



**AGENDA
TAVARES CITY COUNCIL
July 20, 2022
4:00 PM
TAVARES CITY HALL COUNCIL CHAMBERS
201 E MAIN STREET, TAVARES**

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

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

Tab 1 Pastor Mike Ellis, Umatilla Baptist Church

III. APPROVAL OF AGENDA

IV. PROCLAMATIONS/PRESENTATIONS

Tab 2 Tavares Chamber of Commerce Update

V. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE COMMUNICATIONS

VI. READING OF ALL ORDINANCES/RESOLUTIONS INTO RECORD

VII. CONSENT AGENDA

VIII. RESOLUTIONS

Tab 3 Resolution 2022-11 Acceptance of CDBG - CV Grant for Public Works Complex Lake Technical College Transportation Workforce Program

IX. ORDINANCES - PUBLIC HEARING

First Reading

Second Reading

Tab 4 Ordinance 2022-06 - Nahas Property - Annexation & Rezoning of

Approximately 19.81 Acres Located at the Northwest Corner of Mt Homer Rd. and East Burleigh Blvd. (Community Development)

- Tab 5 Ordinance 2022-07 - Nahas Property - Small Scale FLUM Amendment of Approximately 19.81 Acres Located at the Northwest Corner of Mt Homer Rd. and East Burleigh Blvd. (Community Development)**
- Tab 6 Ordinance 2022-08 - Park Square Homes - Annexation & Rezoning of Approximately 03.13 Acres Located West of SR-19, South of Slim Haywood Ave., North of Camp Rd. (Community Development)**
- Tab 7 Ordinance 2022-09 - Park Square Homes - Small Scale FLUM Amendment of Approximately 03.13 Acres Located West of SR-19, South of Slim Haywood Ave., North of Camp Rd. (Community Development)**
- Tab 8 Ordinance 2022-05 - Gorgeous Groves, Inc. - Rezoning of Approximately 220 Acres Located West of the Intersection of Woodlea Rd. and Lane Park Rd. (Community Development)**

X. GENERAL GOVERNMENT

XI. BUDGET WORKSHOP

- Tab 9 Budget Workshop – Present Enterprise and Special Revenue Fund Budgets, and Discuss the General Fund Budget (City Administrator)**
- Tab 10 Budget Workshop – Setting of Maximum Tentative Millage Rate (City Administrator)**

XII. NEW BUSINESS

XIII. OLD BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

- Tab 11 City Administrator Report**
- Tab 12 City Council Member Reports**

XVI. ADJOURNMENT

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

Individuals with disabilities needing assistance to participate in any of these proceedings should contact

the City Clerk at least two (2) working days in advance of the meeting date and time at (352) 742-6209.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 1

SUBJECT TITLE: Pastor Mike Ellis, Umatilla Baptist Church

OBJECTIVE:

Pastor Mike Ellis, Umatilla Baptist Church, will provide the invocation and lead those present in the Pledge of Allegiance.

SUMMARY:

Pastor Mike Ellis, Umatilla Baptist Church, will provide the invocation and lead those present in the Pledge of Allegiance.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Attachments not provided are available to the public upon request to the City Clerk.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 2

SUBJECT TITLE: Tavares Chamber of Commerce Update

OBJECTIVE:

To receive an update on the Tavares Chamber of Commerce.

SUMMARY:

Erika Buigas, President/CEO of the Tavares Chamber of Commerce, will provide an update on Chamber activities.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. July Report to City

Attachments not provided are available to the public upon request to the City Clerk.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 3

SUBJECT TITLE: Resolution 2022-11 Acceptance of CDBG - CV Grant for Public Works Complex Lake Technical College Transportation Workforce Program

OBJECTIVE:

Consider approval of Resolution 2022-11 authorizing acceptance of Community Development - CV Subrecipient Grant from the Lake County Board of Commissioners to fund space in the Tavares Public Works Complex Project for the Lake Technical College Transportation Workforce Program.

SUMMARY:

The City of Tavares received notice of award from the Lake County Board of County Commissioners by way of the Lake County Office of Housing & Community Services that the City of Tavares has been awarded an entitlement share of the Community Development Block Grant-CV Funding for FY 2020 allocations as a sub-recipient in the amount of \$775,497 for the *Public Works Complex, Lake Technical College Transportation Workforce Program component*.

The Grant provides funding in a last-in funding allocation for heavy and stationary equipment as well as fixtures needed for the Lake Technical Program Component for the Public Works Complex Operations Center as identified in Exhibit D ("Budget") of the Grant Award Agreement.

Salient details of this grant include the following:

- The Project Title: City of Tavares Public Works Complex with Lake Technical College Transportation Workforce Program.
- The Grant is a subrecipient award by Lake County Board of County Commissioners and awarded through the Office of Housing & Community Services.
- The grant is identified under the Federal Catalog No. CFDA 14.218.
- The Agreement requires Federal Grant Compliance.
- The Agreement identifies the pass-through agency as the Lake County, Florida.
- The City of Tavares is awarded the grant as a Sub-recipient.
- The Grant award amount is not to exceed \$775,497 (reimbursable)
- Grant expenditures shall be made against line item budgets specified in Exhibit D of the award agreement with LCBOCC.
- The grant is valid upon execution of the award agreement
- 100% of the CDBG-CV funds must be expended within six years from the date of the grant award.
- CDBG-V funds should be expended "last in". (see special conditions in award agreement)
- The grant is be subject to Federal and State Single Audit Requirements.
- The grant is subject to Federal Regulations identified in 2 CFR Part 200 entitled "Uniform Administrative Requirement." Items under \$20,000 may be purchased under the Micro-purchase provisions.

- The grant requires compliance with the requirements of Title 24 of the Code of Federal Regulations, Part 570.
- The grant requires compliance with the laws of the state of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 1246 as amended by Executive Order 11375 and 12086.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

The Public Works Complex with Lake Technical Workforce Program will include additional funding to complete the project. Funding sources for the project include the following:

- \$6,000,000 – Florida Job Growth Infrastructure Grant – FL DEO
- \$4,500,000 – City Borrowing
- \$ 775,497 – CDBG-CV
- \$3,100,000 – Federal ARPA
- \$1,000,000 – Solid Waste Reserves
- \$3,500,000 – Lake County Work Force Dev (Lake Tech is Recipient – reimbursements to City of Tavares through Interlocal Agreement)

Total: \$18,875,497

OPTIONS:

1. **MOVE TO APPROVE RESOLUTION NO. 2022-11 authorizing the City Administrator to Execute Community Development Block Grant - CV Agreement for FY2020 Entitlement for the Lake Technical Workforce Program component for the Public Works Complex Project subject to final legal review.**
2. **MOVE TO NOT APPROVE.**

STAFF RECOMMENDATION:

1. **MOVE TO APPROVE RESOLUTION NO. 2022-11 authorizing the City Administrator to Execute Community Development Block Grant - CV Agreement for FY2020 Entitlement for the Lake Technical Workforce Program component for the Public Works Complex Project subject to final legal review.**

FISCAL IMPACT:

CDBG-CV Grant Funding: \$775,497

LEGAL SUFFICIENCY:

Legally Sufficient

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Resolution 2022-11_PublicWorksComplexLakeTech_CDBG-CV Award Acceptance_07202022_3
2. Sub Recipient Agmt_Tavares_Lake Tech_Final_07.14.22 (004)

Attachments not provided are available to the public upon request to the City Clerk.

RESOLUTION NO. 2022-11

A RESOLUTION OF CITY OF TAVARES, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT FROM LAKE COUNTY FLORIDA; AND THE GRANT REPRESENTS A SUBRECIPIENT COMMUNITY DEVELOPMENT BLOCK GRANT-CV PROGRAM; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Lake County Board of County Commissioners through the Lake County Community Services Department has awarded the City of Tavares federally funded subaward grant to create space in the Tavares Public Works Complex Project for the Lake Technical College Transportation Workforce Program, and

WHEREAS, the City of Tavares is an entitlement jurisdiction for the Community Development Block Grant Program from the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act"), Public Law 116-136, was authorized by Congress to respond to the growing effects of COVID-19 and, among other things, provided supplemental funding to the CDBG Program ("CDBG-CV") for activities to prevent, prepare for and respond to COVID-19; and

WHEREAS, the CDBG-CV allows Grantee to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the Lake County Board of County Commissioners (LCBOCC) through the Lake County Office of Housing & Community Services has awarded the City of Tavares as a sub-recipient Community Development Block Grant-CV Program award in an amount not to exceed \$775,497.

WHEREAS, the grant awarded by the Lake County Board of County Commissioners is identified as a federal sub-award to the City of Tavares from the Community Development Block Grant – CV Program (CDBG) of the United States Government Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and the Catalog of Federal Financial Assistance is identified as CFDA No.14.219, and

WHEREAS, the CARES Act modifies some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements. (See Notice published in the Federal Register with Docket Number FR-6218-N01 on August 20, 2020, <https://www.govinfo.gov/content/pkg/FR-2020-08-20/pdf/2020-18242.pdf>)

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

SECTION I. The City Administrator is hereby authorized to make, execute, and deliver to the Lake County Board of County Commissioners, an award Agreement for the aforementioned grant, for the design, construction, and related activity for the project.

Section II. Salient elements of the grant include the following:

- The Project Title: City of Tavares Public Works Complex with Lake Technical College Transportation Workforce Program.
- The Grant is a subrecipient award by Lake County Board of County Commissioners and awarded through the Office of Housing & Community Services.
- The grant is identified under the Federal Catalog No. CFDA 14.218.
- The Agreement requires Federal Grant Compliance.
- The Agreement identifies the pass-through agency as the Lake County, Florida.
- The City of Tavares is awarded the grant as a Sub-recipient.
- The Grant award amount is not to exceed \$775,497 (reimbursable)
- Grant expenditures shall be made against line item budgets specified in Exhibit D of the award agreement with LCB OCC.
- The grant is valid upon execution of the award agreement
- 100% of the CDBG-CV funds must be expended within six years from the date of the grant award.
- CDBG-V funds should be expended “last in”. (see special conditions in award agreement)
- The grant is be subject to Federal and State Single Audit Requirements.
- The grant is subject to Federal Regulations identified in 2 CFR Part 200 entitled “Uniform Administrative Requirement.” Items under \$20,000 may be purchased under the Micro-purchase provisions.
- The grant requires compliance with the requirements of Title 24 of the Code of Federal Regulations, Part 570.
- The grant requires compliance with the laws of the state of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 1246 as amended by Executive Order 11375 and 12086.

- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

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

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

PASSED and ADOPTED this 20th Day of July, 2022

Lori Pfister, Mayor

ATTEST

Jillian Roberts, Deputy City Clerk

APPROVED AS TO FORM AND LEGALITY

Lindsay Holt, City Attorney

LAKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT-CV PROGRAM
SUB-RECIPIENT CONTRACT

This contract is between **Lake County, Florida**, a political subdivision of the State of Florida (hereinafter called the “Grantee”) and **City of Tavares**, a municipal corporation organized under the laws of the State of Florida (hereinafter called the “Sub-Recipient”).

WHEREAS, the Grantee is an entitlement jurisdiction for the Community Development Block Grant Program from the U. S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, was authorized by Congress to respond to the growing effects of COVID-19 and, among other things, provided supplemental funding to the CDBG Program (“CDBG-CV”) for activities to prevent, prepare for and respond to COVID-19; and

WHEREAS, said CDBG-CV allows Grantee to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the Sub-Recipient has applied for and was awarded a CDBG-CV grant for the purpose of creating space in the Tavares Public Works Complex for the Lake Technical College transportation workforce program; and

WHEREAS, the Sub-Recipient has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **Seven Hundred Seventy-Five Thousand, Four Hundred Ninety-Seven and 00/100 Dollars (\$775,497)**; and

WHEREAS, the Grantee has initially determined that the proposed activity will meet the program objective to prevent, prepare for and respond to COVID-19, and will benefit low- and moderate-income persons; and

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: **Lake Tech-Tavares Transportation Training and Innovation Center**
(hereinafter the “Project”).
Legal Description: **Exhibit A**, attached hereto and incorporated herein by reference.
Funding Amount: **Not to Exceed \$775,497**

A. Description of Activities

- The Sub-Recipient will be responsible for administering a CDBG-CV Program for Fiscal Year 2020 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG-CV Program: A copy of the complete scope of work is attached **as Exhibit B.**

B. National Objectives

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefits Low-moderate income individuals

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2) low/moderate income limited clientele.

II. TIME OF PERFORMANCE

The Project shall start on the date this contract is fully executed (hereinafter the “Effective Date”) and shall be completed 12 months from the Effective Date. To monitor the implementation of the Project, all grantees are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantee by the 10th day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG-CV funds or other assets including program income.

