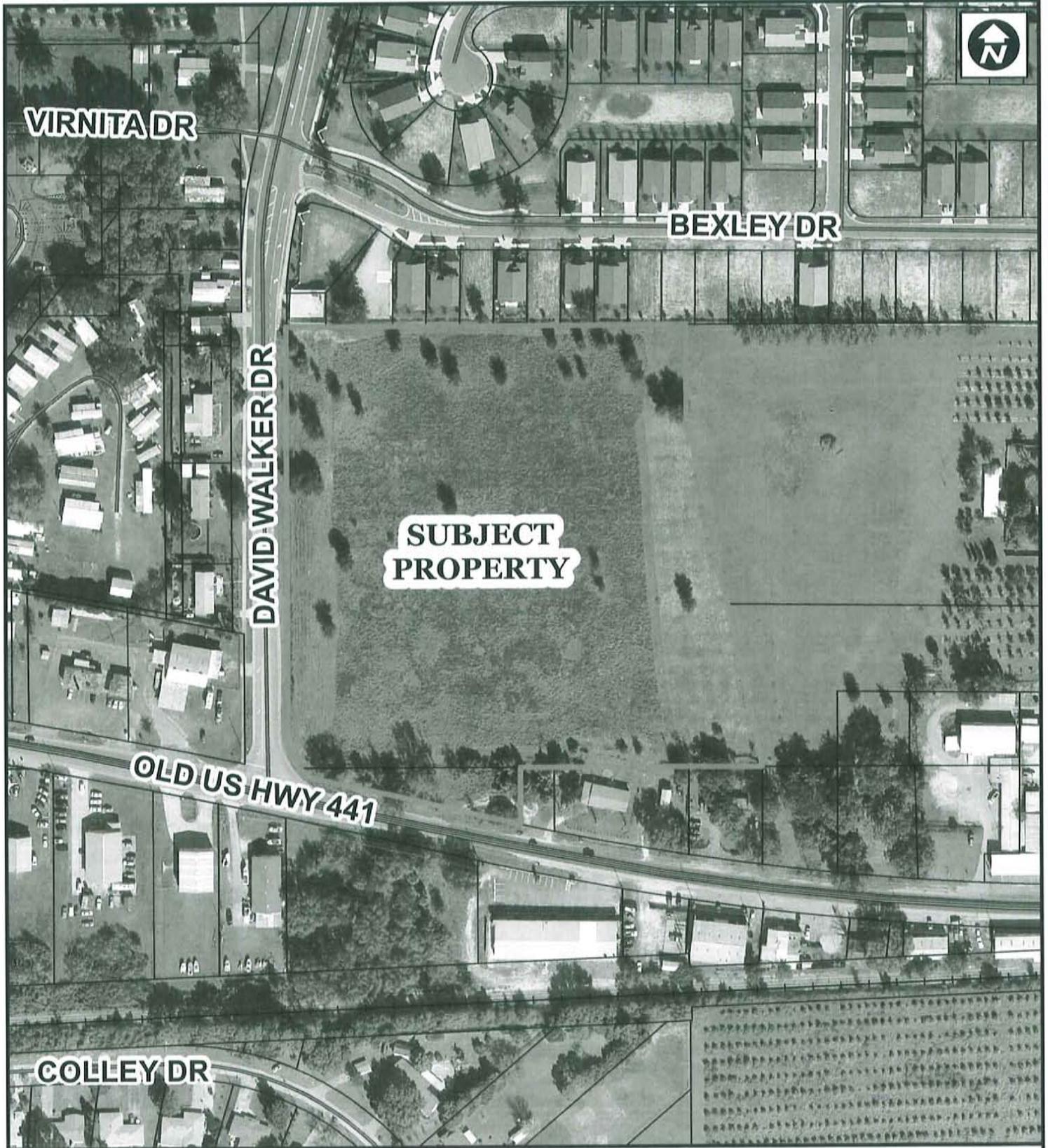
**Exhibit "C"**  
**Architectural Design**



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# CITY OF TAVARES



## PROPERTY LOCATION MAP LIBERTY BAPTIST CHURCH, INC.



# CITY OF TAVARES ORDINANCE # 2010-20

**PENDING**



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



## ZONING MAP

### ORDINANCE # 2010-20

**LIBERTY BAPTIST  
CHURCH, INC.**

Current Zoning: RMF-2  
Proposed Zoning: PD  
**10.0 ± Acres**

- Legend**
- |                  |              |
|------------------|--------------|
| CITY BOUNDARY    | MAJOR ROADS  |
| ZONING           | STREETS      |
| SUBJECT PROPERTY | PARCELS      |
| UNINCORPORATED   | CONSWETLANDS |

# CITY OF TAVARES ORDINANCE # 2010-20



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

## FUTURE LAND USE MAP ORDINANCE # 2010-20

**LIBERTY BAPTIST  
CHURCH, INC.**

**Current FLU: MED**  
**10.0 ± Acres**

**Legend**

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

Ad Number: 072083502  
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# Orlando Sentinel

Publication Date: 10/18/2010

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## THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2010-20 titled as follows:

### ORDINANCE 2010-20

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA; REZONING APPROXIMATELY 10 ACRES OF LAND LOCATED GENERALLY AT THE NORTHEAST INTERSECTION OF DAVID WALKER ROAD AND OLD U.S. 441 FROM RMF-3 (RESIDENTIAL MULTI-FAMILY) TO PD (PLANNED DEVELOPMENT DISTRICT). SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS OBTAINED BY THE CITY OF TAVARES COUNCIL, PROVIDING FOR AN EFFECTIVE DATE.**

Proposed Ordinance 2010-20 will be considered at the following public meetings:  
 1. Tavares Planning & Zoning Board meeting on October 21, 2010, at 3 p.m.; and  
 2. Tavares City Council meeting on November 3, 2010 at 4 p.m. (Introduction and First Reading by Title Only); and  
 3. Tavares City Council meeting on November 17, 2010, 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 2010-20 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall

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

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, 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.



## 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 2010-19 titled as follows:

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING PUD ORDINANCE 2005-04; AN ORDINANCE THAT GOVERNS THE DEVELOPMENT OF THE OAK BEND SUBDIVISION ON S.R. 19; SUBSTITUTING THE PROVISION FOR 98 SINGLE-FAMILY ATTACHED DWELLINGS FOR 53 SINGLE-FAMILY DETACHED DWELLINGS; AMENDING THE CONCEPTUAL MASTER PLAN FOR THE SUBDIVISION TO REFLECT THIS CHANGE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS OBTAINED BY THE CITY OF TAVARES COUNCIL, PROVIDING AN EFFECTIVE DATE.**

Proposed Ordinance 2010-19 will be considered at the following public meetings:  
 1. Tavares Planning & Zoning Board meeting on October 21, 2010, at 3 p.m.; and  
 2. Tavares City Council meeting on November 3, 2010 at 4 p.m. (Introduction and First Reading by Title Only); and  
 3. Tavares City Council meeting on November 17, 2010, 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 2010-19 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall



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

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

# GMC TRUCK MONTH

## SAVE THOUSANDS!

<p><b>NEW 2011 GMC TERRAIN</b></p> <p>32 MPG</p> <p>• Power Options</p> <p><b>IN STOCK!</b></p>	<p><b>NEW 2010 GMC SIERRA CREW CAB</b></p> <p>• V8 • 4WD • Power Windows/Locks • Loaded</p> <p><b>\$24,690</b></p>
<p><b>NEW 2010 GMC SIERRA REG. CAB SLE</b></p> <p>24 MPG</p> <p>• 6.0L • Trailer Tow Pkg. • 4WD HD • Power Options • AM/FM/CD/XM</p> <p><b>\$25,199</b></p>	<p><b>RIGHT CARS. RIGHT PLACE. Right on the Money!</b></p> <p><b>\$6,000</b> OR <b>0%</b> IN SAVINGS FOR <b>72</b> MONTHS</p>
<p><b>NEW 2010 GMC SIERRA EXT. CAB 4x4</b></p> <p>• 5.3L V8 • Leather • Chrome Pkg.</p> <p><b>\$27,499</b></p>	<p><b>NEW 2010 GMC ACADIA SLT</b></p> <p>• Navigation • White Diamond • Trailer Tow Pkg.</p> <p><b>\$35,495</b></p>
<p><b>NEW 2010 GMC YUKON XL</b></p> <p>• 20 Wheels • Back-Up Camera • Bose Sound System</p> <p><b>\$38,595</b></p>	

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1 ~~consideration and noted there are private single family owners and/or lots which are not~~  
2 ~~included in the proposed changes.~~

3  
4 ~~Mr. Grist stated his support and noted his approval regarding the reduction in the number of~~  
5 ~~dwelling units. Vice Chairman Gardner noted his support.~~

6  
7 **MOTION**

8  
9 ~~Dolores Russ moved for approval, seconded by Jimmy Horner. The motion carried~~  
10 ~~unanimously, 5-0.~~

11  
12 **2) Recommendation on Ordinance 2010-20 - Liberty Baptist Church, Inc. – Rezoning**

13  
14 Jacques Skutt provided the following staff report;

15  
16 Objective – To consider the rezoning of approximately 10 acres of property located on  
17 the northeast intersection of David Walker Drive and Old U.S. 441 from RMF-2  
18 (Residential Multi-Family) to PD (Planned Development District)

19  
20 Summary – The subject property is located in the northeast intersection of David Walker  
21 Drive and Old U.S. 441 adjacent and south of the Chelsea Oaks Subdivision. The  
22 property is approximately 10 acres in size and is currently vacant. The owners of the  
23 property, the Liberty Baptist Church, had once considered relocating their church on  
24 these lands. They concluded, however, it was in their best interest to sell this property.  
25 The owners of the Shanti Niketan condominiums on David Walker Road have decided  
26 to buy this property and develop it as Phase 2 of their project. The applicant is  
27 requesting to rezone the property from RMF-2 (Residential Multi-Family) to PD (Planned  
28 Development District).

29  
30 The proposed Planned Development consists of a maximum of 120 age-restricted,  
31 apartment or condominium dwelling units. The property bears a Future Land Use  
32 designation of Medium Density (12 dwelling units per acre). The conceptual plan shows  
33 multiple wings of one and two storey residential buildings with attached garages.  
34 Parking is calculated on the basis of 1.35 spaces per dwelling unit. No commercial uses  
35 will be allowed within this development. The community will be landscaped and  
36 buffered in accordance with the City's Land Development Regulations. The applicant  
37 shall obtain all necessary permits from applicable local, regional, state and federal  
38 agencies as well as city site plan approval prior to any construction.

39  
40 A traffic analysis has been submitted with a determination that the project will generate  
41 an additional 12 new peak hour trips and is therefore exempt from requiring a full traffic  
42 impact study under the Methodology Guidelines developed by the Lake-Sumter MPO.  
43 The applicant has elected to defer concurrency determination until the issuance of a  
44 final development order (site plan).

45  
46 The project is modeled after Phase 1 of the Shanti Niketan development further north on  
47 David Walker Road. Phase 1 has proven to be very successful and has sold out.

48  
49 The proposed rezoning is consistent with the existing Future Land Use designation of  
50 Medium Density. The need for this type of residential housing has been established by  
51 the success of Shanti Niketan Phase 1. Staff is recommending approval of the  
52 rezoning.  
53

1 Vice Chairman Gardner asked for comments from the Board.

2  
3 Mr. Hope stated his support for the project and noted that it appears the traffic study numbers  
4 are low with 12 new peak hour trips for a 120 unit development.

5  
6 Chuck Hiott, BESH, confirmed that the study was conducted by Griffey Engineering and said  
7 the study was based on the senior housing calculation (edition 8 traffic manual) for a one hour  
8 period between 4:00 – 6:00 p.m. He said that 95% of the community will eat on the grounds  
9 as they cook and dine together in the clubhouse. Mr. Hiott confirmed that the development  
10 provides meals for the owners.

11  
12 Iggy Ignatius, Project Manager, said the club caters to a yoga vegetarian food style and the  
13 residents prefer a health conscious lifestyle including dining within the community. He said  
14 that Phase 1 of the project has sold out and due to the demand for the project they are moving  
15 forward with Phase 2.

16  
17 Mr. Grist inquired about the age restriction for the community. Mr. Hiott said the development  
18 is restricted to 55 years and older. Mr. Ignatius said no one under the age of 18 years can stay  
19 in the development for more than a maximum of 30 days.

20  
21 Mr. Horner and Mr. Grist noted their approval for the improvement that the development will  
22 bring to the Old 441 corridor.

23  
24 **MOTION**

25  
26 **Norman Hope moved for approval of Resolution 2010-20, seconded by Sam Grist. The**  
27 **motion carried unanimously, 5-0.**

28  
29 **OTHER BUSINESS**

30  
31 ~~Mr. Skutt said the Tavares City Council adopted the EAR (Evaluation and Appraisal Report for~~  
32 ~~the Comprehensive Plan) that was previously recommended by the Board. The EAR has been~~  
33 ~~submitted to the Department of Community Affairs (DCA) for a compliance review.~~

34  
35 ~~Chairman Adams entered the meeting at 3:24 p.m.~~

36  
37 **ADJOURNMENT**

38  
39 ~~Norman Hope moved for adjournment, seconded by Dolores Russ. The motion carried~~  
40 ~~unanimously, 5-0.~~

41  
42 ~~The meeting adjourned at 3:25 p.m.~~

43  
44 ~~Respectfully submitted,~~

45  
46  
47 \_\_\_\_\_  
48 ~~Susie Novack, C.M.C.~~  
49 ~~Deputy City Clerk~~

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 11**

**SUBJECT TITLE: Resolution No. 2010-15 Bond Resolution for Acceptance of USDA Loan**

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**OBJECTIVE:** To consider Resolution Number 2010-15 authorizing the issuance debt for acceptance of an amount not to exceed \$15,805,000 from the USDA for a low interest loan where proceeds will be used to upgrade the Water and Sewer infrastructure system in the downtown and CRA areas.

**SUMMARY:**

Previously the City Council and the Citizen's of Tavares met to define a vision for the City of Tavares. These visioning sessions resulted in the City's Vision Statement which defined the City as the "Capital Water Front City of Lake County". As a result of the vision of our residents, Downtown/CRA Master Plan was developed which provides a roadmap for achieving the vision set forth by the citizens of Tavares. Plan was completed and was adopted by the City Council in 2008. The "Master Plan" includes an "Implementation Plan" which provides for utility water and sewer upgrades. The infrastructure in the downtown and CRA district are clay pipes with galvanized water lines that are broken or too small to provide adequate utility service and therefore are in need of replacement. The estimated cost to replace the existing clay pipe which is well beyond their useful life is approximately \$17 million. The "Master Plan" also sets forth a vision of a vibrant, pedestrian-oriented, mixed use center in the downtown core. In order to support the anticipated redevelopment for increased residential and commercial growth, it is critical that the aging water and wastewater infrastructure systems be improved and upgraded to reliably serve these anticipated additional demands that the growth and redevelopment will generate.

In January 2009 the City Council authorized Malcolm Pirnie to assist the City by preparing the Preliminary Engineering Report and Environmental Report required to apply for grant funds and low interest loans from the United States Department of Agriculture (USDA) to replace the broken and inadequate water and wastewater utility lines.

The Utilities Department submitted an application to the USDA to secure the grant and loan funds to rehabilitate the aging CRA infrastructure.

On May 10, 2010, the USDA issued a letter of condition providing the city a \$1,195,000 grant and \$15,805,000 low interest loan for a total of \$17 million to reconstruct the downtown and CRA water and sewer system. At this time staff estimated annual debt service on the \$15,805,000 low interest loan of 3.25% over 38 years is \$730,350 per year. The recommended source of funding for this debt service is \$300,000 from the Renewal and Replacement fund, \$300,000 from those funds pledged for retiring debt service and \$130,350 from Impact Fees. The Impact Fee fund has approximately \$5 million in available funds: an Impact Fee Waiver program is currently in place to attract development within the City.

On May 17, 2010, the City Council approved and accepted the USDA Letter of Conditions dated May 10, 2010 for acceptance of the USDA Loan and Grant and authorized the Mayor to sign the Letter of Conditions and related forms for acceptance of the USDA Loan.

On July 7, 2010, the City's consultant, Malcolm Pirnie, provided an overview of the condition of the current infrastructure within the downtown and CRA areas. In addition they provided additional detail on possible cost savings that replacement of the system would provide.

In order to complete the process for acceptance of the USDA Loan and Grant for rehabilitation and upgrade of the downtown and CRA utility lines, the City is required to adopt a Resolution authorizing the issuance of debt. Resolution Number 2010-15 provides authorization for issuance of debt not to exceed \$15,805,000 in aggregate and in parity to existing debt of the water and wastewater utility. As part of this process, the City will issue bond anticipation notes in anticipation of the USDA Bonds. This process is called interim financing and will be satisfied by the issuance of the USDA Bonds.

It should be noted that this is the "FINAL" step to accept the USDA Loan and Grant Financing as set forth in the USDA Commitment letter to the City dated May 10, 2010 and accepted by the City Council on May 17, 2010. Up to this point the City had the option to "opt" out of the USDA Commitment, but with the adoption of Resolution 2010-15, additional review periods are not scheduled, and the funding process by the USDA will begin.

### **OPTIONS:**

1. Move to **adopt** Resolution Number 2010-15 authorizing the issuance of debt in acceptance of the \$1,195,000 Grant and the \$15,805,000 Loan from the USDA for the upgrading of the existing Water and Sewer infrastructure in the CRA area and authorize the Mayor to sign the "Letter of Condition" and the related forms.
2. Move to **not** adopt Resolution Number 2010-15, and therefore not accept the Grant and Loan from the USDA.

### **STAFF RECOMMENDATION:**

Move to **adopt** Resolution Number 2010-15 authorizing the issuance of debt in acceptance of the \$1,195,000 Grant and the \$15,805,000 Loan from the USDA for the upgrading of the existing Water and Sewer infrastructure in the CRA area and authorize the Mayor to sign the "Letter of Condition" and the related forms.

**FISCAL IMPACT:** The estimated annual debt service on the \$15,805,000 low interest loan of 3.25% over 38 years is \$730,350 per year. The recommended source of funding for this debt service is \$300,000 from the renewal and Replacement fund, \$300,000 from those funds pledged for retiring debt service and \$130,350 from Impact Fees.

**LEGAL SUFFICIENCY:** Resolution No. 2010-15 was prepared by the City's Bond Counsel, Mike Williams of Akerman Senterfitt through the office of the City Attorney.

**RESOLUTION NO. 2010-15**

**A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$15,805,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE BONDS, TO FINANCE THE COST OF CONSTRUCTING IMPROVEMENTS TO THE CITY OWNED WATER AND SEWER SYSTEM; PLEDGING ON A PARITY WITH THE LIEN THEREON OF CERTAIN OUTSTANDING UTILITY DEBT OF THE CITY, THE NET REVENUES OF THE CITY'S WATER AND SEWER SYSTEM; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES, IN ANTICIPATION OF THE ISSUANCE OF SAID BONDS; AUTHORIZING THE VALIDATION OF SUCH BONDS AND NOTES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS AND NOTES; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Florida Statutes, the Parity Resolution (hereinafter defined) and other applicable provisions of law.

**SECTION 2.** DEFINITIONS. All terms used herein that are defined in the Parity Resolution are used within the same meaning herein unless the context otherwise requires or they are expressly given a different meaning. In addition, the following terms used herein shall have the following meaning. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Acquired Obligations" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of funds of the Issuer:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any Federal agency or corporation which has been or may hereafter be created pursuant to an act of Congress as an agency or instrumentality of the United States of America to the extent unconditionally guaranteed by the United States of America (including but not limited to obligations of the Resolution Funding Corporation) or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (i) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the obligations described in this clause (i), and which underlying obligations are not available to satisfy any

claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; and

(ii) any bonds or other obligations of (a) the State of Florida or (b) any governmental unit thereof, the interest on which is excluded from gross income for federal income tax purposes and which are rated at such time in the then highest rating category of two or more nationally recognized municipal rating agencies; and

(iii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (a) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, (b) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund is sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (iii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (iii), as appropriate.

"Amortization Installment" shall mean an amount designated as such by supplemental resolution of the Issuer and established with respect to any Term Bonds.

"Authorized Depository" shall mean a state banking corporation or national banking association situated in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive public funds.

"Average Annual Bond Service Requirement" shall mean, as of each date on which a Series of Bonds is issued, the total amount of Bond Service Requirement which is to become due on all Bonds deemed to be Outstanding immediately after the issuance of such Series of Bonds divided by the total number of years for which Bonds are deemed to be Outstanding, except that with respect to any Bonds for which Amortization Installments have been established, the amount of principal coming due on the final maturity date with respect to such Bonds shall be reduced by the aggregate principal amount of such Bonds that are to be redeemed from Amortization Installments to be made in prior Bond Years.

"Bond Anticipation Notes" shall mean notes of the Issuer issued in anticipation of any Series of Bonds and shall be secured by a first lien on the proceeds of the Bonds for which such Bond Anticipation Notes were issued.

"Bonds" shall mean (i) the 2010 Bonds, the Parity Bonds and (ii) any Additional Parity Obligations issued hereafter in accordance with the provisions hereof.

"Bond Counsel" shall mean Akerman Senterfitt or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Year" shall mean as to the 2010 Bonds the period commencing on September 1 of each year while the Bonds are Outstanding and ending on August 31 of the immediately following year.

"City Administrator" shall mean the City Administrator of the Issuer.

"Clerk" shall mean the City Clerk of the Issuer or such other officer of the City as shall perform the duties of the City Clerk.

"Construction Fund" shall mean the Construction Fund created and established pursuant to Section 16 of this Resolution.

"Finance Director" shall mean the Finance Director of the Issuer.

"Fiscal Year" shall mean the period commencing on October 1 of each year and ending on the next succeeding September 30 or such other annual period as may be prescribed by law from time to time for the Issuer.

"Government" shall mean the United States of America acting through the United States Department of Agriculture, Rural Utilities Service.

"Holder of Bonds" or "Bondholders" or any similar term shall mean any persons who shall be the registered owner of any Outstanding Bonds.

"Issuer" or "City" shall mean the City of Tavares, Florida.

"Net Revenues" shall have the meaning ascribed to it in the Parity Resolution.

"Notes" shall mean the obligations of the Issuer authorized to be issued pursuant to Section 29 of this Resolution.

"Notes Payment Account" shall mean the account created pursuant to Section 30 of this Resolution with respect to each issue of Notes for the purpose of receiving either the proceeds to be derived from the sale of the Bonds or the proceeds to be derived from the sale of a subsequent issue of Notes issued to extend and renew the indebtedness evidenced by such issue of Notes, and a portion of the proceeds to be derived from the sale of such issue of Notes and any other moneys required to be deposited therein by the Issuer in order that the funds therein shall be sufficient to pay the principal of and interest on such issue of Notes as the same shall become due.

"Outstanding" or "Bonds Outstanding" shall mean all Bonds or Notes which have been issued pursuant to this Resolution, except:

(i) Bonds or Notes canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(ii) Bonds or Notes for the payment or redemption of which cash funds or Acquired Obligations or any combination thereof shall have been theretofore irrevocably set aside in a special account with an escrow agent (whether upon or prior to the maturity or redemption date of any such Bonds) in an amount which, together with earnings on such Acquired Obligations, will be sufficient to pay the principal of and interest on such Bonds or Notes at maturity or upon their earlier redemption; provided that, if such Bonds or Notes are to be redeemed before the maturity thereof, notice of such redemption shall have been given according to the requirements of this Resolution or irrevocable instructions directing the timely publication of such notice and directing the payment of the principal of and interest on all such Bonds or Notes at such redemption dates shall have been given; and

(iii) Bonds or Notes which are deemed paid pursuant to this Resolution or in lieu of which other Bonds or Notes have been issued under Sections 11 and 13 hereof.