III. BUDGET

The detailed budget is attached as **Exhibit D.**

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-Recipient Contract shall not exceed **\$775,497** from 2020 CDBG-CV funds.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit D** and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in **Exhibit D** and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

Grantee:

Lake County
Attn: Director, Office of Housing & Community Services
P.O. Box 7800
Tavares, Florida 32778

CC: County Attorney's Office
P.O. Box 7800
Tavares, FL 32778

Recipient:

City of Tavares
Attn: Mr. James Dillon
100 North Disston Avenue
Tavares, FL 32778

VI. SPECIAL CONDITIONS

- The project is in the Muscogee (Creek) Nation's historic area of interest. The project's proposed location is in the middle of an archaeological site, La3380. The site is listed as ineligible, and the Florida State Historic Preservation Office (FL SHPO) and Muscogee (Creek) Nation Tribal Historic Preservation Officer (THPO) both determined there are **no effects to any known historic properties**. However, inadvertent discoveries of cultural resources, human remains and related NAGPRA items may occur, even in areas of existing or prior development. Should this occur, the FL SHPO and Muscogee (Creek) Nation require that all work cease and the SHPO and THPO offices be notified immediately.
- Any changes to the approved scope of work for this project will require re-submission to, and evaluation and approval by, the FL SHPO and Muscogee (Creek) Nation prior to initiation of any work for compliance with Section 106.
- Funds provided herein must address the Coronavirus pandemic – to prevent, prepare for and respond to the impacts of the pandemic.
- Within three years of the date of the agreement between the Grantee and HUD, 80% of the CDBG-CV funds must be expended. 100% of the CDBG-CV funds must be expended within six years from date of the grant award.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal programs and the total funding of all sources exceeds the demonstrated and documented need), the Subgrantee agrees to repay the CDBG-CV funds.
- A duplication of benefit does not occur when funds are provided from multiple sources for the same general activity; however, CDBG-CV funds should be the last in and the total costs must be documented to demonstrate that the total paid for the activity does not exceed federal

contributions from all sources and that specific costs are not paid for by multiple sources more than the total need.

- Sub-Recipient is required to develop adequate policies and procedures to prevent duplication of benefit that addresses each activity or program assisted with CDBG-CV funds. The policies and procedures must include: 1) a requirement that any person or entity receiving assistance (including sub-recipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and 2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. The Sub-Recipient must provide the Grantee with its Duplication of Benefits policy within 30 days of execution of this agreement and prior to the expenditure of any funds.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 21, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time must also be reported.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community; the need must have arisen within 18 months; and the Subgrantee must demonstrate and certify there are no other funds available to address the need. The *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs* published in the Federal Register August 11, 2020, describes recordkeeping requirements for using the Urgent Need National Objective.

All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this contract. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this contract.

D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and undue physical damage; at a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantee, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantee, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantee’s Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the Grantee prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000

Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. **Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners** shall be named as mortgagee for the property at which the grant/loan is awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.
2. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interests may appear on all applicable policies.
 3. Sub-Recipient must provide 30 days prior written notice to Grantee of any change, cancellation, or nonrenewal of the required insurance.
 4. Sub-Recipient must provide a copy to the Grantee of all policy endorsements, reflecting the required coverage, with Grantee listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
 5. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantee, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantee.
 6. Certificate holder must be:

**LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800 TAVARES, FL 32778-7800**
 7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantee. At the option of the Grantee, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
 8. The Grantee will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.
 9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.

10. Neither approval by the Grantee of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments or Modifications

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Contract. No modification or amendment to this Sub-Recipient Contract will be binding on either party unless in writing, and signed by both parties.

If the Grantee's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantee may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension, or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other material prepared by the Sub-Recipient under this contract shall at the option of the Grantee, become the property of the Grantee, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient

materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-Recipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to 15 percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Contract. Such records include but are not limited to:
 - a) Records providing a full description of each activity undertaken;
 - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c) Records required to determine the eligibility of activities;
 - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
 - g) Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures

incurred under this contract for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. **Client Data:** The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee, Grantee's monitors, or their designees for review upon request.
4. **Disclosure:** The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws were applicable.
5. **Property Records:** The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.
6. **Close outs:** The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
7. **Audit & Inspections:** All Sub-Recipient records with respect to any matters covered by this contract shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit

requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/LocalGovernment-wide Central Service Cost Allocation Plans, as applicable.
3. Payment Procedure: The Grantee will pay to the Sub-Recipient funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantee policy concerning payments. Except for certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.
4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantee or as otherwise specified by the Grantee, on forms specified by the Grantee, if any.

D. Procurement

1. Compliance: The Sub-Recipient must establish written procurement procedures and shall comply with current Grantee policy concerning the purchase of equipment and

shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. ***All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.***

2. All procurement must comply with 2 CFR Part 200 Subpart D.
 - a) Sub-Recipients must avoid purchasing unnecessary items.
 - b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
 - c) Solicitations for goods and services provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
 - d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies, and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
 - i. Ensure that small businesses, minority-owned companies, and women’s business enterprises are used to the fullest extent practicable;
 - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies, and women’s business enterprises;
 - iii. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies, and women’s business enterprises;

- iv. Encourage contracting with consortiums of small businesses, minority-owned companies, and women’s business enterprises when a contract is too large for one of these firms to handle individually; and
 - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies, and women’s business enterprises.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources, or accessibility to other necessary resources.
- g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
- h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantee, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
- i. A Sub-Recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
 - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
 - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid

- procurement.
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
 - i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. Travel: The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the State of Florida with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation, or termination.
2. Real property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Sub-Recipient Contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this contract. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent

to which funds received under this contract were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary

for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub-Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantee's actions to comply with the Grantee's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.
6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:
 - a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
 - b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;
 - c) An alien who has qualified as a refugee or asylee;
 - d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
 - e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
 - f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act. Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan: The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September

24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE: The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. Access to Records: The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications: The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Sub-Recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. EEO/AA Statement: The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions: The Sub-Recipient will include the provisions of Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity: The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards:

- a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub-Recipient shall maintain documents which shall be made available to the Grantee for review upon request.
- b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
- c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. “Section 3” Clause:

- a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantee, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-Recipient, and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very-low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area or the neighborhood in which the Project is located, and to low- and very-low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with

the requirements of these regulations.

- d) Compliance with Grantee's Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

D. Conduct

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Subcontracts:
 - a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantee prior to the execution of such contract.
 - b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.
 - d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.
4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of

the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG and/or CDBG-CV programs.

5. Lobbying: The Sub-Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement: If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
7. Religious Organization: The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

X. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Severability.

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantee to perform the Projects identified in this contract.
2. Upon request from the Grantee's custodian of public records, provide the Grantee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract and following completion of this contract if the Sub-Recipient does not transfer the records to the Grantee.
4. Upon completion of this contract, transfer, at no cost, to the Grantee all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantee to perform the Project. If Sub-Recipient transfers all public records to the Grantee upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the Grantee, upon request from the Grantee's custodian of public records, in a format that is compatible with the information technology systems of the Grantee.

5. Failure to comply with this subsection will be deemed a breach of this Contract and enforceable as set forth in Section 119.0701, Florida Statutes. IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB- RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT CDBG@LAKECOUNTYFL.GOV.

C. Termination.

1. Termination for Cause: This contract may be terminated by the Grantee due to Sub-Recipient's breach of a material term of this contract, but only after the Grantee has provided Sub-Recipient with 45 calendar days written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that 45-day time period. If the Grantee terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantee.
2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantee.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

F. Venue.

This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

G. Captions.

The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

H. Binding Effect.

This Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

I. No Waiver.

The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

XII. CONTRACT

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. The following Exhibits are attached:

- Exhibit A: Legal Description
- Exhibit B: Sub-Recipient Scope of Work
- Exhibit C: Project Milestone Chart
- Exhibit D: Budget
- Exhibit E: Reimbursement Request

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Sean M. Parks, Chairman

This _____ day of _____, 2022.

Approved as to form and legality:

Melanie Marsh
County Attorney

CITY OF TAVARES

ATTEST:

City Clerk

Lori Pfister, Mayor

This _____ day of _____, 2022.

Approved as to form and legality:

City Attorney

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

The West 3/4 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the East 50 feet of the West 3/4 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 in Section 31, Township 19 South, Range 26 East, lying and being in Lake County, Florida.

ORB 2489 PG 465

a/k/a Alternate Key 1706637 (Parcel Number 31-19-26-0002-000-01200)

EXHIBIT B: SCOPE OF WORK

City of Tavares is currently under contract for the design and engineering of a new \$7,000,000 Public Works Complex with a total of 15,000 sq ft on Captain Haynes Road that will accommodate 30 staff members, the full operation of 5 Divisions (Facilities Management, Fleet Management, Parks Operations Management, Solid Waste Management and Streets Management) and co-locate the Lake Technical College Transportation Sector Workforce Programs (Diesel Technology Technician, Automotive Service Technician, and Auto Collision Technology Technician) from their main campus in Eustis, FL. The complex will be designed with a full complement of Fleet Management bays with equipment to meet the needs of the division and provide education training opportunities to expand the college transportation sector workforce programs. Program expansion for Lake Technical College will rapidly increase the numbers of highly trained graduates needed to fill the growing number of higher paying jobs in the transportation sector workforce, will create a boost to the local and regional economy and decrease the unemployment rates.

The Lake Tech-Tavares Transportation Training and Innovation Center project will be co-located in the City of Tavares, county seat of Lake County, and will impact a multi-county region encompassing Marion, Orange, Osceola, Polk, Seminole, Sumter, and Volusia counties. The creation of space by the City of Tavares will allow the Lake Technical College Diesel and Automotive Program to meet the growing skilled workforce demand moving forward. With the goal of providing job shadowing, internship and apprenticeship opportunities for students working alongside City staff members on site, this partnership offers a unique experience that is tailored to meet the growing workforce demands in the automotive industry both locally and regionally. The design and build of this regional training center will provide an innovative, modern, and authentic training environment for students to prepare to enter critical auto-diesel tech and other transportation sector adjacent jobs.

The project will help address immediate training needs created by the COVID-19 outbreak in the rural and economically distressed areas of Central Florida to include Marion, Osceola, and Polk counties. Regionally, city workers such as EMS and waste management workers are being exposed, quarantined, and infected at a high level, exacerbating an already significant workforce shortage. This regional training hub will increase quality of training and produce higher quality graduates into the workforce which will accelerate recovery for residents and the economy, produce economic growth and development for Lake County and the region, as well as improve recruitment and retention goals for Lake Technical College.

Due to budget constraints that have severely impacted this project, in part, because of COVID-19, 2 Fleet Management bays will be removed from the construction portion of this project unless additional funding is obtained. The loss of space for hands-on training will result in a decrease in the number of students in the program, decrease the number of jobs being filled by highly trained graduates and slow the economic recovery for Lake County and the region. The site plans are currently under permitting review and it is expected to be released for advertising in May for Site Construction in June 2022. The engineered plans for the vertical construction are scheduled to be completed in August 2022 and released for advertising to Request for Bid to construct. Project construction will begin following the bid selection by Tavares City Council.

EXHIBIT C: PROJECT MILESTONE CHART

Milestone	Anticipated Dates
Order Equipment	On or Before December 1 st , 2022
Receive Equipment	On or Before April 30 th , 2023
Installation of Equipment	On or Before December 31 st 2024 *Note: Installation cost equates to 16% out of the Total CDBG-CV Funds.

EXHIBIT D: BUDGET

Lake Tech-Tavares Transportation Training and Innovation Center Equipment List

\$31,732	(1-qty) Tire changing machine used for Solid Waste, Utilities, & Fire Dept. trucks. Current machine is over 15 years old, has had multiple breakdowns, & cannot accommodate newer wide tires. (1-qty) Wheel balancer - This machine is used to balance tire & wheel assemblies for all light & heavy-duty city vehicles. We currently do not have the capacity to balance heavy duty wheels. Cost Includes: Freight, and Surcharge
\$346,868	(2-qty) 80,000 lb. capacity four post lifts with (4-qty) 36,000 lb. rolling jacks, (4-qty) light kits, (2-qty) mobile wheel lifts. These lifts are used to access the underside of heavy trucks to perform maintenance & repairs. Cost Includes: Freight, Surcharge, and Installation.
\$51,780	(1-qty) 30,000 lb. 4 post lift with an alignment system, (2-qty) 15,000 lb. rolling jacks, and (1-qty) bolt on alignment kit. This lift is used to perform vehicle wheel alignments & would support all city departments. Cost Includes: Freight, Surcharge, and Installation.
\$58,424	(2-qty) 16,000 lb. 2 post lifts. These lifts are used to access the underside of light vehicles/equipment to perform maintenance & repairs. Cost Includes: Freight, Surcharge, and Installation.
\$240,050	Graco Lube System, which includes (25-qty) Air Reel 1/2" x 50', (18-qty) Oil Reels 1/2" x 50, (7-qty) Electrical Reels, (1-qty) EVAC System, (2-qty) Oil Kings, (1-qty) Truck Drain, (1-qty) DEF Pump Kit, (1-qty) DEF Hose Reel, (1-qty) DEF Tote/Wall Bracket, (1-qty) 6" DEF Inlet Hose, (4-qty) Fireball Pumps, (1-qty) Pulse Hub, (18-qty) Pulse Meters, (4-qty) Pulse TLMs, (3-qty) Pulse PAC, (1-qty) NFC Tags, (1-qty) Remote Extender, (1-qty) Extender, (18-qty) Meter Boots. This system will supply oil, air, power, DEF Fluid to perform maintenance and repairs. Cost Includes: All pertinent miscellaneous materials, i.e. pipe, fittings, anchors, wire, conduit, etc.
\$46,643	Graco Lube System Installation. ***Note: Lake County CDBG installation proportionate share equates to \$46,643, and the City's proportionate share equates to \$55,249*** Total Installation Cost: \$101,892
\$775,497.00	TOTAL

EXHIBIT E: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: Lake Tech-Tavares Transportation Training and Innovation Center

SUBRECIPIENT: **City of Tavares**

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ _____

EQUIPMENT (Office, etc. along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

=====

For CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME

YES_____ NO_____

SIGNATURE / DATE

REVIEWED BY CDBG PROGRAM SPVR.

SIGNATURE / DATE

APPROVED H & CS DIRECTOR

NOTES: _____

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 4

SUBJECT TITLE: Ordinance 2022-06 - Nahas Property - Annexation & Rezoning of Approximately 19.81 Acres Located at the Northwest Corner of Mt Homer Rd. and East Burleigh Blvd. (Community Development)

OBJECTIVE:

To consider the annexation and rezoning to Residential Multi-Family (RMF-3), of approximately 19.81 acres of property located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd.

SUMMARY:

The subject property is approximately 19.81 acres located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd., and is contiguous to the City boundary. The land is presently zoned as County Planned Commercial District (CP), and the applicant is proposing that the property be annexed and rezoned to Residential Multi-Family (RMF-3).

The proposed zoning of Residential Multi-Family (RMF-3) is compatible with the surrounding zoning, which is a mixture of residential, commercial, and public facilities zoning. The applicant at this time envisions the construction of ten (10) three-story buildings containing thirty (30) units each totaling three hundred (300) residential apartments, together with recreational amenities including a clubhouse and swimming pool. The subject property is in close proximity to AdventHealth Waterman hospital, the Tavares medical village, the Eustis Village shopping center, and many other commercial businesses located on US-441. The proposed use is consistent with the Comprehensive Plan by ensuring the availability, quality, and sustainability of a mix of housing types in Tavares. The proposed use will meet the increasing demand for the availability of attainable housing for individuals employed by businesses that the community relies upon to remain economically viable.

The property is adjacent to Pincrest Academy Charter School (grades K-8), and per the Lake County Schools Growth Planning Department, the public schools impacted are Eustis Heights Elementary, Eustis Middle, and Eustis High School. The owner has obtained school capacity reservation from the Lake County Schools Growth Planning Department.

The annexation of this property has been reviewed per the City's Annexation Policy. It has been determined by City staff that the property may be properly serviced by the City without undue hardship or significant negative fiscal impact on the City. The City of Tavares has municipal water and waste water utility services available for the subject parcel.

The environmental assessment submitted by Zev Cohen & Associates indicates no adverse conditions or environmental concerns with the property. Prior to any development, the property owner must comply with all Florida Fish and Wildlife Conservation Commission provisions as they pertain to threatened species.

The traffic study submitted by VHB provides a summary conclusion regarding the level of service for

surrounding roadways, and finds that the surrounding roadway network will not be negatively impacted by the anticipated traffic increases generated by the proposed development. The study contains a recommendation for future improvements to the intersection of Huffstetler Drive and Mt Homer Road for conversion from a two-way stop condition to a signalized intersection. City staff notes this recommendation and will coordinate with developers, Lake County, and the City's Engineer to apply it to development proposals in this area.

Development of the property will be in accordance with the provisions of the City's Land Development Regulations. Prior to the issuance of any Building Permits for this property, compliance with all applicable regulations will be required.

The City is concurrently processing a future land use map amendment to re-designate the property from Lake County Urban Low Density to City of Tavares High Density (HD) on the Future Land Use Map 2040.

OPTIONS:

1. That City Council moves to approve Ordinance 2022-06 annexation and rezoning to Residential Multi-Family (RMF-3), of approximately 19.81 acres of property located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd.
2. That City Council moves to deny Ordinance 2022-06.

STAFF RECOMMENDATION:

At their June 16th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2022-06.

Staff recommends that City Council moves to approve Ordinance 2022-06 annexation and rezoning to Residential Multi-Family (RMF-3), of approximately 19.81 acres of property located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Ordinance 2022-06
2. Aerial Map
3. Zoning Map
4. Concept Plan
5. School Capacity Reservation
6. Environmental Assessment

7. Traffic Study
8. Newspaper Ad 6-5-22
9. Newspaper Ad 6-12-22

ORDINANCE 2022-06

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING APPROXIMATELY 19.81 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF MT HOMER ROAD AND EAST BURLEIGH BOULEVARD; REZONING THE PROPERTY FROM COUNTY PLANNED COMMERCIAL DISTRICT (CP) TO CITY RESIDENTIAL MULTI-FAMILY (RMF-3); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property legally defined in **Exhibit “A”** is contiguous with the corporate limits of the City of Tavares and the annexation of said property will not result in the creation of any enclave; and

WHEREAS, the City of Tavares, Florida, is in a position to provide municipal services to the property described herein; and,

WHEREAS, the City Council of the City of Tavares, Florida, deems it in the best interest of the City to accept said petition and to annex said property; and,

WHEREAS, the property is currently zoned Lake County Planned Commercial District (CP), and the applicant has requested that said property be rezoned to a City designation of Residential Multi-Family (RMF-3); and,

WHEREAS, the City is concurrently processing a small-scale future land use map amendment to re-designate the property from Lake County Urban Low Density to a City of Tavares High Density (HD) on the Future Land Use Map; therefore

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

Section 1. Annexation

The property legally defined as and depicted in **Exhibit “A”** attached hereto, situated in Lake County, Florida, is hereby incorporated into and made a part of the City of Tavares, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

Section 2. Rezoning

The property described in **Exhibit “A”** shall hereby be rezoned from Lake County Planned Commercial District (CP) to City of Tavares Residential Multi-Family (RMF-3) and shall be subject to the provisions contained within the Land Development Regulations for this zoning designation.

Section 3. Severability.

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

Section 4. Effective Date.

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

PASSED AND ORDAINED this _____ of _____, 2022, by the City Council of the City of Tavares, Florida.

Lori Pfister, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

Susie Novack, City Clerk

APPROVED AS TO FORM AND LEGALITY:

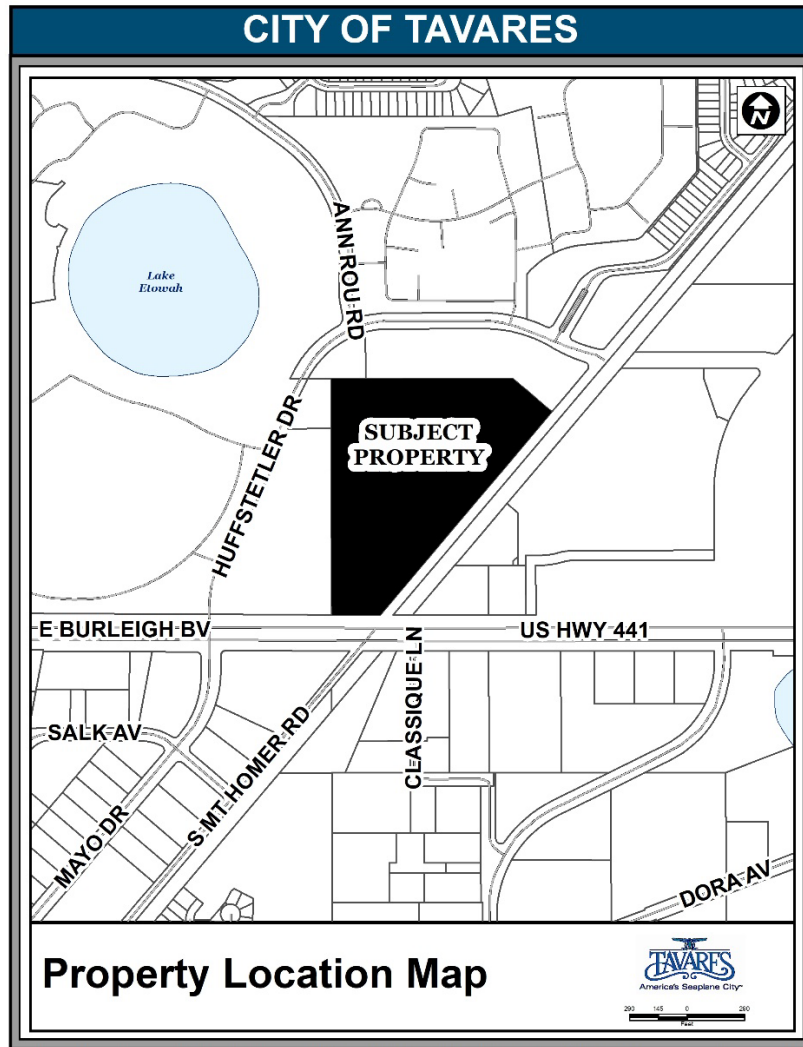
Lindsay C. T. Holt, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 862, PAGE 2478

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, RUN THENCE SOUTH 0°27'22" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1191.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441, THENCE NORTH 89°38'00" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 247.24 FEET TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF MOUNT HOMER ROAD, THENCE NORTH 39°45'40" EAST ALONG THE SAID NORTHWEST RIGHT OF WAY LINE A DISTANCE OF 1332.97 FEET TO A POINT ON A LINE, SAID LINE BEING 208.00 FEET SOUTHWEST OF AND PARALLEL WITH THE SOUTHWEST RIGHT OF WAY LINE OF THE UN-NAMED AND UNIMPROVED STREET BETWEEN BLOCK 9 AND BLOCK 10, ACCORDING TO THE PLAT OF MOUNT HOMER SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 50°14'20" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 268.18 FEET, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE SOUTH 89°34'01" WEST ALONG THE SAID NORTH LINE A DISTANCE OF 903.14 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.



**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 5

SUBJECT TITLE: Ordinance 2022-07 - Nahas Property - Small Scale FLUM Amendment of Approximately 19.81 Acres Located at the Northwest Corner of Mt Homer Rd. and East Burleigh Blvd. (Community Development)

OBJECTIVE:

To consider a Future Land Use Map amendment from County Urban Low Density to City High Density for 19.81 acres located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd.

SUMMARY:

The subject property is located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd., and is approximately 19.81 acres in size. The land presently has a land use designation of County Urban Low Density, and the property owner is requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2040 to change the designation of said property from Lake County Urban Low to City High Density (HD).

Ordinance 2022-07 proposes a small-scale amendment to the Future Land Use Map 2040 of the Comprehensive Plan from County Urban Low to City High Density (HD).

The subject property is adjacent to a mix of residential, commercial, and public facilities uses. An application to annex and rezone this property to a Residential Multi-Family (RMF-3) designation is concurrently under consideration.

Future Land Use Amendment

The city is required to place a future land use designation on annexed property. The subject property is currently designated County Urban Low Density. A City High Density (HD) designation is most compatible with surrounding property and County Future Land Use.

Compatibility

The land surrounding this property is residential and commercial in nature.

Site Conditions

The property is currently vacant.

Impact on City Services

The subject property is located in the City's Utility Service Boundary Area. The City of Tavares has municipal water and waste water utility service capacity available for the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of

Service are not implicated.

FINDINGS

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

1. A High Density (HD) Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

OPTIONS:

1. That City Council moves to approve Ordinance 2022-07, a Future Land Use Map amendment from County Urban Low Density to City High Density for 19.81 acres located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd.
2. That City Council moves to deny Ordinance 2022-07.

STAFF RECOMMENDATION:

At their June 16th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2022-07.

Staff recommends that City Council moves to approve Ordinance 2022-07, a Future Land Use Map amendment from County Urban Low Density to City High Density for 19.81 acres located at the northwest corner of Mt Homer Rd. and East Burleigh Blvd.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Ordinance 2022-07
2. FLU Map

ORDINANCE 2022-07

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2040, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 19.81 ACRES OF PROPERTY FROM COUNTY URBAN LOW DENSITY TO CITY HIGH DENSITY (HD) FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF MT HOMER ROAD AND EAST BURLEIGH BOULEVARD; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Tavares is concurrently processing the annexation of this property; and

WHEREAS, the property consists of less than fifty acres; and

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

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

WHEREAS, a High Density Future Land Use designation is compatible with surrounding designations and such designation is compatible with both City of Tavares and Lake County surrounding future land use designations; and

WHEREAS, the City of Tavares Planning and Zoning Board, Local Planning Agency, and City Council held duly noticed public hearings providing opportunity for individuals to hear and be heard regarding the adoption of the proposed map amendment; and,

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

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

WHEREAS, adoption of this amendment is in the best interest of the health, safety, and general welfare of the citizens of Tavares.

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

Section 1. Future Land Use Amendment

The Comprehensive Plan and Future Land Use Map of the City of Tavares, Florida, is hereby amended to reflect a re-designation from Lake County Urban Low Density to City of Tavares High Density (HD) on certain real property as legally described in Exhibit "A". All provisions of the Comprehensive Plan shall hereby apply to said property.

Section 2. Severability and Conflicts

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

Section 3. Transmittal

The City Administrator is hereby authorized and directed to transmit the adopted Comprehensive Plan amendments to the Florida Department of Economic Opportunity, the East Central Florida Regional Planning Council, the St. Johns River Water Management District, the Department of Environmental Protection, the Florida Department of Transportation, and any other governmental agency in the State of Florida that has filed a written request with the City Council for a copy of the Comprehensive Plan within 10 working days of the adoption of this Ordinance as specified in the State Land Planning Agency's procedural rules.

Section 4. Effective Date

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

become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED AND ADOPTED this _____ day of _____, 2022 by the City Council of the City of Tavares, Florida.