"Parity Bonds" shall mean the City's Outstanding Water and Sewer Revenue Bonds, Series 2000 and the City's Outstanding Water and Sewer Revenue Refunding Bonds, Series 2002.

"Parity Resolution" shall mean Resolution No. 93-01 of the Issuer, as amended and supplemented.

"Paying Agent" shall mean any paying agent for Bonds or Notes appointed by or pursuant to a supplemental resolution and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to a supplemental resolution.

"Permitted Investments shall mean any investment permitted under applicable State and federal law for amounts held in the funds and amounts created pursuant to this Resolution.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Rebate Fund" shall mean the Rebate Fund created pursuant to Section 27 of this Resolution.

"Register" shall mean the registration books kept by the Registrar for the purpose of registering ownership of the Notes and/or Bonds.

"Registrar" shall mean any registrar for the Bonds or the Notes appointed by or pursuant to supplemental resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to supplemental resolution.

"Reserve Requirement" shall be as the 2010 Bonds the Average Annual Bond Service Requirement.

"2010 Bonds" shall mean the City of Tavares, Florida Water and Sewer Revenue Bonds, Series 2010 authorized pursuant to this Resolution and the Parity Resolution.

"2010 Project" shall mean the construction of improvements to and the expansion of the City owned and operated water and sewer system, all as more particularly described in the plans and specifications on file or to be on file with the City as the same may be amended or supplemented from time to time.

Words importing the masculine gender include every other gender. Words importing the singular number include the plural number, and vice versa.

**SECTION 3.** FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Net Revenues pledged pursuant to the provisions hereof are not now pledged or encumbered except that they are pledged on a first lien basis to the Issuer's outstanding Parity Bonds and on a basis junior to the lien thereon of the Parity Bonds and the to be issued 2010 Bonds to loans the Issuer has with the Florida Department of Environmental Protection. The lien of the 2010 Bonds on the Net Revenues will be on a parity with the lien thereon of the Parity Bonds.

(B) It is in the best interests of the Issuer and the residents thereof that the Issuer authorize the issuance of the 2010 Bonds for the purpose of designing; permitting, acquiring and constructing the 2010 Project.

(C) The principal of and interest and redemption premium on the 2010 Bonds and all reserve and other payments shall be payable solely from the Net Revenues and as otherwise provided herein. The Issuer shall never be required to levy ad valorem taxes on any real or personal property therein to pay the principal of and interest on the 2010 Bonds herein authorized or to make any other payments provided for herein. The 2010 Bonds shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer or upon any property other than the Net Revenues and as otherwise provided herein.

**SECTION 4.** AUTHORIZATION OF DESIGN, PERMITTING, ACQUISITION AND CONSTRUCTION OF THE 2010 PROJECT. There is hereby authorized the design, permitting, acquisition and construction of the 2010 Project.

**SECTION 5.** THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the 2010 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of the 2010 Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the 2010 Bonds over any other thereof, except as expressly provided therein and herein.

**SECTION 6.** AUTHORIZATION OF 2010 Bonds. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Water and Sewer Revenue Bonds,

Series 2010", are authorized to be issued in the aggregate principal amount of not exceeding \$15,805,000.

**SECTION 7.** DESCRIPTION OF 2010 BONDS. The 2010 Bonds shall be issued in fully registered form; may be Serial Bonds or Term Bonds; shall be dated; shall be numbered consecutively from one upward in order of Maturity preceded by the letter "R"; shall be in the denomination of \$1,000 each, or integral multiples thereof, or such other denominations as shall be approved by the Issuer in a supplemental resolution prior to the delivery of the 2010 Bonds; shall have such Paying Agent and Registrar; shall bear interest at such rate or rates not exceeding the maximum rate allowed by State law, the actual rate or rates to be approved by the governing body of the Issuer prior to or upon the sale of the 2010 Bonds; such interest to be payable semiannually (unless the 2010 Bonds are held by the Government, in which case interest shall be paid annually on September 1 of each year) or at such other times as are fixed by supplemental resolution of the Issuer and shall mature annually on September 1 in such years (not exceeding 40 years from September 1 following the date of issuance) and in such amounts as will be fixed by supplemental resolution of the Issuer prior to or upon the sale of the 2010 Bonds.

Each 2010 Bond shall bear interest from the interest date next preceding the date on which it is authenticated, unless authenticated on an interest date, in which case it shall bear interest from such interest date, or, unless authenticated prior to the first interest date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication payment of any interest which is due and payable has not been made, such 2010 Bond shall bear interest from the date to which interest shall have been paid.

The principal of and the interest redemption premium, if any, on the 2010 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The interest on the Bonds shall be payable by the Paying Agent on each interest payment date to the person appearing on the registration books of the issuer hereinafter provided for as the registered Holder thereof, by check or draft mailed to such registered Holder at his address as it appears on such registration books. Payment of the principal of all Bonds shall be made upon the presentation and surrender of such 2010 Bonds as the same shall become due and payable or as otherwise provided in a supplemental resolution of the Issuer.

**SECTION 8.** EXECUTION OF 2010 BONDS. The 2010 Bonds shall be signed by, or bear the facsimile signatures of the Mayor of the Issuer, and shall be attested by, or bear the facsimile signature of, the Clerk and a facsimile of the official seal of the Issuer shall be imprinted on the 2010 Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on any 2010 Bonds shall cease to be such officer before the delivery of such 2010 Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he has remained in office until such delivery. Any 2010 Bond may bear the facsimile signature of or may be signed by such persons who, at the actual time of the execution of such Bond, shall be the proper officers to sign such 2010 Bonds although, at the date of such 2010 Bond, such persons may not have been such officers.

**SECTION 9.** AUTHENTICATION OF 2010 BONDS. Only such of the 2010 Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinbelow set forth, duly executed by the Registrar, as authenticating agent, shall be entitled to any benefit or security under this Resolution. No 2010 Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such certificate of the Registrar upon any such 2010 Bond shall be conclusive evidence that such 2010 Bond has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any 2010 Bond shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of all of the 2010 Bonds that may be issued hereunder at any one time.

**SECTION 10.** EXCHANGE OF 2010 BONDS. Any 2010 Bonds, upon surrender thereof at the principal corporate trust office of the Registrar, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Bondholder, be exchanged for an aggregate principal amount of 2010 Bonds equal to the principal amount of the 2010 Bond or 2010 Bonds so surrendered.

The Registrar shall make provision for the exchange of 2010 Bonds at the principal corporate trust office of the Registrar.

At the expense of the Holder, the single 2010 Bond may be exchanged by the Holder at any time, not more than ninety days after surrender of such 2010 Bond to the Registrar, for an equal aggregate principal amount of Serial 2010 Bonds maturing in the years and amounts corresponding to the years and amount of the unpaid installments of principal of the single 2010 Bond and in the form prescribed for Serial 2010 Bonds in this Resolution; and if all of the Serial 2010 Bonds Outstanding shall be owned and held by a single Holder such 2010 Bonds may, in like manner, be exchanged at the expense of such Holder at any time, not more than ninety days after surrender of such 2010 Bonds to the Registrar, for a single 2010 Bond in principal amount equal to the aggregate principal amount of such Serial 2010 Bonds surrendered, maturing in installments in the years and amounts corresponding to the years and amounts of the maturities of such Serial 2010 Bonds so surrendered and in the form prescribed for the single 2010 Bond in this Resolution.

**SECTION 11.** NEGOTIABILITY, REGISTRATION AND TRANSFER OF 2010 BONDS. The Registrar shall keep books for the registration of and for the registration of transfers of 2010 Bonds as provided in this Resolution. The transfer of any 2010 Bonds may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the Issuer shall execute and the Registrar shall authenticate and deliver in exchange for such 2010 Bond, a new 2010 Bond or 2010 Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such 2010 Bond or 2010 Bonds so surrendered.

In all cases in which 2010 Bonds shall be exchanged, the Issuer shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new 2010 Bond or 2010 Bonds of the same type (e.g., Serial Bonds will be exchanged for Serial Bonds and Term Bonds will be exchanged for Term Bonds) in accordance with the provisions of this Resolution. All 2010 Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Issuer or the Registrar may make a charge for every such exchange or registration of transfer of 2010 Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of 2010 Bonds under the provisions of this Resolution.

**SECTION 12.** OWNERSHIP OF 2010 BONDS. The person in whose name any 2010 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond, and the interest on any such 2010 Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2010 Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

**SECTION 13.** 2010 BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any 2010 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, a new 2010 Bond of like date and tenor as the 2010 Bond so mutilated, destroyed, stolen or lost (e.g., Serial Bonds shall be issued in exchange for Serial Bonds and Term Bonds shall be issued in exchange for Term Bonds) in exchange and substitution for such mutilated 2010 Bond upon surrender and cancellation of such mutilated 2010 Bond or in lieu of and substitution for the 2010 Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer and the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All 2010 Bonds so surrendered shall be canceled by the Issuer. If any of the 2010 Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such 2010 Bond be lost, stolen: or destroyed, without surrender thereof.

Any such duplicate 2010 Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the issuer whether or not the lost, stolen or destroyed 2010 Bonds be at any time found by anyone, and such duplicate 2010 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other 2010 Bonds issued hereunder.

**SECTION 14.** PROVISIONS FOR REDEMPTION. The 2010 Bonds may be subject to redemption prior to their maturity, at such times and in such manner as shall be fixed by supplemental resolution of the Issuer prior to or at the time of sale of the 2010 Bonds. 2010 Bonds originally issued to the Government may be redeemed by the Issuer on any interest payment date prior to maturity at the price of par plus accrued interest to the redemption date, without premium.

Notice of such redemption shall, at least thirty (30) days prior to the redemption date, be filed with the Registrar, and mailed, first class mail, postage prepaid, to all Holders of 2010 Bonds to be redeemed at their addresses as they appear on the registration books hereinbefore provided for, but failure to mail such notice to one or more Holders of 2010 Bonds shall not affect the validity of the proceedings for such redemption with respect to Holders of 2010 Bonds to which notice was duly mailed hereunder. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the 2010 Bonds of one maturity are to be called, the distinctive numbers of such 2010 Bonds to be redeemed and in the case of 2010 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Any notice of optional redemption, other than with respect to an advance refunding, shall be circulated only if sufficient funds have been deposited in the Bond Service Fund to pay the redemption price of the Series of Bonds to be redeemed.

Official notice of redemption having been given as aforesaid, the 2010 Bonds or portions of 2010 Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such 2010 Bonds or portions of 2010 Bonds shall cease to bear interest. Upon surrender of such 2010 Bonds for redemption in accordance with said notice, such 2010 Bonds shall be paid by the Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any 2010 Bond, there shall be prepared, for the Holder a new 2010 Bond or 2010 Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed 2010 Bond. Notwithstanding the immediately preceding sentence, partial redemption of 2010 Bonds may also be noted on the 2010 Bonds.

**SECTION 15.** FORM OF 2010 BONDS. The text of the 2010 Bonds, together with the certificate of authentication to be endorsed therein, shall be in substantially the following form, with such omissions, insertions and variations as may be necessary, desirable, authorized or permitted by this Resolution or by any supplemental resolution adopted prior to the issuance thereof, or as may be necessary to comply with applicable laws, rules and regulations of the United States and of the State in effect upon the issuance thereof. The text of any Series of Bonds, other than the 2010 Bonds shall be as determined by supplemental resolution of the Issuer.

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[FORM OF 2010 BOND]

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF LAKE  
CITY OF TAVARES  
WATER AND SEWER REVENUE BOND, SERIES 2010

FOR VALUE RECEIVED, the City of Tavares, a municipal corporation created and existing under and by virtue of the laws of the State of Florida ( the "Issuer"), hereby promises to pay \_\_\_\_\_ or registered assigns, solely from the special funds hereinafter mentioned, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on the first day of September in the years and installments as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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and to pay, solely from said special funds, interest (computed on the basis of a 365/366-day year if this bond is held by the United States of America, Rural Utilities Service (the "Government"), or if this bond is not held by the Government, computed on the basis of a 360-day year of twelve 30-day months) on the balance of said principal sum from time to time remaining unpaid, from the date of the delivery of this bond to the purchaser hereof, at the rate of \_\_\_\_\_ per centum (\_\_\_\_%) per annum, payable on September 1, 20\_\_, and annually thereafter on the first day of September of each year. Such interest so payable on any interest payment date will, as provided in the Resolution hereinafter mentioned, be paid to the person in whose name this bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date. Both principal of and interest on this bond are payable at \_\_\_\_\_, \_\_\_\_\_, in lawful money of the United States of America. Payments of principal and interest, including prepayments of installments of principal as hereinafter provided, shall be noted by the owner and holder hereof on the Payment Record made a part of this bond, and written notice of the making of each such notation shall be promptly sent to the Issuer. Upon final payment of principal and interest this bond shall be surrendered to the Issuer.