Lori Pfister, Mayor
Tavares City Council

First Reading: _____

Second Reading & Final Adoption: _____

ATTEST:

Susie Novack, City Clerk

Approved as to form:

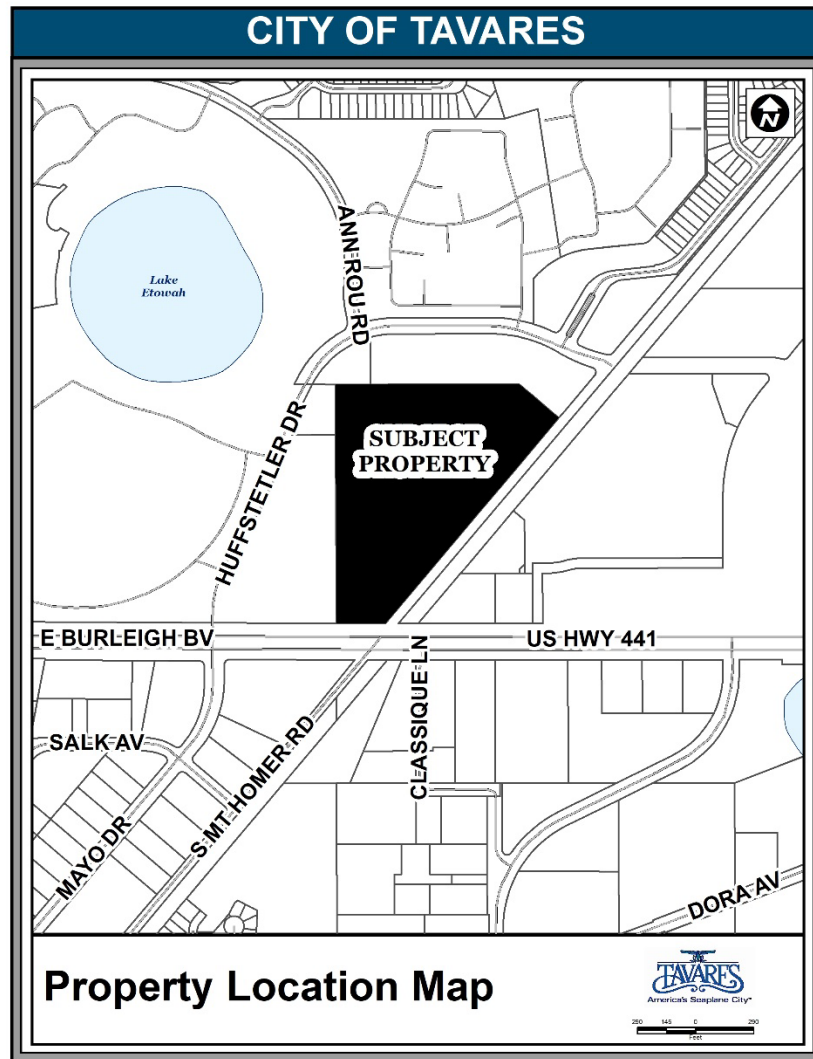
Lindsay C. T. Holt, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 862, PAGE 2478

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, RUN THENCE SOUTH 0°27'22" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1191.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441, THENCE NORTH 89°38'00" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 247.24 FEET TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF MOUNT HOMER ROAD, THENCE NORTH 39°45'40" EAST ALONG THE SAID NORTHWEST RIGHT OF WAY LINE A DISTANCE OF 1332.97 FEET TO A POINT ON A LINE, SAID LINE BEING 208.00 FEET SOUTHWEST OF AND PARALLEL WITH THE SOUTHWEST RIGHT OF WAY LINE OF THE UN-NAMED AND UNIMPROVED STREET BETWEEN BLOCK 9 AND BLOCK 10, ACCORDING TO THE PLAT OF MOUNT HOMER SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 50°14'20" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 268.18 FEET, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE SOUTH 89°34'01" WEST ALONG THE SAID NORTH LINE A DISTANCE OF 903.14 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.



**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 6

SUBJECT TITLE: Ordinance 2022-08 - Park Square Homes - Annexation & Rezoning of Approximately 03.13 Acres Located West of SR-19, South of Slim Haywood Ave., North of Camp Rd. (Community Development)

OBJECTIVE:

To consider the annexation and rezoning to Residential Multi-Family (RMF-2), of approximately 03.13 acres of property located west of SR-19, south of Slim Haywood Ave., north of Camp Rd.

SUMMARY:

The subject property is approximately 03.13 acres in size, located west of SR-19, south of Slim Haywood Ave., north of Camp Rd., and is contiguous to the City boundary. The land is presently zoned as County Agriculture (A), and the applicant is proposing that the property be annexed and rezoned to Residential Multi-Family (RMF-2). The property abuts Camp Rd. on the north side and the annexation of the property will eliminate a separation between the existing City boundary and the Camp Road right-of-way. Park Square Homes is proposing a residential development known as Leela Reserve that will incorporate the 03.13 acre subject property to be used primarily for landscape buffering and storm water retention. The Leela Reserve subdivision is under preliminary review by City staff, and is already a permitted use under RMF-2 zoning per Ordinance 2022-02 approved by City Council on March 16, 2022.

This property is adjacent to residential land use. The proposed zoning of Residential Multi-Family (RMF-2) is compatible with surrounding property.

The annexation of this property has been reviewed per the City's Annexation Policy. It has been determined by City staff that the property may be properly serviced by the City without undue hardship or significant negative fiscal impact on the City. The City of Tavares has municipal water and waste water utility capacity available for the subject parcels. The developer shall be responsible for extending municipal utility services to the subject property upon development.

The environmental assessment submitted by Austin Environmental Consultants, Inc. indicates no adverse conditions or environmental concerns with the property. Prior to any development, the property owner must comply with all Florida Fish and Wildlife Conservation Commission provisions as they pertain to threatened species.

The design of the Park Square Homes residential project (Leela Reserve) indicates that the 03.13 acre subject property will be used primarily for landscape buffering and storm water retention, and therefore will result in no additional traffic impact.

The City is concurrently processing a future land use map amendment to re-designate the property from Lake County Urban Low Density to City of Tavares Medium Density (MED) on the Future Land Use Map 2040.

OPTIONS:

1. City Council moves to approve Ordinance 2022-08 annexation and rezoning to Residential Multi-Family (RMF-2), of approximately 03.13 acres of property located west of SR-19, south of Slim Haywood Ave., north of Camp Rd.
2. City Council moves to deny Ordinance 2022-08.

STAFF RECOMMENDATION:

At their June 16th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2022-08.

Staff recommends that City Council moves to approve Ordinance 2022-08 annexation and rezoning to Residential Multi-Family (RMF-2), of approximately 03.13 acres of property located west of SR-19, south of Slim Haywood Ave., north of Camp Rd.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Ordinance 2022-08
2. Aerial Map
3. Zoning Map
4. Newspaper Ad 6-5-22
5. Newspaper Ad 6-12-22

ORDINANCE 2022-08

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING APPROXIMATELY 03.13 ACRES OF PROPERTY LOCATED WEST OF SR-19, SOUTH OF SLIM HAYWOOD AVENUE, NORTH OF CAMP ROAD; REZONING THE PROPERTY FROM COUNTY AGRICULTURE (A) TO CITY RESIDENTIAL MULTI-FAMILY (RMF-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property legally defined in **Exhibit “A”** is contiguous with the corporate limits of the City of Tavares and the annexation of said property will not result in the creation of any enclave; and

WHEREAS, the City of Tavares, Florida, is in a position to provide municipal services to the property described herein; and,

WHEREAS, the City Council of the City of Tavares, Florida, deems it in the best interest of the City to accept said petition and to annex said property; and,

WHEREAS, the property is currently zoned Lake County Agriculture (A) and the applicant has requested that said property be rezoned to a City designation of Residential Multi-Family (RMF-2); and,

WHEREAS, the City is concurrently processing a small-scale future land use map amendment to re-designate the property from Lake County Urban Low Density to a City of Tavares Medium Density (MED) on the Future Land Use Map; therefore

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

Section 1. Annexation

The property legally defined as and depicted in **Exhibit “A”** attached hereto, situated in Lake County, Florida, is hereby incorporated into and made a part of the City of Tavares, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

Section 2. Rezoning

The property described in **Exhibit “A”** shall hereby be rezoned from Lake County Agriculture (A) to City of Tavares Residential Multi-Family (RMF-2) and shall be subject to the provisions contained within the Land Development Regulations for this zoning designation.

Section 3. Severability.

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

Section 4. Effective Date.

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

PASSED AND ORDAINED this _____ of _____, 2022, by the City Council of the City of Tavares, Florida.

Lori Pfister, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

Susie Novack, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Lindsay C. T. Holt, City Attorney

EXHIBIT "A"

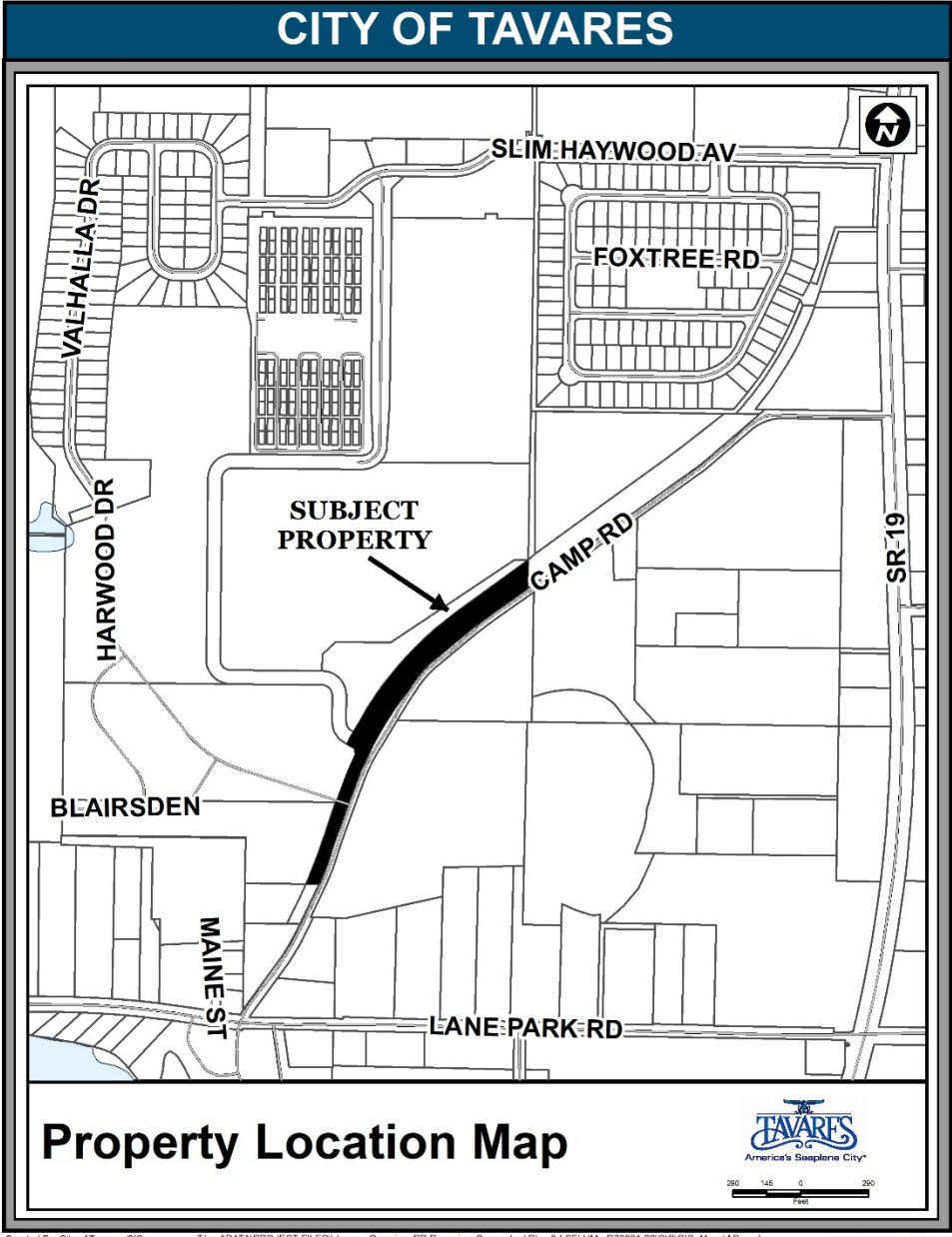
THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD LYING IN SAID GOVERNMENT LOT 10, ALL BEING IN SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, ALONG THE EAST LINE OF SAID SECTION 1, ALSO BEING THE WEST LINE OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, SOUTH 00°59'22" WEST A DISTANCE OF 1105.03 FEET TO THE NORTH LINE OF GOVERNMENT LOT 10 OF SAID SECTION 6; THENCE RUN SOUTH 89°17'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 433.18 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FORMER ATLANTIC COAST LINE RAILROAD AS SHOWN ON THE "RIGHT OF WAY AND TRACK MAP, ATLANTIC COAST LINE R.R. CO., LANE PARK BRANCH, STATION 422+40 TO STATION 500+56, DATED REVISED JUNE 30, 1920", AND BEING ON FILE AT C.S.X. RAILROAD, JACKSONVILLE, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°17'00" EAST A DISTANCE OF 115.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID FORMER ATLANTIC COAST LINE RAILROAD; SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1382.68 FEET, TO WHICH A RADIAL LINE BEARS NORTH 57°54'43" WEST; THENCE RUN SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°24'12", AN ARC DISTANCE OF 178.66 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF MAINTENANCE OF CAMP ROAD AS SHOWN ON THE "LAKE COUNTY CAMP ROAD 3-3442 MAINTENANCE RIGHT OF WAY MAP, DATED OCTOBER 19, 2004" RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 64 THROUGH 67, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 881.20 FEET, TO WHICH A RADIAL LINE BEARS NORTH 62°01'10" WEST; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE OF MAINTENANCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°06'50", AN ARC DISTANCE OF 140.17 FEET TO A NON-TANGENT POINT; (2) THENCE RUN SOUTH 19°56'21" WEST A DISTANCE OF 181.79 FEET; (3) THENCE RUN SOUTH 19°05'05" WEST A DISTANCE OF 87.95 FEET TO A POINT SITUATED ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1190.34 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 73°30'54" EAST; (4) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°19'14", AN ARC DISTANCE OF 172.87 FEET TO THE NORTH BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4716, PAGE 1121, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 89°17'00" WEST ALONG SAID NORTH LINE A DISTANCE OF 56.26 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN EXHIBIT 'A' OF THE CITY OF TAVARES ORDINANCE 2004-06 PASSED AND ORDAINED ON MAY 5, 2004, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,306.26 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 66°23'59" EAST, THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°44'14" AN ARC DISTANCE OF 190.69 FEET TO A POINT OF TANGENCY; (2) THENCE RUN NORTH 18°51'41" EAST A DISTANCE OF 242.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,231.30 FEET; (3) THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°44'04" AN ARC DISTANCE OF 166.21 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AN ACCESS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4732, PAGES 1956 THROUGH 1965, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 14°53'05" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 20.11 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 59°53'05" WEST A DISTANCE OF 33.00 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF FORMER ATLANTIC COAST LINE RAILROAD, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1482.69 FEET, TO WHICH A RADIAL LINE BEARS NORTH 64°50'18" WEST; THENCE RUN NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'55", AN ARC DISTANCE OF 119.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD AS SHOWN ON THE "RIGHT OF WAY AND TRACK MAP, ATLANTIC COAST LINE R.R. CO., LANE PARK BRANCH, STATION 422+40 TO STATION 500+56, DATED REVISED JUNE 30, 1920", THAT IS ON FILE AT C.S.X. RAILROAD, JACKSONVILLE, FLORIDA, AND BEING THAT PORTION BETWEEN STATIONS 466+35.11 TO 475+50.53 AS SHOWN ON SAID ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND TRACK MAP, IN GOVERNMENT LOT FIVE (5) OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA:

COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA, THENCE RUN ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, S 00°59'22"W ALONG THE WEST LINE OF GOVERNMENT LOT FIVE (5) OF SAID SECTION SIX (6) A DISTANCE OF 1105.03 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT FIVE (5); THENCE DEPARTING SAID WEST LINE RUN S 89°17'00"E ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT FIVE (5) A DISTANCE OF 483.18 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AFORESAID FORMER ATLANTIC COAST LINE RAILROAD, AND BEING SITUATED ON A CHORD DEFINED CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1482.68 FEET, TO WHICH A RADIAL LINE BEARS N 60°14'23"W; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE AND ARC OF SAID CURVE, NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 24°15'10" AN ARC DISTANCE OF 627.61 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE N 54°00'47"E A DISTANCE OF 374.63 FEET TO A POINT THAT IS 15.00 FEET WEST WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID GOVERNMENT LOT FIVE (5); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S 01°03'31"W PARALLEL TO SAID EAST LINE A DISTANCE OF 122.53 FEET TO THE WESTERLY RIGHT OF WAY LINE BY MAINTENANCE OF CAMP ROAD AS SHOWN ON THE "LAKE COUNTY CAMP ROAD 3-3442 MAINTENANCE RIGHT OF WAY MAP, DATED OCTOBER 19, 2004" RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 64 THROUGH 67, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S 55°04'18"W A DISTANCE OF 152.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2297.94 FEET, TO WHICH A RADIAL LINE BEARS N 34°50'57"W; (2) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'14" AN ARC DISTANCE OF 147.88 FEET; (3) THENCE RUN S 50°17'27"W A DISTANCE OF 233.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 503.60 FEET, TO WHICH A RADIAL LINE BEARS N 43°20'58"W; (4) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'05" AN ARC DISTANCE OF 130.10 FEET; (5) THENCE RUN S 32°50'28"W A DISTANCE OF 18.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFORESAID FORMER ATLANTIC COAST LINE RAILROAD, SAID POINT BEING SITUATED ON A NON-TANGENT CHORD DEFINED CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1382.68 FEET, TO WHICH A RADIAL LINE BEARS N 51°43'03"W; THENCE LEAVING SAID "LAKE COUNTY CAMP ROAD 3-3442 MAINTENANCE RIGHT OF WAY MAP", RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF FORMER ATLANTIC COAST LINE RAILROAD, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°11'40" AN ARC DISTANCE OF 149.49 FEET TO THE AFORESAID SOUTH LINE OF GOVERNMENT LOT FIVE (5); THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN N 89°17'00"W ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT FIVE (5) A DISTANCE OF 115.69 FEET TO THE POINT OF BEGINNING.



Created By: City of Tavares GIS T:\pzd\DATA\PROJECT FILES\damere Crossing, PD Rezoning, Conceptual Plan & LSFLUM - PZ2021-22\GIS\GIS_Maps\AD.mxd Map Created on 10/26/21

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 7

SUBJECT TITLE: Ordinance 2022-09 - Park Square Homes - Small Scale FLUM Amendment of Approximately 03.13 Acres Located West of SR-19, South of Slim Haywood Ave., North of Camp Rd. (Community Development)

OBJECTIVE:

To consider a Future Land Use Map amendment from County Urban Low Density to City Medium Density for 03.13 acres located west of SR-19, south of Slim Haywood Ave., north of Camp Rd.

SUMMARY:

The subject property is located west of SR-19, south of Slim Haywood Ave., north of Camp Rd., and is approximately 03.13 acres in size. The land presently has a land use designation of County Urban Low Density, and the property owner is requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2040 to change the designation of said property from Lake County Urban Low to City Medium Density (MED).

Ordinance 2022-09 proposes a small-scale amendment to the Future Land Use Map 2040 of the Comprehensive Plan from County Urban Low to City Medium Density (MED).

The subject property is adjacent to residential uses. An application to annex and rezone this property to a Residential Multi-Family (RMF-2) designation is concurrently under consideration.

Future Land Use Amendment

The city is required to place a future land use designation on annexed property. The subject property is currently designated County Urban Low Density. A City Medium Density (MED) designation is most compatible with surrounding property and County Future Land Use.

Compatibility

The land surrounding this property is residential in nature.

Site Conditions

The property is currently vacant.

Impact on City Services

The subject property is located in the City's Utility Service Boundary Area. The City of Tavares has municipal water and waste water utility service capacity available for the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

FINDINGS

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

1. A Medium Density (MED) Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

OPTIONS:

1. City Council moves to approve Ordinance 2022-09, a Future Land Use Map amendment from County Urban Low Density to City Medium Density for 03.13 acres located west of SR-19, south of Slim Haywood Ave., north of Camp Rd.
2. City Council moves to deny Ordinance 2022-09.

STAFF RECOMMENDATION:

At their June 16th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2022-09.

Staff recommends that City Council moves to approve Ordinance 2022-09, a Future Land Use Map amendment from County Urban Low Density to City Medium Density for 03.13 acres located west of SR-19, south of Slim Haywood Ave., north of Camp Rd.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Ordinance 2022-09
2. FLU Map

ORDINANCE 2022-09

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2040, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 03.13 ACRES OF PROPERTY FROM COUNTY URBAN LOW DENSITY TO CITY MEDIUM DENSITY (MED) FOR PROPERTY LOCATED WEST OF SR-19, SOUTH OF SLIM HAYWOOD AVENUE, NORTH OF CAMP ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Tavares is concurrently processing the annexation of this property; and

WHEREAS, the property consists of less than fifty acres; and

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

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

WHEREAS, a Medium Density Future Land Use designation is compatible with surrounding designations and such designation is compatible with both City of Tavares and Lake County surrounding future land use designations; and

WHEREAS, the City of Tavares Planning and Zoning Board, Local Planning Agency, and City Council held duly noticed public hearings providing opportunity for individuals to hear and be heard regarding the adoption of the proposed map amendment; and,

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

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

WHEREAS, adoption of this amendment is in the best interest of the health, safety, and general welfare of the citizens of Tavares.

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

Section 1. Future Land Use Amendment

The Comprehensive Plan and Future Land Use Map of the City of Tavares, Florida, is hereby amended to reflect a re-designation from Lake County Urban Low Density to City of Tavares Medium Density (MED) on certain real property as legally described in Exhibit "A". All provisions of the Comprehensive Plan shall hereby apply to said property.

Section 2. Severability and Conflicts

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

Section 3. Transmittal

The City Administrator is hereby authorized and directed to transmit the adopted Comprehensive Plan amendments to the Florida Department of Economic Opportunity, the East Central Florida Regional Planning Council, the St. Johns River Water Management District, the Department of Environmental Protection, the Florida Department of Transportation, and any other governmental agency in the State of Florida that has filed a written request with the City Council for a copy of the Comprehensive Plan within 10 working days of the adoption of this Ordinance as specified in the State Land Planning Agency's procedural rules.

Section 4. Effective Date

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

become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED AND ADOPTED this _____ day of _____, 2022 by the City Council of the City of Tavares, Florida.

Lori Pfister, Mayor
Tavares City Council

First Reading: _____

Second Reading & Final Adoption: _____

ATTEST:

Susie Novack, City Clerk

Approved as to form:

Lindsay C. T. Holt, City Attorney

EXHIBIT "A"

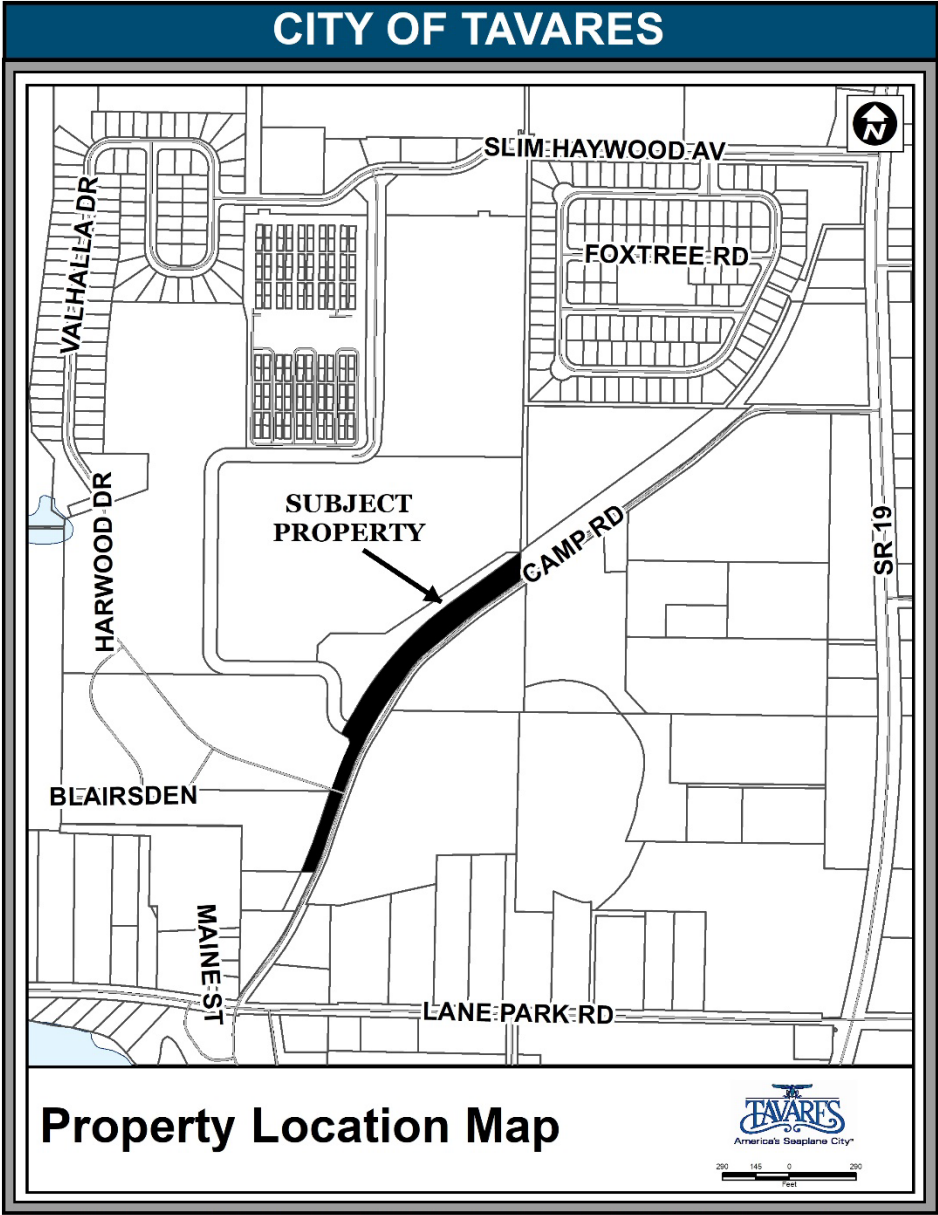
THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD LYING IN SAID GOVERNMENT LOT 10, ALL BEING IN SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, ALONG THE EAST LINE OF SAID SECTION 1, ALSO BEING THE WEST LINE OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, SOUTH 00°59'22" WEST A DISTANCE OF 1105.03 FEET TO THE NORTH LINE OF GOVERNMENT LOT 10 OF SAID SECTION 6; THENCE RUN SOUTH 89°17'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 433.18 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FORMER ATLANTIC COAST LINE RAILROAD AS SHOWN ON THE "RIGHT OF WAY AND TRACK MAP, ATLANTIC COAST LINE R.R. CO., LANE PARK BRANCH, STATION 422+40 TO STATION 500+56, DATED REVISED JUNE 30, 1920", AND BEING ON FILE AT C.S.X. RAILROAD, JACKSONVILLE, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°17'00" EAST A DISTANCE OF 115.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID FORMER ATLANTIC COAST LINE RAILROAD; SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1382.68 FEET, TO WHICH A RADIAL LINE BEARS NORTH 57°54'43" WEST; THENCE RUN SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°24'12", AN ARC DISTANCE OF 178.66 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF MAINTENANCE OF CAMP ROAD AS SHOWN ON THE "LAKE COUNTY CAMP ROAD 3-3442 MAINTENANCE RIGHT OF WAY MAP, DATED OCTOBER 19, 2004" RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 64 THROUGH 67, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 881.20 FEET, TO WHICH A RADIAL LINE BEARS NORTH 62°01'10" WEST; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE OF MAINTENANCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°06'50", AN ARC DISTANCE OF 140.17 FEET TO A NON-TANGENT POINT; (2) THENCE RUN SOUTH 19°56'21" WEST A DISTANCE OF 181.79 FEET; (3) THENCE RUN SOUTH 19°05'05" WEST A DISTANCE OF 87.95 FEET TO A POINT SITUATED ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1190.34 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 73°30'54" EAST; (4) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°19'14", AN ARC DISTANCE OF 172.87 FEET TO THE NORTH BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4716, PAGE 1121, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 89°17'00" WEST ALONG SAID NORTH LINE A DISTANCE OF 56.26 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN EXHIBIT 'A' OF THE CITY OF TAVARES ORDINANCE 2004-06 PASSED AND ORDAINED ON MAY 5, 2004, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,306.26 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 66°23'59" EAST, THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°44'14" AN ARC DISTANCE OF 190.69 FEET TO A POINT OF TANGENCY; (2) THENCE RUN NORTH 18°51'41" EAST A DISTANCE OF 242.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,231.30 FEET; (3) THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°44'04" AN ARC DISTANCE OF 166.21 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AN ACCESS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4732, PAGES 1956 THROUGH 1965, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 14°53'05" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 20.11 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 59°53'05" WEST A DISTANCE OF 33.00 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF FORMER ATLANTIC COAST LINE RAILROAD, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1482.69 FEET, TO WHICH A RADIAL LINE BEARS NORTH 64°50'18" WEST; THENCE RUN NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'55", AN ARC DISTANCE OF 119.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD AS SHOWN ON THE "RIGHT OF WAY AND TRACK MAP, ATLANTIC COAST LINE R.R. CO., LANE PARK BRANCH, STATION 422+40 TO STATION 500+56, DATED REVISED JUNE 30, 1920", THAT IS ON FILE AT C.S.X. RAILROAD, JACKSONVILLE, FLORIDA, AND BEING THAT PORTION BETWEEN STATIONS 466+35.11 TO 475+50.53 AS SHOWN ON SAID ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND TRACK MAP, IN GOVERNMENT LOT FIVE (5) OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA:

COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA, THENCE RUN ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, S 00°59'22"W ALONG THE WEST LINE OF GOVERNMENT LOT FIVE (5) OF SAID SECTION SIX (6) A DISTANCE OF 1105.03 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT FIVE (5); THENCE DEPARTING SAID WEST LINE RUN S 89°17'00"E ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT FIVE (5) A DISTANCE OF 483.18 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AFORESAID FORMER ATLANTIC COAST LINE RAILROAD, AND BEING SITUATED ON A CHORD DEFINED CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1482.68 FEET, TO WHICH A RADIAL LINE BEARS N 60°14'23"W; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE AND ARC OF SAID CURVE, NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 24°15'10" AN ARC DISTANCE OF 627.61 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE N 54°00'47"E A DISTANCE OF 374.63 FEET TO A POINT THAT IS 15.00 FEET WEST WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID GOVERNMENT LOT FIVE (5); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S 01°03'31"W PARALLEL TO SAID EAST LINE A DISTANCE OF 122.53 FEET TO THE WESTERLY RIGHT OF WAY LINE BY MAINTENANCE OF CAMP ROAD AS SHOWN ON THE "LAKE COUNTY CAMP ROAD 3-3442 MAINTENANCE RIGHT OF WAY MAP, DATED OCTOBER 19, 2004" RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 64 THROUGH 67, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S 55°04'18"W A DISTANCE OF 152.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2297.94 FEET, TO WHICH A RADIAL LINE BEARS N 34°50'57"W; (2) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'14" AN ARC DISTANCE OF 147.88 FEET; (3) THENCE RUN S 50°17'27"W A DISTANCE OF 233.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 503.60 FEET, TO WHICH A RADIAL LINE BEARS N 43°20'58"W; (4) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'05" AN ARC DISTANCE OF 130.10 FEET; (5) THENCE RUN S 32°50'28"W A DISTANCE OF 18.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFORESAID FORMER ATLANTIC COAST LINE RAILROAD, SAID POINT BEING SITUATED ON A NON-TANGENT CHORD DEFINED CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1382.68 FEET, TO WHICH A RADIAL LINE BEARS N 51°43'03"W; THENCE LEAVING SAID "LAKE COUNTY CAMP ROAD 3-3442 MAINTENANCE RIGHT OF WAY MAP", RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF FORMER ATLANTIC COAST LINE RAILROAD, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°11'40" AN ARC DISTANCE OF 149.49 FEET TO THE AFORESAID SOUTH LINE OF GOVERNMENT LOT FIVE (5); THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN N 89°17'00"W ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT FIVE (5) A DISTANCE OF 115.69 FEET TO THE POINT OF BEGINNING.



**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 8

SUBJECT TITLE: Ordinance 2022-05 - Gorgeous Groves, Inc. - Rezoning of Approximately 220 Acres Located West of the Intersection of Woodlea Rd. and Lane Park Rd. (Community Development)

OBJECTIVE:

To consider the rezoning of approximately 220 acres of property located west of the intersection of Woodlea Rd. and Lane Park Rd. from Residential Single Family (RSF-A) to Planned Development (PD).

SUMMARY:

The subject property consists of approximately 220 acres of vacant property located west of the intersection of Woodlea Road and Lane Park Road. The property is currently zoned as Residential Single Family (RSF-A), and the applicant is proposing that the property be rezoned to a Planned Development (PD) that includes an adult-age restricted provision.

The proposed zoning of Planned Development (PD) is compatible with the surrounding zoning, which is a mixture of residential and County agricultural zoning. The applicant at this time envisions the construction of a master-planned age-restricted community consisting of 625 single-family dwelling units and active adult amenities including a club house, community pool, tennis & pickle ball courts, and a community marina. The proposed development will be a private gated community with private roads. Ordinance 2022-05 provides for flexibility in site and building design with a range of lot sizes from forty feet (40') to sixty feet (60') in width, preservation of open space and scenic areas, and large landscape buffers. The proposed use is consistent with the Comprehensive Plan by ensuring the availability, quality, and sustainability of a mix of housing types in Tavares. In accordance with the Comprehensive Plan, the proposed development implements urban design principles promoting a livable community, preserves the character of existing homes by providing a 170' wide landscape buffer, and takes into consideration the historical context of previous City Council approval as a private master-planned community.

The property owner shall apply to Lake County for school impact exemption for an age-restricted community.

The environmental assessment submitted by Bio-Tech Consulting, Inc. indicates no adverse conditions or environmental concerns with the property. Prior to any development, the property owner must comply with all Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service provisions as they pertain to threatened and protected species.

The traffic analysis submitted by Luke Transportation Engineering Consultants assesses the impact of all phases of the proposed Cresswind development. The study does not indicate an adverse impact on the level of service for surrounding roadways except for State Road 19. The City of Tavares maintains an initiative per the 2017 Peninsula Area Roadway Corridor Study to provide residents with a

safe transportation corridor that is a north-south alternative route to State Road 19, and improve local mobility and circulation west of State Road 19 from Dead River Road to Lane Park Road. The Cresswind developer is working with the City of Tavares and Lake County regarding a proportionate share of traffic mitigation and will propose a Developer's Agreement for the design, funding, and construction of improvements necessary for a portion of the Captain Haynes Road extension from Woodlea Road extending south approximately 1300 feet. This segment of Captain Haynes Road will also serve as ingress / egress for the future Lake County school site located south of Woodlea Road, and the School Board has agreed to dedicate a 1/2 acre of School Board property as right-of-way for this purpose. A Developer's Agreement regarding such traffic mitigation improvements will be presented for City Council consideration at a later date, and will include a request for dedication of a certain amount of City-owned property as right-of-way for Captain Haynes Road. The entrance to the development shall be designed in such a way as to ensure safe ingress / egress for the community. Any additional required improvements to Woodlea Road shall be at the discretion of Lake County Public Works, City of Tavares staff, and the City Engineer during the site plan review process.

The developer acknowledges that city utility services for potable water and waste water are currently not available for the site, and that development of the subject property is contingent upon the construction of and connection to city utility services. The City of Tavares has initiated extending capital utility lines to the Peninsula area through the approval of Resolution 2021-23 on September 8, 2021.

Development of the property will be in accordance with the provisions of Ordinance 2022-05 and the City's Land Development Regulations. Prior to the issuance of any Building Permits for this property, compliance with all applicable regulations will be required.

The future land use designation of the property is Suburban Density with an allowance of 3 dwelling units per acre, and this designation is not affected by the rezoning.

It is important to note that at their May 19th Planning & Zoning Board meeting the Board voted unanimously to recommend approval of Ordinance 2022-05 subject to the developer committing to presenting City Council with an alternative road access plan for the residents of the Peninsula subdivision. Per the Planning & Zoning Board's recommendation, the developer has submitted a redesign of the conceptual plan showing dedicated road access for the residents on Peninsula Drive. Ordinance 2022-05 has been amended to include the revised conceptual plan showing the requested access road. Changes to some of the language of Ordinance 2022-05 as it pertains to subdivision layout and road ownership and maintenance responsibility have been made to account for the Planning & Zoning Board's recommendation to add an access road for Peninsula Drive.

OPTIONS:

1. City Council moves to approve Ordinance 2022-05 rezoning approximately 220 acres of property located west of the intersection of Woodlea Rd. and Lane Park Rd. from Residential Single Family (RSF-A) to Planned Development (PD).
2. City Council moves to deny Ordinance 2022-05.

STAFF RECOMMENDATION:

At their May 19th meeting, the Planning & Zoning Board voted unanimously to recommend approval of

Ordinance 2022-05 subject to the developer committing to presenting City Council an alternative road access plan for the residents of the Peninsula subdivision.

Staff recommends that City Council moves to approve Ordinance 2022-05 rezoning approximately 220 acres of property located west of the intersection of Woodlea Rd. and Lane Park Rd. from Residential Single Family (RSF-A) to Planned Development (PD).

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Ordinance 2022-05
2. Proposed Changes to Ordinance 2022-05
3. Aerial Map
4. Zoning Map
5. FLU Map
6. Environmental Assessment
7. Environmental - Sand Skink Report
8. Traffic Study
9. Lake County Comments
10. Engineer Responses to Lake County Comments
11. Resident Objection Letters
12. Developer Response to Objection Letters
13. Peninsula Drive Access Road
14. 05-19-2022 PZ Board Meeting Minutes
15. Newspaper Ad 5-08-22

ORDINANCE 2022-05

AN ORDINANCE OF THE CITY OF TAVARES REZONING APPROXIMATELY 220 ACRES OF PROPERTY LOCATED AT THE WESTERLY END OF WOODLEA ROAD FROM RSF-A (RESIDENTIAL SINGLE FAMILY) TO PLANNED DEVELOPMENT (PD) WITH CERTAIN CONDITIONS THAT WOULD ALLOW AND PROVIDE GOVERNING REGULATIONS FOR THE DEVELOPMENT OF A 55 PLUS AGE RESTRICTED, ACTIVE ADULT COMMUNITY; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the property legally described in “Exhibit A” of this Ordinance have applied for the rezoning of this land from Residential Single Family (RSF-A) to Planned Development (PD); and

WHEREAS, City Water and Wastewater utility services are not currently available to the property; and

WHEREAS, development of the property is subject to City utility availability; and

WHEREAS, the City of Tavares, Florida, is in a position to plan to extend municipal services to the property described herein under Resolution 2021-23, as adopted; 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 accept said petition and to amend the zoning on said property; and

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

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

Section 1. Rezoning

Said property, as legally defined in Exhibit “A”, attached hereto and made a part herewith, is hereby rezoned to City of Tavares Planned Development (PD), under the specific provisions as established by the City of Tavares Land Development Regulations.

The purpose of this ordinance is to set forth basic development regulations and entitlements for the property with a new planned development agreement known as Cresswind Lake Harris PD planned development, herein referred to as a “PD”, as specified in Chapter 8 of the Land Development Regulations of the City of Tavares, Florida. The development of the property is intended for the housing of persons 55 years of age and older and to be consistent with the Housing for Older Persons Act of 1995. As such, all dwelling units shall be subject to deed restrictions attached to all sale contracts and acknowledged by signature and date by seller and purchaser. Such deed restrictions shall be recorded and be irrevocable for a period of thirty years. The property shall be developed as a private, gated community substantially in accordance with the Conceptual Development Plan. One or more Associations (as hereinafter defined) will be established to serve residents of the Cresswind Lake Harris PD and perform the ongoing duties set forth herein.

Development of this project shall be governed by the contents of this document and applicable sections of the City of Tavares 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. Where in conflict,

the terms of this document shall take precedence over the City of Tavares Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City, unless otherwise noted.

Section 2 Definitions

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 of Tavares Comprehensive Plan.