The Bonds of this issue (shall not be) (shall be) subject to redemption prior to their maturity at the option of the Issuer.

(Insert Optional or Mandatory Redemption Provisions)

Notice of such redemption shall be given in the manner required by the Resolution described below.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$\_\_\_\_\_, of like date, tenor and effect, except as to number, principal amount and maturity issued to construct improvements to and expand the Issuer owned and operated water and sewer system, all in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, Resolution No. 93-01 of the Issuer, as amended and supplemented, and particularly as amended and supplemented by Resolution No. \_\_\_\_\_ duly adopted by the Issuer on \_\_\_\_\_, 2010, as supplemented (hereinafter collectively called the "Resolution") and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond is payable solely from and secured by a pledge of the Net Revenues in the manner provided in the Resolution. The lien of this Bond on the Net Revenues is on a parity with the lien thereon of the Parity Bonds.

This Bond does not constitute a general indebtedness of the Issuer within the meaning of any, constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Bond that such Bondholder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Bond or the making of any debt service fund, reserve or other payments provided for in the Resolution.

It is further agreed between the Issuer and the Holder of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon on any property of or in the Issuer including the System, but shall constitute a lien only on the Net Revenues all in the manner provided in the Resolution.

The Issuer has entered into certain covenants with the Holders of the Bonds of this issue for the terms of which reference is made to the Resolution.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Bond is registrable by the Bondholder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Bond.

As provided in the Resolution, this bond is exchangeable at the expense of the owner and holder hereof at any time, not more than ninety days after surrender of this bond to the Registrar, for an equal aggregate principal amount of serial bonds in the denomination of \$1,000 each or any multiple thereof and maturing in the amounts and on January 1 of the years corresponding to

the years and amounts of the unpaid installments of principal of this bond, and in the form of such serial bonds as provided for in the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of Tavares, Florida, has issued this Bond and has caused the same to be signed by its Mayor, and countersigned and attested to by its Clerk (the signatures of the Mayor, and the Clerk being authorized to be facsimiles of such officers' signatures), and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed \_\_\_\_\_ or reproduced hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF TAVARES, FLORIDA

(SEAL)

\_\_\_\_\_  
Mayor

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Resolution.

Date of Authentication:

\_\_\_\_\_

\_\_\_\_\_

Registrar, as Authenticating Agent

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

Authorized Officer

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Lake County, Florida, rendered on \_\_\_\_\_, 200\_\_.

CITY OF TAVARES, FLORIDA

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Mayor

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Please insert Social Security or other identifying number of transferee) \_\_\_\_\_ the attached bond of the City of Tavares, Florida, and does hereby constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the books kept for Registration thereof, with full power of substitution in the premises.

Date \_\_\_\_\_

Signature Guaranteed by

\_\_\_\_\_  
(member firm of the New York Stock Exchange or a commercial bank or a trust company.)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: No transfer will be registered and no new Bonds will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

(FORM OF PAYMENT RECORD)

**PAYMENT RECORD**

<u>Due</u> <u>Date</u>	<u>Principal</u> <u>Payment</u>	<u>Principal</u> <u>Balance Due</u>	<u>Interest</u> <u>Date</u>	<u>Date</u> <u>Paid</u>	Signature of Owner's Authorized Official and <u>Title</u>
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PRINCIPAL INSTALLMENTS ON WHICH PAYMENTS HAVE  
BEEN MADE PRIOR TO DUE DATE

<u>Principal Date</u>	<u>Due Amount</u>	<u>Principal Prepaid</u>	<u>Balance Due</u>	<u>Principal Date Paid</u>	<u>Signature of Owner's Authorized Official and Title</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(ALTERNATIVE FORM OF SINGLE BOND)

In the event that the Issuer shall elect not to issue Notes pursuant to the provisions of this Resolution and in lieu of interim construction financing the 2010 Bonds shall be purchased by the Government prior to commencement of construction of the 2010 Project, or in the event that the Issuer shall issue Notes but the 2010 Project shall not be substantially complete when such Notes shall mature and the Government shall nonetheless be willing to purchase the 2010 Bonds prior to the maturity of such Notes in order to provide a part of the moneys required to retire such Notes and to provide the remainder of the interim construction financing, then the Government will take delivery of the 2010 Bonds as a single bond in the form above provided, with the following modifications; (1) the first paragraph of the foregoing form of single Bonds shall be stricken and the next succeeding three paragraphs shall be substituted therefor; and (2) the form for recording receipts of 2010 Bond proceeds which follows such three paragraphs shall be inserted in such form of single Bond immediately preceding the Form of Assignment thereon.

FOR VALUE RECEIVED, City of Tavares a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), hereby promises to pay the UNITED STATES DEPARTMENT OF AGRICULTURE, Rural Development (the "Government"), or registered assigns, solely from the special funds hereinafter mentioned, the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on the first day of September in the years and installments as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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and to pay, solely from said special funds, interest (computed on the basis of a 365/366-day year if this bond is held by the Government, or if this bond is not held by the Government, computed on the basis of a 360-day year of twelve 30-day months) on the balance of each portion of said principal sum from time to time remaining unpaid, from the date such portion shall be received by the Issuer pursuant to the terms hereof, at the rate of \_\_\_\_\_ per centum (\_\_\_\_\_% per annum, payable on September 1, 20\_\_, and annually thereafter on the first day of September of each year. Such interest so payable on any interest payment date will, as provided in the Resolution hereinafter mentioned, be paid to the person in whose name this bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

The Government and the Issuer intend that the proceeds to be derived by the Issuer from the sale of this bond to the Government shall be paid to the Issuer by the Government in installments as the same shall be needed by the Issuer from time to time for the payment of part of the cost of retiring bond anticipation notes issued by the Issuer in anticipation of the issuance of this bond and some of the items of the Cost of the 2010 Project hereinafter mentioned. The Issuer will acknowledge receipt upon the schedule provided hereon for such purpose of each portion of the principal hereof so paid by the Government to the Issuer and the date of such receipt.

Both principal of and interest on this, bond are payable at \_\_\_\_\_, \_\_\_\_\_, or at such other places as the Government shall from time to time in writing designate to the Issuer, in lawful money of the United States of America. Payments of principal and interest, including prepayments of installments of principal as hereinafter provided, shall be noted by the owner and holder hereof on the Payment Record made a part of this bond, and written notice of the making of each such notation shall be promptly sent to the Issuer. Upon final payment of principal and interest, this bond shall be surrendered to the Issuer.



**SECTION 16.** CREATION OF CONSTRUCTION FUND. There are hereby created and established the "City of Tavares 2010 Construction Fund" (hereinafter sometimes called the "Construction Fund") to the credit of which deposits shall be made as required by Section 17 hereof.

**SECTION 17.** APPLICATION OF 2010 BOND PROCEEDS. The proceeds, including accrued interest and premium, if any, received from the sale of the 2010 Bonds shall be applied by the Issuer simultaneously with the delivery of such 2010 Bonds to the purchaser thereof, as follows:

(A) Any accrued interest shall be deposited in the Interest Account and shall be used only for the purpose of paying interest becoming due on the 2010 Bonds.

(B) The balance of the proceeds of the 2010 Bonds shall be deposited into the Construction Fund and used for the purpose of paying 2010 Project Costs or to the Notes Payment Account created pursuant to Section 30(C) hereof.

**SECTION 18.** DISBURSEMENTS FROM CONSTRUCTION FUND. Moneys on deposit from time to time in the Construction Fund shall be used to pay or reimburse the following Costs for the 2010 Project:

(A) Costs incurred directly or indirectly for or in connection with a 2010 Project including, but not limited to, those for preliminary planning and studies, architectural, legal, financial, engineering and supervisory services, labor, services, materials, equipment, acquisitions, land, rights-of-way, improvements and installation;

(B) Premiums attributable to all insurance required to be taken out and maintained during the period of construction with respect to a 2010 Project to be acquired or constructed, the premium on each surety bond, if any, required with respect to work on such facilities, and taxes, assessments and other charges hereof that may become payable during the period of construction with respect to such a 2010 Project;

(C) Costs incurred directly or indirectly in seeking to enforce any remedy against a contractor or subcontractor in respect of any default under a contract relating to a 2010 Project or costs incurred directly or indirectly in defending any claim by a contractor or subcontractor with respect to a 2010 Project;

(D) Financial, legal, accounting, appraisals, title evidence and printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the 2010 Bonds;

(E) Interest funded from Bond proceeds, if any, for a reasonable period of time, which shall be deposited in the Construction Fund and shall be used as provided in a supplemental resolution of the Issuer;

(F) Any other incidental and necessary costs including without limitation any expenses, fees and charges relating to the acquisition, construction or installation of a 2010 Project, and the making of extraordinary repairs, renewals and replacements, decommissioning

or retirement of any portion of a 2010 Project, including the cost of temporary employees of the Issuer retained to carry out duties in connection with the acquisition, construction or erection of a 2010 Project;

(G) Costs incurred directly or indirectly in placing any 2010 Project in operation in order that completion of such 2010 Project may occur;

(H) Any other costs authorized pursuant to a supplemental resolution of the Issuer and permitted under the laws of the State; and

(I) Reimbursements to the Issuer in accordance with applicable law for any of the above items theretofore paid by or on behalf of the Issuer.

**SECTION 19.** SPECIAL OBLIGATIONS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by the Net Revenues and as otherwise provided herein. No Holder or Holders of any 2010 Bond issued hereunder shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real or personal property therein, or to compel the Issuer to pay such principal and interest from any other funds of the Issuer.

The payment of principal of and interest on the Bonds shall be secured forthwith equally and ratably by, and the Issuer hereby grants to the Bondholders an irrevocable lien on the Net Revenues, on a parity with the lien thereon of the Parity Bonds granted pursuant to the Resolution. The Issuer does hereby irrevocably pledge such Net Revenues to the payment of the principal of, redemption premium, if any, and interest on the 2010 Bonds, for the reserves therefor and for all other payments required hereunder. Such amounts hereby pledged and assigned shall immediately be subject to the lien of this pledge without any further physical delivery thereof or any further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

**SECTION 20.** COVENANTS OF THE ISSUER. The covenants of the Issuer contained in the Parity Resolution (except as otherwise stated herein) shall be deemed applicable to this Resolution and shall apply to the 2010 Bonds issued pursuant to this Resolution as though fully restated herein.

**SECTION 21.** APPLICATION OF PROVISIONS OF PARITY RESOLUTION. The 2010 Bonds, herein authorized, shall for all purposes (except as herein expressly provided) be considered to be Additional Parity Obligations issued under the authority of the Parity Resolution, and shall be entitled to all the protection and security provided therein for Additional Parity Obligations, and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Bonds.

The covenants and pledges contained in the Parity Resolution shall be applicable to the 2010 Bonds herein authorized in like manner as applicable to the Parity Bonds. The principal of, Amortization Installments and interest on the 2010 Bonds shall be payable from the amounts in the accounts within the Debt Service Fund, as applicable, established in the Parity Resolution on

a parity with the Parity Bonds, and payments shall be made into such accounts by the Issuer in amounts fully sufficient to pay the principal of, Amortization Installments and interest on the Parity Bonds and the 2010 Bonds as such principal, Amortization Installments and interest become due.