Section 3 Land Uses

The Conceptual Development Plan for the project prepared by Halff bearing a final revision date of April 22, 2022 is attached hereto and made a part herewith as Exhibit "B". Elements in the Conceptual Development Plan include, but are not limited to, residential (single-family) acreage, a clubhouse, marina, amenities (including supportive and ancillary food and beer/wine services for residents), open space, and jurisdictional wetlands. The general location of each of these land uses has been established as depicted in the Conceptual Development Plan. Out of the 220-acre site, the approximate acreage devoted to each land use shall be as follows:

- A. The breakdown for the project and its individual phases is as follows:

TOTAL PROJECT

Total Area:

220 +/- Acres

Permitted Uses:

Single-Family Residential

Acreage:

Uplands	202.96 Acres
Wetlands	17.13 Ac Acres

Total Acreage	220.09 Acres
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Maximum Allowable Residential Density:

The total number of residential dwelling units permitted for all Phases shall be determined at the following maximum densities:

Upland acres x 3 dwelling units per acre: $202.96 \times 3 = 608.88$

Wetland acres x 1 dwelling unit per acre: $17.13 \times 1 = 17.13$

Maximum number of dwelling units: 625

Open Space:

Minimum Open Space required shall be 30% of the gross acreage or 66.03 acres.

Recreation Area:

Minimum Recreation Area required shall be 5% of the gross acreage or 11.05 acres.

Maximum Density Proposed

Total Number of Single-Family Dwelling Units: 625 dwelling units

Gross Density: 2.84 du / acre

Net Upland Density 3.08 du /acre

B. The jurisdictional wetlands may include an elevated boardwalk, dock and marina access, picnic area and trail system subject to permitting requirements of the St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection. In lieu of a jurisdictional wetlands area recreational amenity approved by City Council at platting, the overall development must meet the active recreational area requirements of five percent (5%) of the gross acreage, or approximately 11.05 acres of designated active recreational space upon upland acreage.

C. In addition to the planned elements shown on the Conceptual Development Plan, such easements and rights-of-way shall be established within or adjacent to the project site as may be necessary or desirable for the service, function or convenience of the project, said easements and rights of way to be determined and indicated on recorded plats of the property or any portion thereof.

- D. The overall development consists of single-family residential units and supportive amenities.

Section 4. Development Standards

Lot sizes shall be a proposed mix of 60-foot-wide lots, 50-foot-wide lots and 40-foot-wide lots. 60 and 50-foot-wide lots may comprise seventy-five percent (75%) of the overall project (i.e. 469 of the total 625 lots); provided, however, the final numbers of such total 60 and 50 foot lots may vary based on market conditions. 40-foot-wide lots shall not comprise more than twenty-five percent (25%) of the overall project (i.e. 156 of the total 625 lots). In accordance with Ordinance 2015-16, any lot fronting on the east side of Peninsula Drive shall be a minimum of 140 feet wide and 170 feet in depth and shall have a minimum 3,000 square feet of living area. In lieu of providing larger lots along the east side of Peninsula Drive, the developer may provide an equivalent depth of open space measured from the east right of way line of Peninsula Drive. Should the equivalent open space be utilized, a Type "C" Landscape Buffer shall be installed adjacent to the east right of way line of Peninsula Drive or adjacent to the existing retention areas serving the Peninsula Drive lots.

- A. Setbacks. All setbacks shall be measured from the property line to the foremost vertical face of the structure. Where any setbacks conflict with required easement widths, the easement widths, if larger, shall prevail.

1. Single-Family Dwelling Units:

Front setback	22' (front facing garage*)
Front setback	15' (side facing garage, living area or porch)
Rear setback	10'
Side setback	5'
Side adjacent to ROW	15'
From Jurisdictional Wetlands Line	25'

*Minimum 25 feet from back of sidewalk to face of front facing garage. (See lot details on Exhibit "B" Sheet 3)

From natural body of water (MHWL)	50'
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2. Accessory Structures, Pools and Screen Enclosures. All accessory structures, pools and screen enclosures shall be located in the rear yard. Pool, deck, and screen enclosures with screen roof shall meet a minimum 5' rear setback requirement. Screen enclosures with a hard roof shall comply with setbacks of the principal structure. Sheds shall not be permitted on any property.

Rear setback	5' pool
Rear setback	5' Screen enclosure with screen roof or deck
Side setback (internal)	same as principal structure
Side adjacent to ROW	same as principal structure
From Jurisdictional Wetlands Line	25'

3. Fences (Lots)

Front setback	Not Permitted
Rear setback	0'
Side setback	0'
Side adjacent to ROW	10'
Maximum Height	6'

B. Lot Requirements

1. Minimum Lot Widths and Areas. The minimum lot size for single-family residences shall be no less than five-thousand (5,000) square feet with minimum lot width of forty feet (40'). No more than 25% of the overall project shall be 40-foot lots.
2. Corner Lots. Corner lots shall be five percent (5%) larger in area and width than as required above.
3. Maximum lot coverage and impervious surfaces. Maximum lot coverage by impervious surfaces shall not exceed seventy-five percent (75%) of the total lot area. Impervious surfaces shall not exceed fifty percent (50%) of any front yard. Maximum project impervious surfaces shall not exceed fifty percent (50%)

4. Individual homes may utilize a side or front garage access design concept to reduce the physical prominence of garages within the development. Garages must incorporate architectural treatments at the same level of detail and quality as the primary façade.
- C. Height of Structures. The height of a structure shall be determined by measuring the distance from mean grade elevation to the highest point of the roof and shall not exceed thirty-five feet (35') for residential single-family homes and shall not exceed forty-five (45') feet for nonresidential clubhouse and guardhouse architectural elements.
- D. Lighting. At a minimum, street lighting shall be installed by the developer at each intersection in accordance with the minimum standards as set forth by the local power provider. Lighting shall be at least fifteen feet (15') in height and no more than thirty feet (30') in height, with lighting focused in a downward direction. All street lighting shall be maintained solely by any HOA or POA.
- E. Landscaping and Buffer Requirements.
1. Plant material specifications and approved species shall meet the requirements of Chapter 11 of the City of Tavares Land Development Regulations in effect at the time of development.
 2. All landscaped common areas and buffers shall be in a self-contained tract or easement that is maintained by the Association or by the developer.
 3. Landscape Buffers. Minimum thirty-foot (30') perimeter buffer along all boundaries of the project. Existing wetlands, existing lakes and proposed storm water management areas shall be included as uses

allowed within buffer areas. If right-of-way dedications are required by Lake County, the landscape buffers will be measured from the new right-of-way line. Existing vegetation within the buffers will be preserved to the extent practical, however changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted. The project boundary landscape buffer shall include but not be limited to:

- a continuous shrub hedge, thirty-six inches (36") high at the time of planting and thirty-six inches (36") on center.
 - one (1) canopy tree per forty (40) lineal feet, (2.5") DBH, fifteen feet (15') in height.
4. Common areas. Water retention areas or common areas shall be buffered by inclusion of landscaping elements, irrigated and maintained, per, at a minimum consisting of a naturalistic design including clusters of shrubs, no less than seven (7) shrubs per cluster; and a palm, canopy or an understory tree, per each forty lineal feet (40').
5. The development shall otherwise comply with Chapter 11 of the City's Land Development Regulations.
6. All landscaped buffers and common areas, including irrigation, shall be in place at time of final plat approval unless a surety bond equal to 110 percent (110%) of the costs of any uncompleted areas has been provided to the City.

7. The Association shall be responsible for community wide landscape, fertilizing and irrigation, and maintenance, including on the individual lots within the project. The Association shall require that any maintenance company contracted to perform fertilizer applications as part of said community maintenance shall have a license from the Florida Department of Agricultural and Consumer Services (FDACS) and each person responsible for application of fertilizers shall hold a valid certificate of completion from the University of Florida Institute of Food and Agricultural Science (UFIFAS) for Green Industry Best Management Practices. In addition, the following restrictions shall be observed as part of the Association's community wide maintenance, the fertilizer application within the project shall be consistent with Florida-Friendly Best Management Practices for Protection of Water Resources and shall include the following specific restrictions:
- From June 1 through September 30 of any calendar year, do not apply fertilizers containing nitrogen or phosphorus to lawn or landscape buffer areas. Nitrogen fertilizer must contain at least 50 percent (50%) slow-release nitrogen (SRN) and no more than four (4) pounds of nitrogen per one thousand (1,000) square feet may be applied to turf or landscape plants each year. No fertilizer may be applied to impervious surfaces and any spillage or overcasting must be removed. Only one annual application of phosphorous not exceeding 0.25 pounds per one thousand (1,000) square feet per one thousand (1,000) square feet shall be permitted only if soil analysis demonstrates a need for the application of supplemental phosphorous to ensure plant health. No fertilizers containing nitrogen or phosphorus shall be applied within a fifty (50) foot-wide area adjacent to wetland, or Lake Harris shoreline.

F. Signage. The location and size of entrance signage and monumentation at the project's entry as well as temporary marketing signage along the project's eastern property line and internal private roads shall be consistent with the approved Sheet 4 of Exhibit "B", otherwise signage shall conform to the City of Tavares Land Development Regulations regarding subdivision signage. Signage and monumentation may be placed within private rights-of-way provided they meet FDOT and City standards for setbacks and sight lines. Any temporary or permanent signage located within a public right-of-way shall require a permit and maintenance agreement. Temporary signage is intended to be used for the duration of the project development and shall be allowed to remain in place until the last single-family home permit has been issued by the City, but in no event longer than ten (10) years.

G. Entry Features. Development entry features (not including Guardhouse elements) may incorporate architectural variations between 4 feet to 16 feet as measured vertically from the finished grade at the base of the structure for architectural columns or walls. The design for all entry features and walls shall be substantially similar to the elevations as shown on Sheet 4 of Exhibit "B", Signage Plan and Details of Sheet 4 of Exhibit "B" attached. All other fences or walls surrounding the subdivision but not located at the project entry locations may not exceed six (6) feet. A separate thirty (30) foot wide permanent private easement (comprised of two (2), twelve (12) foot drive aisles with a two (2) foot gutter on each side) providing access to the seventeen (17) Peninsula Drive lot owners (the "Peninsula Access Road"). The Peninsula Access Road shall be completed no later than Phase Two. The Developer shall relocate the existing entry gate for the Peninsula Homeowners (the "Peninsula Gate") to the intersection of the private easement and Peninsula Drive and shall relocate the existing Peninsula Homeowners' directional sign (which reads

“The Peninsula”)(the “Peninsula Signage”) at the entry of the intersection of the Peninsula Access Road and Lane Park Road. As will be provided on the plat or via separate written agreement between the Developer and the seventeen (17) homeowners of the Peninsula Drive residences (the “Peninsula Homeowners”), the Peninsula Homeowners shall have their own separate homeowner’s association responsible for (i) the maintenance of the Peninsula Access Road, (ii) the maintenance, repair or replacement of the Peninsula Signage, and (iii) the maintenance, repair or replacement of the Peninsula Gate (collectively, the “Peninsula Homeowners’ Responsibilities”). The construction of the Peninsula Access Road shall not commence until such Peninsula Drive homeowner’s association confirms in writing their acceptance of the Peninsula Homeowners’ Responsibilities. In the event such association does not confirm in writing the acceptance of the Peninsula Homeowners’ Responsibilities, the Developer shall not be required to commence construction of the Peninsula Access Road and those Peninsula Homeowners will utilize the internal access road that the Developer has constructed internal to the project. The Developer shall have the right to access the Peninsula Access Road for purposes of maintenance of any Developer landscaping and fencing.

- H. Phases of Development. Development of the project can be accomplished in up to five (5) phases, with required easements for development and infrastructure servicing the phase, including shared facilities such as stormwater systems and internal driveways, being constructed as required for each phase. Mass grading and associated clearing of any phase shall be reviewed and approved by the City at time of Subdivision Construction Plan Approval. Mass graded areas will be stabilized with vegetative cover. Subdivision Construction Plan approval shall be required for each phase and the restrictions of this Ordinance shall apply to each phase of development.

- I. Recreation Area. Five percent (5%) of the total site acreage is required to be designated with an active recreational element. Prior to issuance of any permits for construction of the approved amenity site ("Amenity Site"), including clearing and landfill not otherwise approved per Section H of this Ordinance, a Final Site Plan for the Amenity Site, as shown on Sheet 2 of Exhibit "B", shall be prepared and submitted for review and approval in the manner required by the City of Tavares, Land Development Regulations. Uses and structures of an accessory nature to the residential uses of the development include but are not limited to: parks, clubhouse, fitness center, pool, sports courts, indoor / outdoor social gathering areas, fire pit, stage area, food and beverage service, marina and on-site parking for vehicles and golf carts. Operation of any outdoor sports court lighting, outdoor events and use of a-stage for any events shall be discontinued at 11:00 PM and shall comply with the City of Tavares noise ordinance. Site plan shall be similar in concept to the plan shown on Sheet 2 of Exhibit "B". Development of the Amenity Site shall occur concurrent with the buildout of Phase 1.
- J. Fences. Open style decorative aluminum rail fencing shall be permitted along rear single family lot property lines to encourage visibility of water features, conservation areas and open spaces; however, this allowance shall not apply to those lots that share a common rear property boundary with another lot. One or more property Associations shall be responsible for determination and enforcement of fencing requirements within the development. A 6-foot aluminum rail fence may be used within the development's perimeter landscape. Fencing around City owned lift stations shall be in accordance with City utility department standards and may be screened with landscape hedge material.

- K. Sales Center. Applicant intends to develop a central sales center area, upon recording of a Final Plat, to be used during the life of the project. The sales center shall consist of the following temporary facilities to be located within homes to be built on 1 or more platted lots:

Sales Office (converted model home)
Design Center (converted model home)
Up to 18 Model Homes
Temporary Parking Lot
Temporary Construction Trailer(s) (may be converted model home)

The sales center hours of operation shall be:

Monday Through Friday	9:00 AM to 6 PM
Saturday and Sunday	9:00 AM to 6 PM

Special Marketing and after-hours Events shall be permitted including installation of temporary tents and restroom facilities. In addition to the above temporary uses, the Sales Center and model area are intended to have a trap fence.