**SECTION 22.** (A) Deposits To Subaccount in Reserve Account for Benefit of 2010 Bonds. Notwithstanding any provisions of the Parity Resolution to the contrary, the Issuer shall after paying all due principal and interest on the Parity Bonds and the 2010 Bonds, deposit to the subaccount in the Reserve Account hereby created solely for the benefit of the Holders of the 2010 Bonds on a parity with any required deposits to the Reserve Account for the Parity Bonds an amount of one-tenth (1/10<sup>th</sup>) of the Average Annual Bond Service Requirement on the 2010 Bonds (the "Monthly Reserve Deposit Amount"), plus the amount of any deficiency in prior deposits to the Reserve Fund until such time as there is on deposit on the Reserve Fund an amount equal to the Average Annual Bond Service Requirement on the 2010 Bonds and monthly thereafter such amount as may be necessary to maintain in the Reserve Fund the Average Annual Bond Service Requirement on the 2010 Bonds but not exceeding the amount of the Monthly Reserve Deposit Amount. No deposit shall be made to the Reserve Fund whenever the moneys therein shall equal the Average Annual Bond Service Requirement on the 2010 Bonds. Moneys in the Reserve Fund shall be used only for the purpose of the payment of maturing principal of or interest on the 2010 Bonds when the moneys in the debt service fund are insufficient therefor, and for no other purpose. On or prior to each principal and interest payment date for the 2010 Bonds, moneys in the Reserve Fund shall be applied by the Issuer to the payment of the principal of and interest on the 2010 Bonds to the extent moneys in the debt service fund shall be insufficient for such purpose. Whenever the moneys on deposit in the Reserve Fund exceed the amount required to be in deposit, therein, such excess shall be withdrawn and deposited into the debt service fund.

(B) Deposits To Renewal And Replacement Fund. In addition to the deposits required by the Parity Resolution and for as long as the 2010 Bonds are Outstanding, the Issuer shall, after making the deposits required to be made to the Debt Service Fund and to the Reserve Account including all subaccounts therein, deposit on a monthly basis to the Renewal and Replacement Fund, an amount equal to 1/120<sup>th</sup> of the Monthly Reserve Deposit Amount (the "Monthly Renewal Deposit"), provided in no month shall the combined deposits to the account in the Reserve Account herein created and to the Renewal and Replacement Fund pursuant to this section, exclusive of any deposits to the Reserve Fund to cure prior deficiencies in deposits thereto, exceed the Monthly Reserve Deposit Amount.

(C) Compliance With Laws. In consideration for the Government's purchase of the 2010 Bonds The Issuer covenants and agrees while the Government is the Holder of any Outstanding Bonds to perform and comply with, in every respect, the loan and grant agreements which it might have with the Government, or with any governmental agency, and all applicable federal and state laws and regulations.

**SECTION 23.** DEFAULTS; EVENTS OF DEFAULT AND REMEDIES. Except as provided below, if any of the following events occur it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Default in the due and punctual payment of any interest on the Bonds or the Notes;

(B) Default in the due and punctual payment of the principal of and premium, if any, on any Bond or Note, at the stated maturity thereof, or upon proceedings for redemption thereof;

(C) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Resolution or in the Bonds or the Notes and the continuance thereof for a period of thirty (30) days after written notice to the Issuer given by the Holders of not less than twenty-five percent (25%) of aggregate principal amount of Bonds or the Notes then Outstanding (provided, however, that with respect to any obligation, covenant, agreement or condition which requires performance by a date certain, if the Issuer performs such obligation, covenant, agreement or condition within thirty (30) days of written notice as provided above, the default shall be deemed to be cured);

(D) Failure by the Issuer promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations hereunder;

(E) Any act of bankruptcy or the rearrangement, adjustment or readjustment of the obligations of the Issuer under the provisions of any bankruptcy or moratorium laws or similar laws relating to or affecting creditors' rights; or

The term "default" shall mean default by the Issuer in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Resolution, any supplemental resolution or in the Bonds or in the Notes, exclusive of any period of grace required to constitute a default or an "Event of Default" as hereinabove provided.

Any Holder of Bonds or the Notes issued under the provisions hereof or any trustee acting for the Holders of such Bonds, may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under State or federal law, or granted and contained herein, and may enforce and compel the performance of all duties required herein or by any applicable law to be performed by the Issuer or by any officer thereof.

Nothing herein, however, shall be construed to grant to any Holder of the Bonds any lien on any property of the Issuer, except the Net Revenues and only as provided herein.

The foregoing notwithstanding:

(i) No remedy conferred upon or reserved to the Bondholders or the Noteholders is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders or the Noteholders hereunder.

(ii) No delay or omission to exercise any right or power accruing upon any default or 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.

(iii) No waiver of any default or Event of Default hereunder by the Bondholders or the Noteholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

(iv) Acceleration of the payment of principal of and interest on the Bonds or the Notes shall not be a remedy hereunder in the case of an Event of Default.

**SECTION 24.** AMENDING AND SUPPLEMENTING OF RESOLUTION WITHOUT CONSENT OF HOLDERS OF BONDS OR NOTES. The Issuer, from time to time and at any time and without the consent or concurrence of any Holder of any 2010 Bonds or Notes, may adopt a resolution amendatory hereof or supplemental hereto, if the provisions of, such supplemental resolution shall not adversely affect the rights of the Holders of the Bonds or Notes then Outstanding, for any one or more of the following purposes:

(A) To make any changes or corrections in this Resolution as to which the Issuer shall have been advised by counsel that are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(B) To add additional covenants and agreements of the Issuer for the purpose of further securing the payments of the 2010 Bonds or the Notes;

(C) To surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Resolution;

(D) To confirm as further assurance any lien, pledge or charge or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution;

(E) To grant to or confer upon the Holders any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them;

(F) To assure compliance with federal "arbitrage" provisions in effect from time to time;

(G) To modify any of the, provisions of this Resolution in any other aspects provided that such modifications shall not be effective until after the Bonds Outstanding and/or the Notes Outstanding at the time such supplemental resolution is adopted shall cease to be Outstanding, or until the holders thereof consent thereto pursuant to Section 25 hereof, and any Bonds or Notes issued subsequent to any such modification shall contain a specific reference to the modifications contained in such supplemental resolution.

Except for supplemental resolutions providing for the issuance of Bonds pursuant hereto, the Issuer shall not adopt any supplemental resolution authorized by the foregoing provisions of

this Section unless in the opinion of Bond Counsel the adoption of such supplemental resolution is permitted by the foregoing provisions of this Section.

**SECTION 25.** AMENDMENT OF RESOLUTION WITH CONSENT OF HOLDERS OF BONDS. Except as provided in Section 24 hereof, no material modification or amendment of this Resolution or of any resolution supplemental hereto shall be made without the consent in writing of the Holders of fifty-one percent or more in the principal amount of the 2010 Bonds of each Series so affected and then Outstanding. No modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or affecting the promise of the Issuer to pay the principal of and interest on the Bonds as the same shall become due from the Net Revenues as herein provided or reduce the percentage of the Holders of the Bonds required to consent to any material modification or amendment hereof without the consent of the Holder or Holders of all such obligations.

**SECTION 26.** DEFEASANCE. The covenants and obligations of the Issuer shall be defeased and discharged under terms of this Resolution as follows: (except that any Bonds owned by the Government shall not be defeased without the Government's prior written consent).

(A) If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of Bonds or Notes the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated herein, then the pledge and all covenants, agreements and other obligations of the Issuer to the Bondholders or the Noteholders, shall thereupon cease, terminate and become void and be discharged and satisfied. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds and/or the Notes Outstanding the principal or redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated herein, such Bonds or Notes shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements and obligations of the Issuer to the Holders of such Bonds or Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

(B) The Bonds or Notes, redemption premium if any, and interest due or to become due for the payment or redemption of, which moneys shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (A) of this Section 26 (i) in case any of said Bonds or Notes are to be redeemed on any date prior to their maturity, the Issuer shall have given to the escrow agent instructions accepted in writing by the escrow agent to notify Holders of Outstanding Bonds or Notes in the manner required herein of the redemption of such Bonds or Notes on said date and (ii) there shall have been deposited with the escrow agent either moneys in an amount which shall be sufficient, or Acquired Obligations (including any Acquired Obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the escrow agent at the same time, shall be sufficient, to pay when due the principal of or premium, if any, and interest due and to

become due on said Bonds or Notes on or prior to the redemption date or maturity date thereof, as the case may be.

**SECTION 27.** TAX COVENANTS. With respect to any Bonds or Notes for which the Issuer intends on the date of issuance thereof for the interest thereon to be excluded from gross income for purposes of Federal income taxation:

(A) The Issuer shall not use or permit the use of any proceeds of any such Series of Bonds or Notes or any other funds of the Issuer, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Issuer with respect to such Series of Bonds or Notes in any manner, and shall not take or permit to be taken any other action or actions, which would cause any such Series of Bonds or Notes to be a "private activity bond" within the meaning of Section 141 or an "arbitrage bond" within the meaning of Section 148, or "federally guaranteed" within the meaning of Section 149(b), of the Internal Revenue Code of 1986, as amended (the "Code"), or otherwise cause interest on such Series of Bonds or Notes to become subject to federal income taxation.

(B) The Issuer shall at all times do and perform all acts and things permitted by law and this Resolution which are necessary or desirable in order to assure that interest paid on such Series of Bonds or Notes will be excluded from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excluded.

(C) The Issuer shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to insure compliance with the rebate provisions of Section 148(f) of the Code with respect to any such Series of Bonds or Notes for which the Issuer intends on the date of issuance thereof to be excluded from gross income for purposes of Federal income taxation, the Issuer hereby creates the "City of Tavares 2010 Bond Rebate Fund" (hereinafter sometimes called the "Rebate Fund") to be held by the Issuer. The Rebate Fund need not be maintained so long as the Issuer timely satisfies its obligation to pay any rebatable earnings to the United States Treasury; however, the Issuer may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Any moneys held in the Rebate Fund shall not be considered Net Revenues and shall not be pledged in any manner for the benefit of the holders of the Bonds or Notes. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held for future payment to the United States Government as required by the Regulations and as set forth in instructions of Bond Counsel delivered to the Issuer upon issuance of such Bonds.

**SECTION 28.** VALIDATION. The City Attorney and Bond Counsel are hereby authorized to institute appropriate proceedings for the validation of the 2010 Bonds and any and all other proceedings necessary for the Issuer to determine its authority to issue the 2010 Bonds and construct the 2010 Project and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer any pleadings in such proceedings. The City Attorney and Bond Counsel may appear as co-counsel in such validation proceeding.

**SECTION 29.** AUTHORIZATION OF NOTES.

(A) Authorization of Notes. Subject and pursuant to the provisions of this Resolution, one or more series of obligations of the Issuer to be known as "Water and Sewer Revenue Bond Anticipation Notes" (designated appropriately to differentiate among series if more than one series of Notes shall be issued hereunder), are hereby authorized to be issued for the purpose of providing funds to pay a part of the Cost of the 2010 Project pending issuance of the Bonds and for the purpose of providing funds to pay the cost of renewing and extending the obligation evidenced by any series of Notes previously issued.

(B) Description of Notes. The Notes of each series shall be dated as of the date of or prior to the date of their delivery to the initial purchaser or purchasers thereof, shall be payable as to both principal and interest at such place or places, shall mature on or prior to the fifth anniversary of their date and may be in such denomination or denominations, bear interest payable at maturity or periodically and have such registration provisions and redemption privileges as shall be acceptable to such purchaser or purchasers and hereafter specified by resolution of the Issuer. The Notes shall bear such rate or rates of interest not exceeding the legal rate.

(C) Notes Payment Account. The Issuer hereby covenants that with respect to each series of Notes issued hereunder it shall establish an account to be designated as the "The City of Tavares Water and Sewer Revenue Bond Anticipation Notes Payment Account" (designated appropriately to differentiate among series if more than one series of Notes shall be issued hereunder), and into which their shall be deposited from the proceeds of the sale of the Bonds or of a subsequent series of Notes and, to the extent necessary, from any other funds of the Issuer the sum required to pay the principal of such series of Notes on or prior to the maturity date thereof. Moneys on deposit to the credit of such Notes Payment Account shall be applied only to the payment of the principal of and interest on such series of the Notes and, until such moneys shall have been applied to such purpose, there shall be a lien upon all of the moneys of such Notes Payment Account in favor of the holders of such series of Notes.

Any funds remaining on deposit to the credit of such Notes Payment Account after the principal of and interest on such series of Notes shall have been paid in full shall be deposited in the Construction Fund or, if the 2010 Project shall have been completed and the Construction Fund closed, in the Bond Service Fund, whereupon such Notes Payment Account shall be closed.

(D) No Additional Obligations. The issuer covenants and agrees that while any Notes shall remain Outstanding hereunder, the Issuer will not issue any additional obligations or incur any additional indebtedness payable from the Net Revenues, except the 2010 Bonds or refunding Notes.

**SECTION 30.** SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the Bonds, then such covenants, agreements or provisions shall be null and void and

shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder.

**SECTION 31.** GENERAL AUTHORITY. The members of the City Council of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the 2010 Bonds, any Series of Notes and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of any Notes, or the 2010 Bonds to effectuate the sale of the Notes and/or 2010 Bonds to said initial purchasers.

**SECTION 32.** NO THIRD PARTY BENEFICIARIES. Except such other Persons as may be expressly described herein, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Holders any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

**SECTION 33.** NO PERSONAL LIABILITY. Neither the members of the City Council of the Issuer nor any person executing the Bonds or Notes shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 34.** REPEAL OF INCONSISTENT INSTRUMENTS. Any resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 35.** EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon its passage.

ADOPTED this 17<sup>th</sup> day of November, 2010.

(SEAL)

**CITY OF TAVARES, FLORIDA**

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 12**

**SUBJECT TITLE: Resolution #2010-17 – Final Amendment to Fiscal Year 2010**

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**OBJECTIVE:**

To approve Resolution #2010-17 – Final Amendment to Fiscal year 2010.

**SUMMARY:**

Resolution and agenda summary to follow.

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 13**

**SUBJECT TITLE: Resolution #2010-18 – First Amendment to Fiscal Year  
2011 – Roll Forward Items**

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**OBJECTIVE:**

To approve Resolution #2010-18 - First Amendment to Fiscal Year Budget 2011 for carry forward items.

**SUMMARY:**

Resolution and agenda summary to follow.

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 14**

**SUBJECT TITLE: November 2 Referendum Report**

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**OBJECTIVE:** To review the election results of the referendums.

**SUMMARY:** By previous vote of the City Council, two items were placed on the November 2010 ballot, Bonds for the Expansion of Wooton Park and a Charter Amendment to change two year Council terms to four year terms. Attached are charts showing the election results.

The result of the Charter Amendment issue was very clear with 62% of City residents voting not to change the terms of the Council members.

The result of the Bond for Wooton Park Expansion was much closer with 54% of City residents voting not to issue bonds and 46% voting for issuing bonds.

An opportunity is provided for Council to discuss the results of the two referendums.

**OPTIONS:**

Option #1 - Discuss the election results and provide staff direction on any additional work desired by the Council.

Option #2 - No further discussion needed.

**STAFF RECOMMENDATION:**

Discuss the election results.

**FISCAL IMPACT:** None

**LEGAL SUFFICIENCY:** Legally sufficient

**Bond Referendum - Wootton Park Expansion**  
**November 2, 2010 Election Stats**

Precinct	Area	Votes Cast	For	%	Against	%	Undervotes	Voted Early
19	El Red	722	337	46.60%	385	53.32%	30	422
34	Palm Gardens	17	9	52.94%	8	47.06%	0	7
39	Tavares Mobile Homes	761	358	47.04%	403	52.96%	36	476
42	Fox Run	825	409	49.50%	416	50.42%	27	411
48	Lake Francis	1148	543	47.30%	605	52.70%	63	591
55	Scattered Residential	338	150	44.38%	188	55.62%	18	151
69	Imperial Terrace	263	131	49.81%	132	50.19%	10	102
99	Royal Harbor	971	391	40.27%	580	59.73%	24	313
<b>Informal totals</b>		<b>5045</b>	<b>2328</b>	<b>46.14%</b>	<b>2717</b>	<b>53.86%</b>	<b>208</b>	<b>2473</b>

**Note:**

- 389 vote difference
- Won in precinct #34
- 208 chose not to vote on this issue or didn't go to the back of the ballot
- 49% voted before election day via absentee or early voting.
- Of those early votes:
  - 43.5% for / 56% against
  - Won in precincts #34 and #42
  - Tied 50% - 50% in precinct #69

**Definitions:**

- Voted Early* - The combined total of Absentee (or mail-in) Ballots and Early Voting
- Undervote* - The voter did not cast a vote on this particular issue

**Charter Amendment - 4-Year Council Terms  
November 2, 2010 Election Stats**

Precinct	Area	Votes Cast	For	%	Against	%	Undervotes	Voted Early
19	El Red	717	251	35.01%	466	64.99%	36	420
34	Palm Gardens	17	3	17.65%	14	82.35%	0	7
39	Tavares Mobile Homes	716	260	36.31%	456	63.69%	81	450
42	Fox Run	806	310	38.46%	496	61.54%	46	400
48	Lake Francis	1121	415	37.02%	706	62.98%	90	582
55	Scattered Residential	328	94	28.66%	234	71.34%	28	149
69	Imperial Terrace	249	109	43.78%	140	56.22%	24	102
99	Royal Harbor	947	406	42.87%	541	57.13%	48	309
<b>Informal totals</b>		<b>4901</b>	<b>1848</b>	<b>37.71%</b>	<b>3053</b>	<b>62.29%</b>	<b>353</b>	<b>2419</b>

**Note:**

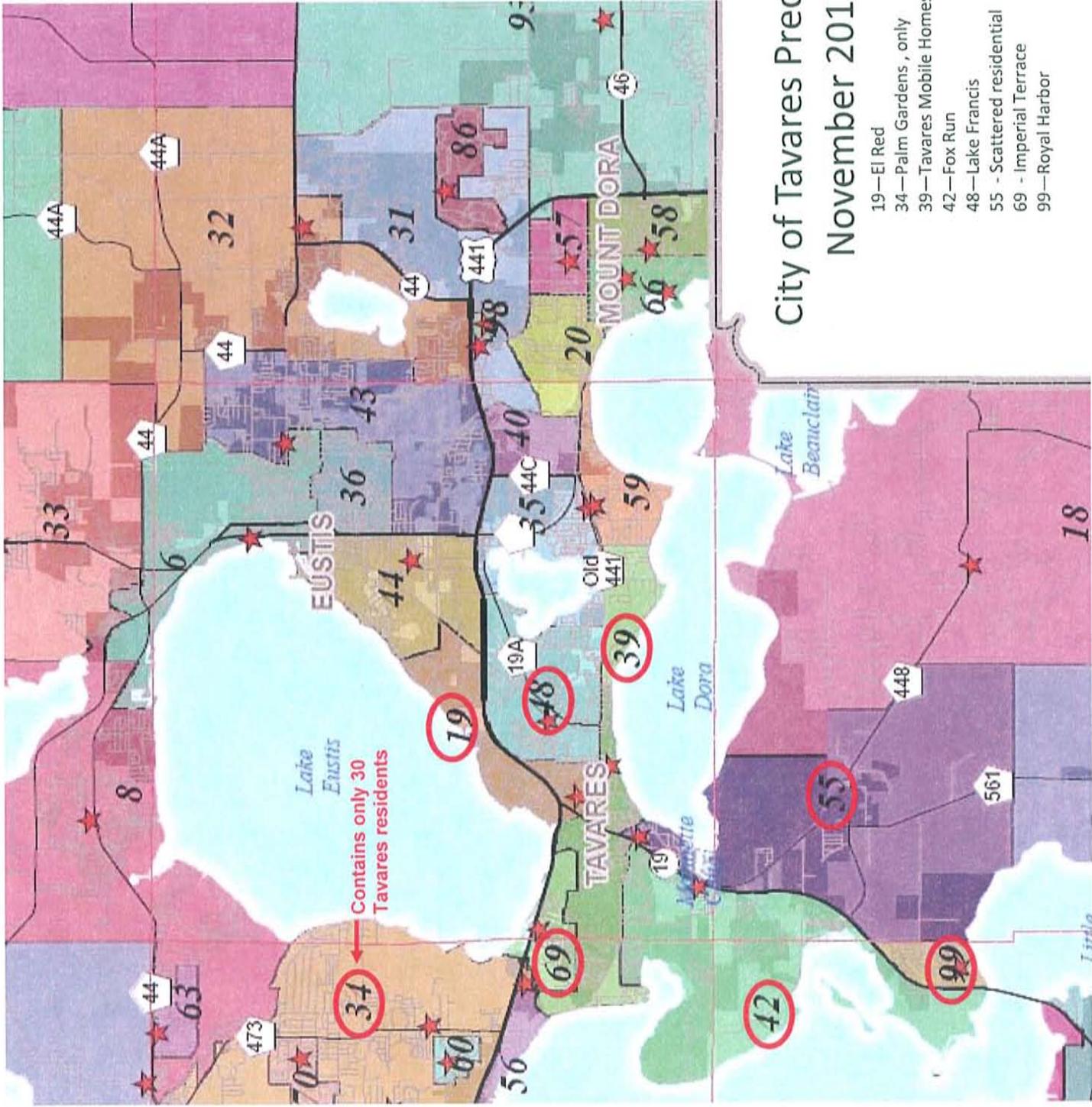
1205 vote difference  
 353 chose not to vote on this issue or didn't go to the back of the ballot  
 49% voted before election day via absentee or early voting.  
 Of those early votes:  
     38% for / 62% against

**Definitions:**

*Voted Early* - The combined total of Absentee (or mail-in) Ballots and Early Voting  
*Undervote* - The voter did not cast a vote on this particular issue

# City of Tavares Precincts November 2010

- 19—El Red
- 34—Palm Gardens , only
- 39—Tavares Mobile Homes
- 42—Fox Run
- 48—Lake Francis
- 55 - Scattered residential
- 69 - Imperial Terrace
- 99—Royal Harbor



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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: NOVEMBER 17, 2010**

**AGENDA TAB NO: 15**

**SUBJECT TITLE: Request to Extend City-wide Impact Fee Waiver Program**

**OBJECTIVE:**

To have City Council consider the extension of a City-wide impact fee waiver program

**SUMMARY:**

At its meeting held December 9, 2009, the City Council approved Ordinance 2009 – 34 which waived the imposition of City impact fees City-wide for the period Jan.1 2010 – Dec. 31, 2010.

**Impact Fees**

The imposition of impact fees by local governments became popular in the mid-1990's as the State of Florida was experiencing rapid growth and local governments could not keep up with the needed funding for infrastructure necessary to support that new growth.

The theory was that impact fees were a method for new growth to pay for the costs of local government infrastructure needed to support the new growth that was occurring. Initially, impact fees were levied for water and sewer infrastructure soon to be followed by transportation impact fees. Many local governments then implemented impact fees for fire, police, recreation and libraries. Finally, many counties in conjunction with the local School Board began implementing school impact fees.

Based on case law developed over time, there had to be a "rational nexus" in that the cost of an impact fee had to be equitably spread among the various land use categories for the specified fee being charged and the fees collected for a specified function had to be spent in the general geographic area in which the fee has been collected.

Over time, impact fees levied for various functions by various levels of government - city, county and school boards – have resulted in a multi-level and sometimes confusing impact fee structure.

## City of Tavares – Background Information

From information presented during past budget discussions, it was shown that the property tax base of the City of Tavares is approximately 80% residential and 20% non-residential. The goal of the City Council has been through its economic development program to encourage commercial development to more evenly spread the costs of local government between residential and commercial land uses. The ideal breakdown would be a tax base of 60% residential and 40% commercial.

Exhibit 1 depicts two separate sets of information: (1) the construction value and number of residential and non-residential building permits issued for the five-year period 2005 – 2009 and (2) the taxable assessed value of residential and commercial real property for the six-year period 2005 – 2010.

The total value of building permits issued ranged from a high in 2005 of \$102 million to a low of \$11.2 million in 2009. The total number of building permits issued ranged from a high of 610 in 2005 to a low of 31 in 2009. For the years 2005 – 2007 the percentage value of residential construction value ranged from 94% to 75% of the total value of construction. In the two-year period of 2008 – 2009, the percentage value of commercial construction as a percentage of the total value of construction ranged from 47% to 65%.

Over the five-year period of 2005 – 2009, the number and value of building permits issued in the City dropped precipitously with the percentage value of commercial construction ranging from 47% to 65% in 2008 and 2009.

The taxable assessed value of residential and commercial property roller-coasted in the period 2005 – 2010. The total taxable assessed value increased from \$395 million in 2005 to a high of \$854 million in 2008 back down to \$529 million in 2010. This steep decline in taxable residential value reflects the total downturn of residential values in the housing market coupled with the doubling of the homestead exemption in 2009. The recovery of the taxable value of residential property will be very slow due to the glut of the current housing market with foreclosed homes, as well as the “Save Our Homes” valuation cap on the annual increase of homestead residential properties.

The taxable assessed valuation of commercial property increased from a low of \$80 million in 2005 to \$198 million in 2009, an increase of \$118 million or 247%. The percentage of commercial taxable assessed value as a percentage of total taxable assessed value increased from 20.4% in 2005 to 25% in 2010. This indicates a slow shift in the taxable value of the tax base to a higher level of commercial value.

## City-Wide Impact Fee Waiver Program – January – October 2010

Since January 2010 the City has waived all City impact fees for all construction within the City Limits of Tavares.

Exhibit 2 shows the results of the impact fee waiver program for the first ten months of 2010.

Permits have been approved for new construction valued at \$31,016,761 with resulting impact fee waivers of \$1,817,254. For every dollar of impact fee waived results in \$17.07 of new value construction.

Of the \$31 million in new construction, \$22.6 million or 73% was for commercial construction and \$8.3 million or 27% was for residential construction. It should be noted that since no new subdivisions have been approved in the last year, all of the residential construction is in-fill of existing subdivisions.

It should be noted that permits for all of the projects have been approved but all of the permits have not been pulled. Final financing approvals on a few of the larger projects are still awaiting approval.

#### City of Tavares Tax Base and Impact Fees

The first 10 months of the City-wide Impact Waiver program has produced positive results in that new commercial construction has been encouraged and limited new residential construction has resulted in the infill of existing residential areas.

The estimated \$31 million of new construction value in the first 10 months of 2010 is almost three times the new construction value of \$11million in year 2009.

In speaking with the owners of several of the large commercial projects for which building plans have been approved, all have stated that the current impact fee waiver program was a major consideration in moving their projects forward at this time.

Of the estimated \$1.8 million in impact fees waived in 2010, the majority would be for water and sewer impact fees. While the City has been fortunate to receive sizeable water and sewer grants and loans to upgrade the existing system, at some point the need for some level of water and sewer impact fees needs to be addressed.

In considering whether or not to extend the current impact fee waiver program, the basic dichotomy of the issue is the immediate growth in the property tax base, primarily in the commercial area that will continue over time, versus one-time impact fee revenue that can be used to offset the costs of public infrastructure.

Over the last 24 months, the economy in our Nation and State has been in the worst recession since the Great Depression in the 1930's. Millions of jobs have been eliminated and unemployment is at record levels. The housing market is primarily being fueled by the sale of foreclosed homes and short sales. While recent economic indicators seem to point to a "bottoming out" of the recession it will take years for the job market to recover and the construction industry to rebound.

Based on these conditions and the fact that the current City-wide impact fee waiver program has produced positive impacts, it is recommended that the current City-wide impact fee waiver program be extended through December 2011 or in the alternative that the City-wide impact fee waiver program be extended through June 2010 and that thereafter impact fees can be paid over a five-year period with interest charged at the prevailing rate.

At its meeting held November 8, 2010, the CRA Advisory Committee reviewed this issue and the two options. After review and discussion, the CRA Advisory Committee by a vote of 4 – 0 approved recommending that the City Council select Option 1 below to extend the impact fee waiver program through December 2011.

#### **OPTIONS:**

1. To make a motion to approve public hearings in December on an Ordinance to extend the current City-wide impact fee waiver program through December 2011.
2. To make a motion to approve public hearings in December on an Ordinance to extend the current City-wide impact fee waiver program through June 2010 and thereafter allow that impact fees can be paid over a five-year period with interest charged at the prevailing rate.
3. To take no action and allow for the current City-wide impact fee waiver program to expire as of December 2010.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Council considers approval of Option 1 or 2.

#### **FISCAL IMPACT:**

The fiscal impact will be dependent on the level and type of building permits that are pulled during the 12 month time frame. Based on the results of the first 10 months of the current City-wide impact fee waiver program, every dollar of impact fees that were waived resulted in \$17.07 of new construction value.

**LEGAL REVIEW:**

This proposal has been reviewed and approved by the City Attorney.

# EXHIBIT 1

## City of Tavares

### Residential and New Construction Permits Issued per Fiscal Year

Fiscal Year	Commercial & Residential Property	Residential Property	No.	% Residential	Commercial Property	No.	% Commercial
2005	\$102,543,594.00	\$96,326,540.00	583	93.94%	\$6,217,054.00	27	6.06%
2006	\$75,767,506.00	\$57,453,714.00	365	75.83%	\$18,313,792.00	28	24.17%
2007	\$32,350,749.00	\$24,038,524.00	155	74.31%	\$8,312,225.00	13	25.69%
2008	\$31,094,860.00	\$16,333,398.00	86	52.53%	\$14,761,462.00	17	47.47%
2009	\$11,272,027.00	\$3,880,011.00	24	34.42%	\$7,392,016.00	7	65.58%

### Taxable Assessed Value of Real Property

Fiscal Year	Residential & Commercial Property	Residential Property	% Residential	Commercial Property	% Commercial
2005	\$395,057,039.00	\$314,292,456.00	79.56%	\$80,764,583.00	20.44%
2006	\$571,345,791.00	\$449,730,616.00	78.71%	\$121,615,175.00	21.29%
2007	\$730,057,781.00	\$578,959,639.00	79.30%	\$151,098,142.00	20.70%
2008	\$854,994,055.00	\$668,605,480.00	78.20%	\$186,388,575.00	21.80%
2009	\$762,026,655.00	\$563,727,801.00	73.98%	\$198,298,854.00	26.02%
2010	\$529,262,580.00	\$396,449,871.00	74.91%	\$132,812,709.00	25.09%

EXHIBIT 2

City of Tavares

Impact Fee Waiver program

January 2010 to -October 31<sup>st</sup>, 2010

The City of Tavares adopted its impact fee waiver ordinance on December 16<sup>th</sup>, 2009. Since that date, the City has processed building permits for the following new construction projects:

<u>Types of Project</u>	<u>Valuation</u>	<u>Total Fees Waived</u>
<b>Commercial:</b>		
Alzheimer/Assisted Living Facility *	\$15,000,000	\$882,278
Massey's	382,523	8,171
Bartch Annexation	161,300**	1,252
Ellrodt Office	185,000	6,332
Lane Park Storage Complex*	1,640,518	1,438
Kooser's BBQ	115,000	42,853
Dollar Tree	650,000	28,954
Lemon's Sports Complex*	<u>4,500,000</u>	<u>562,392</u>
<b>Total Commercial</b>	<b>\$22,634,341</b>	<b>\$1,533,670</b>
<b>Residential:</b>		
Multi-Family	\$3,123,015	\$179,407
Single Family	<u>5,259,405</u>	<u>104,177</u>
<b>Total Residential</b>	<b>\$8,382,420</b>	<b>\$283,584</b>
<b>GRAND TOTAL</b>	<b>\$31,016,761</b>	<b>\$1,817,254</b>

\*A building permit application has been received for this project. It has been reviewed and is expected to be issued in the near future.

\*\*Assessed Value of annexed property connecting to city utilities.

All individuals that have received impact fee waivers since the inception of this program have indicated, in writing, that the waivers contributed significantly with their decision go ahead with their projects.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: NOVEMBER 17, 2010**

**AGENDA TAB NO: 16**

**SUBJECT TITLE: Approval of Minimum Standards for Commercial Activities and Service Providers Operating at the Tavares Seaplane Base & Marina**

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**OBJECTIVE:**

To have City Council approve the attached Minimum Standards for Commercial Activities and Service Providers operating at the Tavares Seaplane Base & Marina

**SUMMARY:**

Most airports have Minimum Standards governing the operations of commercial activities and service providers providing services at the airport.

In the case of the Tavares Seaplane Base & Marina there are private operators providing scenic boat tours; boat, jet ski and kayak rentals; as well as flight training and seaplane rides. Other contract services may be added in the future.

Staff has developed the attached Minimum Standards to govern the Commercial Activities and Service Providers operating at the Tavares Seaplane Base & Marina.

**OPTIONS:**

1. To approve the attached Minimum Standards to govern the operation of Commercial Activities and Service Providers operating at the Tavares Seaplane Base & Marina.
2. To not approve the attached Minimum Standards.

**STAFF RECOMMENDATION:**

Staff recommends that the Council moves to approve the attached Minimum Standards to govern the operation of Commercial Activities and Service Providers operating at the Tavares Seaplane Base & Marina

**FISCAL IMPACT:**

The Minimum Standards will provide for the orderly contracting of services with the revenues varying by the type of the contract.

**LEGAL CONSIDERATIONS:**

The City Attorney has reviewed and approved the attached Minimum Standards.

Minimum Standards for Commercial Activities and Service  
Providers at the  
Tavares Seaplane Base & Marina at Wooton Park



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***Section 1 – Preamble and Policy***

It is the prerogative of the City of Tavares to impose Rules and Regulations for the operation and use of its airport and marina facilities and set Minimum Standards to establish the threshold entry criteria for those wishing to engage in providing activities and services to the public at the Seaplane Base & Marina.

The City will make the Seaplane Base & Marina available for public use on reasonable terms and conditions without unjust discrimination. The City may establish such reasonable, and not unjustly discriminatory, conditions to be met by all Commercial Service Providers as may be necessary for the safe and efficient operation of the Seaplane Base & Marina.

The Tavares Seaplane Base & Marina (TSBM), a wholly owned subsidiary of the City of Tavares, being the Owner and in a position of responsibility for the administration of Tavares Seaplane Base & Marina (TSBM) does hereby establish the following Policy for Minimum Standards

These Minimum Standards are the threshold entry requirements for those wishing to provide commercial activities and services to the public and to insure that those who are currently providing commercial activities and services as approved, are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation and marine role of the TMSB facilities that currently exist, services being offered, the future planned development, and to promote fair competition at TSBM. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the commercial aeronautical and marine service providers, relate primarily to the public interest and discourages substandard entrepreneurs, thereby conserving competent aviation and marine activity and protecting the TSBM users.

*Special Restrictions on Seaplane Base & Marina Land and Facility Use.* The Tavares Seaplane Base & Marina retains the exclusive right to operate as the sole Fixed Base Operator (FBO) at the TSBM with the ability to provide aviation and marine fuel for sale and commercial aviation and marine fuel delivery.

No person shall be granted the right to conduct any commercial aeronautical or marine or non-aeronautical activity upon TSBM, nor shall any person be permitted to use any land or conduct any commercial aeronautical or marine or non-aeronautical activity or the solicitation of business in connection therewith, unless such activity is conducted in accordance with these standards. The issuance of the proper permits, licenses, and the execution of a valid contract or agreement with the City of Tavares to conduct such activities will be required.

**These Minimum Standards for Commercial Activities and Service Providers at the Tavares Seaplane Base & Marina may be amended from time to time by the City of Tavares.**

**All Appendixes to the Minimum Standards shall be reviewed annually and revised and/or updated accordingly.**

***Section 3– Applications and Qualifications***

Demonstration of intent to conduct a business operation at the Seaplane Base & Marina shall be by application to the City of Tavares. The written application may be required by the City of Tavares to contain the minimum the following:

1. The resume of individual(s) proposing business. The proposed nature of the business. A business plan shall be used to express the proposed nature of the business. (See a business plan outline at **APPENDIX 2**.)
2. The signatures and legal names of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
3. The name, telephone number and address of the primary contact person.
4. A current financial statement prepared or certified by a Certified Public Accountant or a Registered Public Accountant may be required.
5. A listing of assets owned, or being purchased, or leased which will be used in the business at the Seaplane Base & Marina.
6. A current credit report for each party owning or having 20 percent or more financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the five-year period immediately prior to such application.
7. An agreement to provide a bond or suitable guarantee of adequate funds to the City of Tavares to be used as a security deposit may be required.
8. Proof (copy or insurance company letter of intent) of liability coverage for the commercial business activity or service with limits and coverage as specified by the City with the City of Tavares named as additionally insured.
9. The approximate number of persons to be employed including names and qualifications of management or supervisory personnel and whether they are to be full or part time employees.
10. Such other information as the City of Tavares may require.

***Section 4 Action on Application***

All applications will be reviewed and acted upon by the City of Tavares within 45 days from the receipt of the application. If the application is approved, a contract with the City will be prepared and presented to the City Council for its consideration.

***Section 5 – Minimum Standards***

The following shall apply to all prospective commercial service and activity providers wishing to conduct business at the Tavares Marina/Seaplane Base:

**1. Commercial activity and service providers** for the purposes of the Tavares Seaplane Base & Marina Minimum Standards shall mean person(s) engaged in commercial and service activities as described in this section of the Minimum Standards.

***Commercial services and activities*** shall consist of those services and activities generally offered at any airport or marina, excluding the sale of aviation and marine fuel. Such services shall include but not be limited to:

Providing flight instruction; charter or rental of aircraft, ; air taxi service; sightseeing services; aerial photography and surveying;

***Terms.*** Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment with planned operations on the Seaplane Base & Marina.

***“Insurance Requirements.”*** All commercial activity and service providers shall demonstrate to the satisfaction of the City Tavares evidence of the their insurance coverage as stipulated by the City of Tavares for each particular type of operation and name the City of Tavares as an additional insured. A commercial activity and service provider may make its own analysis to determine if more is needed. However, such policy or policies of insurance shall be maintained in full force and effect during the terms of existing leases, agreements or business licenses or renewals or extensions thereof with a 30-calendar day written notice of cancellation to the City Tavares. Such policies shall not be for less than the amounts determined by the City of Tavares, however, in all cases, amounts of policies must meet the statutory requirements of applicable governmental agencies and be approved in writing by the City of Tavares.

***Section 9 – Aircraft Flight Training***

Statement of Concept

A Flight training service provider engages in instructing pilots in dual and/or solo flight training, in fixed wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written flight examination for the category or categories of pilots' certificates and ratings involved.

Minimum Standards

1. The company shall have available for use in flight training, either owned or the ability to lease under written agreement, properly certificated aircraft.
2. The company shall have at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.
3. The company shall have and maintain an air conditioned office at the Seaplane Base Terminal building adequate to conduct pre-flight, ground school and business transactions.

**Insurance types and amounts as required by the City of Tavares for this activity**

***Section 10 – Aircraft Charter and Air Taxi***

Statement of Concept

An ON-demand, scheduled air charter or air taxi provider engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Minimum Standards

1. The company shall provide, either owned or under written lease, the type, class, size and number of aircraft intended to be used by the company. Aircraft must meet all FAA and DOT requirements of the air taxi commercial certificate held by the company.
2. The company shall have and maintain an air conditioned office at the Seaplane Base Terminal building adequate to conduct ticket sales and business transactions associated with the Charter operations.

**Insurance types and amounts as required by the City of Tavares for this activity.**

***Section 11 – Specialized Commercial Flying Services***

Statement of Concept

1. A specialized commercial flying service provider engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:
  - a. Sightseeing flights.
  - b. Aerial Application.
  - c. Any other operation as determined by the TSBM.

Minimum Standards

1. The company shall lease sufficient space to accommodate all activities and operations proposed by the firm. The minimum areas in each instance shall be subject to the approval of the City of Tavares All companies' shall have the availability of aircraft suitably equipped and certified for the particular type of operation they intend to perform.
2. The company shall have and maintain an airconditioned office at the Seaplane Base Terminal building adequate to conduct ticket sales and business transactions associated with the Specialized Commercial Flying Services.

**Insurance types and amounts as required by the City of Tavares for this activity.**

***Section 12 – Aircraft Lease and Rental***

Statement of Concept

A business engaged in the rental or lease of aircraft to the public.

Minimum Standards

1. Aircraft:

The firm shall have available for rental, either owned or the ability to lease under written agreement to the company sufficient aircraft as specified in the Company's proposal.

2. The company shall have and maintain an air conditioned office at the Seaplane Base Terminal building adequate to conduct business transactions associated with the rental of aircraft to the public.

**Insurance types and amounts as required by the City of Tavares for this activity.**

***Section 13 WATER CRAFT RENTAL OPERATIONS***

All Water Craft Rental Operations will be subject to the following minimum standards:

**A. Core Service Requirements**

1. Adequate ramp service for Water Craft Rental users, with a qualified attendant available on the ramp for the purpose of providing Water Craft guidance and Water Craft docking.
1. Water Craft Rental Operations must provide all necessary USCG mandatory safety equipment.
2. Water Craft Rental Operations must adhere to Florida Statute 327.54 and Rule 68D-36.107

**B. Land and Facility Requirements**

1. The minimum facilities required will be as follows:
  - a. Must maintain an office within one mile of the Seaplane and Marina basin
  - b. Must provide four personal watercraft not to be more than three years of age.
  - c. Must provide power driven vessels for rental fleet.

**D. Public Service Hours**

Hours as agreed to by the Tavares Seaplane Base & Marina.

**C. Insurance**

**Insurance types and amounts as required by the City of Tavares for this activity**

***Section 14 Excursion and tour boat operations***

All tour boat operations will be subject to the following minimum standards:

**A. Core Service Requirements**

1. Adequate dock service for vessels, with a qualified United States Coast Guard licensed Captain and qualified deck hand available on the dock for the purpose of providing passenger guidance and vessel docking.
2. Vessel operations must provide all necessary Coast Guard mandatory safety equipment and maintain all Coast Guard requirements.
3. Must maintain an office within one mile of the Seaplane and Marina basin

**B. Public Service Hours**

1. Vessel operators must provide a set schedule with tours operating at least once daily and on a minimum of five days per week.
2. Captain and crew must be present at least one hour before scheduled departure.

**C. Insurance**

**Types and amounts of insurance shall be as specified by the City for this activity.**

*Section 19 – Environmental*

Any service provider, person, party, firm, sublease, sub-subleasee, or corporation operating at the Seaplane Base/Marina must comply with all federal, state, and local environmental requirements as they exist and may be amended from time-to-time.

***Section 20 – Security***

Any service provider, person, party, firm, subleasee, sub-subleasee, or corporation operating at the Seaplane Base & Marina must comply with the Tavares Seaplane Base & Marina Security Plans, Rules and Regulations, and all federal, state, and local Security requirements as they exist and may be amended from time-to-time.

***Section 21 - Enforcement of Violations of the Minimum Standards***

Violation of any of the terms, conditions, requirements, standards, or prohibitions of these Minimum Standards by a person or entity that does not have a current agreement with the City of Tavares may be punished in accordance with County, State or Federal Regulations.

Violation of any of the terms, conditions, requirements, standards, or prohibitions of these Minimum Standards by a person or entity that has an existing agreement with the City of Tavares may be grounds for the termination of the non-exclusive right to do business at the Tavares Seaplane Base & Marina or punished in accordance with County, State or Federal Regulations or as provided for in the provisions of the agreement, or both, cumulatively.

## APPENDIX 1

### Proprietary Exclusive Activities

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The City of Tavares has exercised its proprietary right to provide certain commercial services and activities exclusively, including aircraft and marine fueling, and property management.

A. **Fueling:** The City of Tavares shall be the sole commercial provider of aviation and marine petroleum products.

B. **Aircraft Servicing:** The Seaplane Base shall be the sole provider of aircraft servicing which shall include, but is and shall not be limited to, parking, securing, loading and unloading, and other such services that are commonly associated with aircraft arrivals and departures.

C. **Property Management:** The City of Tavares shall be the sole -lessor of Seaplane Base/Marina property and facilities for aeronautical and marine activities at the Seaplane Base/Marina..

## APPENDIX 1A

### Aircraft and Marine Fuel Service

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#### Statement of Concept

Tavares Seaplane Base & Marina is the only authorized provider of aircraft and marine fuel service supporting itinerant aircraft and boat vessel operations and operations of aircraft and boats based at the Seaplane Base & Marina.

#### Minimum Standards

No unauthorized Operator shall provide fuel on the airport.

Only the City of Tavares Seaplane Base & Marina is permitted to sell, store, or provide aircraft and marine fuel to or on the Seaplane Base & Marina.

APPENDIX 2

Insurance Requirements

<b>Type of Insurance</b>	<b>Minimum Limits</b>	<b>When Needed</b>
Workmen's Compensation	Statutory	Statutory
Airport Liability	\$2 Million General Liability	For all commercial operators and general aviation tenants.
Aircraft Liability	Risk Analysis	To be determined.
Builders Risk	Risk Analysis	Construction projects.
Contractual Liability	Risk Analysis	To be determined.
Property Insurance	Replacement value	Covers physical damage of facilities constructed on airport property.
Automobile Liability	Statutory minimum	Vehicles driven on the airport premises.
Chemical Liability	Statutory minimum	Aerial applicators, etc.
Environmental	Risk Analysis	To be determined.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 17  
SUBJECT TITLE: HWY. 441/SR 19 FOUNTAIN LENS CHANGE OUT**

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**OBJECTIVE:**

To replace the clear 441 fountain light lenses with a color variety for the upcoming Christmas Holiday and Light-Up Celebration at an estimated cost of \$524.00.

**SUMMARY:**

In the past, the City of Tavares hired Vertex Water Features (who is under contract for the quarterly maintenance of the fountain) to temporarily replace the clear lenses with color lenses for different holidays such as St. Patrick's Day, 4<sup>th</sup> of July, and Christmas. The City previously purchased the color lenses, therefore the only cost would be for the labor and possible any damaged gaskets. The estimated cost to install the color lenses is \$225; to re-install the clear lenses will be \$225.00 plus a service call charge of \$74.00.

(The initial change out would be performed in conjunction with our quarterly maintenance, therefore only one \$74.00 service charge is needed.)

**OPTIONS:**

- 1) Approve the color lens change out and re-installation of clear lenses at a cost of \$524.00
- 2) Do not approve color lens change out at a cost of \$524.00

**STAFF RECOMMENDATION:**

Move to approve the cost of the lens color change on the 441 fountain at a cost of \$524.00

**FISCAL IMPACT:**

There are sufficient funds in Contractual Services (General Services) 001-4101-541-34-10 to cover this amount.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 18  
SUBJECT TITLE: Bus Barn Update**

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**OBJECTIVE:**

Councilmember Wolfe will provide an update on negotiations with the School Board regarding the bus barn property and the proposed public safety complex.

**SUMMARY:**

To be discussed at meeting.

**OPTIONS:**

Councilmember Wolfe will make a report.

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
November 17, 2010**

**AGENDA TAB NO. 19**

**SUBJECT TITLE: City Administrator Report**

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**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY: Will be presented at meeting**

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

- City Council Regular Meeting – December 1, 2010
- Chamber of Commerce Business Luncheon – November 24, 2010 – 11:30 a.m.
- Fire Pension Board – December 17, 2010 – 3:30 p.m.
- Lake Sumter MPO – Board Meeting – December 8, 2010 – 2 p.m. – Location to be announced
- Library Board – December 10, 2010– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board – November 18, 2010 – 3:00 p.m.
- Police Pension Board – December 17, 2010 – 1:30 p.m.
- **EVENTS:**
  - Light Up Tavares – December 4, 2010 – 5:30 p.m. Parade

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
November 17, 2010**

**AGENDA TAB NO. 20**

**SUBJECT TITLE: City Councilmembers Report**

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**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY:**

Council will be offered an opportunity to provide a report at the meeting. Attached is any additional supporting information.

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

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