Sales Center trap fencing shall be allowed to be placed across private roadways provided emergency vehicle access gates are included with Knox lock system suitable to the City's fire and police departments. Sales Center, Design Center, Model Homes and Construction Trailers may commence construction upon approval of the Subdivision Construction Plans and issuance of a Site Development Permit. and completion of a stabilized access to the Sales Center area for emergency vehicles. Any temporary structurally supported covered entry to either the Sales Office or Design Center or Construction Trailer to facilitate entry into the side of either building shall not be subject to side yard setbacks provided the adjoining area is a vacant lot, right-of-way or temporary parking lot. Unless otherwise approved by the City of Tavares, once the Sales Center and Design Center are done being used; the Applicant shall remove all

temporary structures and convert the remaining model to comply with the requirements of this Ordinance and the City building code.

L. Tree Preservation. As part of any Preliminary Subdivision Plan or Subdivision Construction Plan submittal, a tree survey shall be required. The stands of existing planted palms and oaks shall only be required to be counted as a cluster and not individually located.

1. Unless otherwise permitted / approved for removal, no tree, regardless of size or species, shall be removed from any designated wetland or conservation easements.
2. Trees proposed to be maintained on site shall be protected during site construction by placing a tree protection barrier at the drip line of each tree or clusters of trees. No construction activity, equipment or material shall be permitted inside the tree protection barrier.

Section 5. Public Facilities.

A. Impact Fees. The Developer acknowledges that the City of Tavares has impact fees for water, wastewater, fire, police, and parks & recreation, while Lake County has impact fees for schools and transportation. The project shall be subject to such impact fees or any additional impact fees effective at the time of issuance of any building permit. School impact fees are not required for developments determined to be intended primarily for the housing of persons 55 years of age and older and to be consistent with the Housing for Older Persons Act of 1995. As such, all dwelling units shall be subject to deed restrictions attached to all sale

contracts and acknowledged by signature and date by seller and purchaser.

- B. Potable water. Potable water is not currently available to the site. In accordance with The City of Tavares Resolution 2021-23, as adopted, the City plans on extending off-site capital utility water lines from their existing location to the Peninsula Area (i.e. the development's proposed entrance or the existing Peninsula's private drive entrance). The Developer shall pay impact fees and connection charges and shall construct and turn over to the City, all on-site water lines. Together with construction of Phase Two, on-site water lines shall include installation of an 8" watermain, associated valves and fire hydrants along the east side of Peninsula Drive and providing individual water services to the seventeen (17) existing lots along the west side of Peninsula Drive. Requests for water meters and conversion of the existing homes from wells to potable water shall be by the individual homeowner. Lines shall be extended and improvements made in a manner in accordance with the City of Tavares construction specifications. The City has plans for extension of water and sewer lines to the serve the project; provided, however, that in the event the City does not extend such lines within one (1) year of the Effective Date of this Ordinance, then the Developer shall be responsible for all major expansions to the existing utility systems required to serve the development, which may be impact fee creditable and would be subject to the execution of a separate developer's agreement with the City at such time. The Developer shall be responsible for all major on-site expansions to the existing utility systems required to serve the development. Capital utility line extensions required to serve the development may be installed by the City, and the City makes no time commitment as to when those lines will be constructed.

- C. Wastewater. Wastewater treatment service is not currently available to the site. In accordance with The City of Tavares Resolution 2021-23, as adopted, the City plans on extending off-site capital utility sanitary sewer lines from their existing location to the Peninsula Area (i.e. the development's proposed entrance or the existing Peninsula's private drive entrance). Developer shall pay impact fees and connection charges and construct and turn over to the City, all on-site sewer lines and lift stations. Together with construction of Phase Two, on-site sewer lines shall include installation of a low pressure forcemain and associated valves the east side of Peninsula Drive and providing individual low-pressure services to the seventeen (17) existing lots along the west side of Peninsula Drive. Conversion of the existing homes from septic to public sewer shall be by the individual homeowner. Lines shall be extended and improvements shall be made in accordance with City of Tavares construction specifications. The City has plans for extension of water and sewer lines to the serve the project; provided, however, that in the event the City does not extend such lines within one (1) year of the Effective Date of this Ordinance, then the Developer shall be responsible for all major expansions to the existing utility systems required to serve the development, which may be impact fee creditable and would be subject to the execution of a separate developer's agreement with the City at such time. The Developer shall be responsible for all major_on-site expansions to the existing utility systems required to serve the development. Capital utility line extensions required to serve the development may be installed by the City, and the City makes no time commitment as to when those lines will be constructed.
- D. Drainage. Provision for stormwater retention shall be in accordance with the City's Land Development Regulations and SJRWMD requirements. The maintenance of the drainage system shall be the responsibility of the Association (as hereinafter defined). The City of Tavares shall have no

maintenance responsibilities whatsoever with respect to the stormwater system on the property. The City is, however, hereby granted an irrevocable license to enter upon the property to conduct any work which is required to maintain the stormwater system which has not been performed by the Association, and the Association shall be liable for any costs incurred by the City in connection therewith. To the extent possible the storm water management ponds shall be designed as a dry detention facility to promote increased infiltration to groundwater and additional water quality protection to Lake Harris. Where practical, runoff from the rear of lots shall be directed to planned open space areas to promote increased infiltration to groundwater prior to entering stormwater management system.

- E. Reuse Water. The Developer shall be required to install a water reuse distribution system to serve all irrigation needs within the development. The lines will be served by potable water until such time as reclaimed water is available for irrigation. At the Developer's or Association's expense, the irrigation system for the PD shall connect to the City's reuse system once the City has extended lines to the development's entrance.
- F. Ingress and Egress. One (1) private, gated access road connection shall be provided from Woodlea Road to the development as shown on Exhibit "B", Sheet 1.
- G. Transportation. System improvements will be provided as required by permitting agencies having jurisdiction thereof. All roads, streets, and sidewalks constructed on property under the City of Tavares jurisdiction shall be constructed according to the standards of the City of Tavares. The developer shall enter into a separate transportation developer's agreement(s) ("Transportation DA") with Lake County and the City regarding necessary construction of traffic improvements to support the

development. Any initial commitments for easements or right of way dedication from the Lake County School Board can be handled in a memorandum of understanding or similar instrument from the Lake County School Board. Such Transportation DA shall also contemplate the eligibility for impact fee credits for the developer's construction of certain transportation improvements that exceed those required by law. Approval of and execution by all parties to such separate Transportation DA is contingent upon approval of this Ordinance and the Transportation DA will not hold up issuance of site or building permits, rather, the City shall not issue more than 250 certificates of occupancy unless the main segment of Captain Haynes Road is already designed, permitted and under construction by the Developer.

1. At the time of Preliminary Subdivision Plan and Construction Plan or Site Plan approval, the developer shall dedicate sufficient right-of-way along Woodlea Road and Lane Park Road per the requirements of Lake County Public Works. Concurrent with the timing of the Captain Haynes Road extensions, the developer shall install additional left turn queue storage on Woodlea Road and SR 19.
2. Concurrent with the timing of the Captain Haynes Road extension, the developer shall restripe the existing east bound lanes at the intersection of Woodlea Road and SR 19 to create additional left turn queue storage on Woodlea Road.
3. Other than the Peninsula Access Road, the roads as shown on Exhibit "B", Sheet 1, shall be a minimum sixty-foot (60') wide right of way with twenty-four feet (24') of pavement and four-foot (4') sidewalks on both sides of the road. All onsite roads within the development shall be private and dedicated to and maintained by the Association. The Peninsula Access Road shall be private and

dedicated to and maintained by the Peninsula Homeowners Association.

4. Minimum four-foot-wide (4') concrete sidewalks shall be required along both sides of all neighborhood streets. A minimum five-foot wide (5') sidewalk shall be required on the north side of Lane Park Road abutting the perimeter of the property. The foregoing provisions shall not apply to the Peninsula Access Road. Required sidewalks shall be constructed at the time each dwelling unit is constructed, as a condition of Certificate of Occupancy. A surety instrument, such as a bond or letter of credit, shall be provided to the City to ensure the completion of all required sidewalks. All required sidewalks in each phase shall be completed within two (2) years of the issuance of the first building permit for that phase, regardless of development status of each lot. Failure to complete all required sidewalks for each phase within the two-year period shall result in the City invoking the surety instrument to cover construction costs to construct the required sidewalks.
 5. In addition to the above rights-of-way, but only to the extent necessary, the developer shall also dedicate any easements needed for utilities and drainage.
 6. Paved access to the existing Peninsula Drive lot owners shall be maintained until the Peninsula Access Road is completed. However, stabilized temporary roads are allowed during ongoing phase of construction while the permanent road network as shown on Exhibit "B" is being constructed within Phase 1 of development. Access through any existing, temporary or relocated gates shall be provided to the existing Peninsula Homeowners.
- H. Underground Electric Utilities. Utility lines for electric power shall be installed underground per the provisions of the City and the power provider.

- I. Parking. Unless otherwise defined herein, parking shall be provided in accordance with the City Land Development Regulations. On-street parking shall be permitted within designated parking spaces on site only. The general locations of on street parking have been shown on Exhibit "B" Sheet 2. The final locations of on street parking spaces shall be determined at subdivision approval. On-street overnight parking shall not be permitted in undesignated areas and the Association for the development shall be responsible for enforcing parking restrictions.

All single-family dwelling, guest, and code required parking within an individual phase shall be provided by a driveway to accommodate a minimum of two (2) standard size vehicles (parked cars, pick-up truck or SUV) and single-family garages designed with adequate space to park at least two (2) standard size vehicles. The developer or Association, whichever controls the subdivision common areas at the time, shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this paragraph as part of the construction permit submittal for a lot.

Section 6. Environmental

- A. A conservation easement shall be shown over the entire jurisdictional wetlands area on the preliminary and construction plans submitted for the initial phase of development and the conservation easement shall be recorded over the entire jurisdictional wetlands area as part of the recording of the Final Plat. The conservation easement shall be in a format approved by the SJRWMD as part of the permitting process for the property.

- B. All environmental permitting and mitigation shall serve as prerequisites of any phase of development and shall be administered by the appropriate local or state jurisdiction.
- C. Any permitted improvements in the wetland areas shall be maintained per the criteria of the SJRWMD.

Section 7. Platting

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

Section 8. Timing

The City Council may rezone the project in the event a Final Plat is not recorded for any phase of development on or before five (5) years from the effective date of this Ordinance, if necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Council, for good cause shown, extends the time period indicated in this paragraph.

Provided developer has commenced development of the project within the five (5)-year time frame from the effective date and continues to actively develop ongoing phases as demonstrated by issuance of development permits and building permits, then no rezoning by the City shall occur unless otherwise requested by then owner.

Section 9. Property Owners' or Homeowners' Association and Covenants, Conditions, and Restrictions

Developer shall create one or more Property Owners Associations (POA) or Homeowner Associations (HOA), recorded in the official records of Lake County and registered with the Secretary of the State of Florida. Covenants, Conditions and Restrictions shall be submitted and approved with the first Final Plat or site plan. The established Homeowners'/ Property Owners' Association ("Association") shall be designated to oversee and maintain any open space, water retention area, required buffer, private street, and any other component of the overall development so dedicated to said association. Until such time that the Association becomes effective, the developer shall maintain all common areas.

Section 10. Permits.

Prior to platting or construction, the property owner 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 11. Severability.

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

Section 12. Effective Date.

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

PASSED AND ORDAINED this _____ day of _____, 2022,
by the City Council of the City of Tavares, Florida.

Lori Pfister, Mayor
Tavares City Council

Passed First Reading: _____

Passed Second Reading: _____

ATTEST:

Susie Novack, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Lindsey C. T. Holt, City Attorney

EXHIBIT "A"

PARCEL 1:

GOVERNMENT LOTS 1, 2, AND 3 AND THE NORTH 1/2 OF GOVERNMENT LOT 4 AND THE NORTH 571 FEET OF GOVERNMENT LOT 6, TOGETHER WITH LOTS 1 THROUGH 9, INCLUSIVE, OF WEBLEY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 22, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, ALL LYING WITHIN SECTION 35, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. ALSO, LOTS 10 THROUGH 13, INCLUSIVE, OF WEBLEY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 22, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; AND THE SOUTH 1/2 OF GOVERNMENT LOT 5, LESS THE ROAD RIGHT-OF-WAY; AND GOVERNMENT LOT 4 AND THE NORTH 1/4 OF GOVERNMENT LOT 5; AND GOVERNMENT LOT 6, LYING SOUTH OF ROAD, ALL LYING IN SECTION 36, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

LESS:

THAT PART LYING WITHIN A REPLAT OF THE PENINSULA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 32 THROUGH 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,

AND LESS:

THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 2730, PAGE 1287, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT NO. 2, IN SECTION 35, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF TAVARES, LAKE COUNTY, FLORIDA, LYING 75.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH, THE NORTH LINE OF LOT 18 OF A REPLAT OF THE PENINSULA, AS RECORDED IN PLAT BOOK 36, PAGES 32 THROUGH 34, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING BOUNDED ON THE WEST BY THE WATERS OF LAKE HARRIS AND ON THE EAST BY THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 18.

AND,

PARCEL 2:

THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, LYING IN SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, TOGETHER WITH AN INGRESS/EGRESS GRANTED IN DEED BOOK 295, PAGE 233, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE CERTAIN ENCROACHMENTS OF THE IMPROVEMENTS RELATIVE TO THE SUBDIVISION COMMONLY KNOWN AS THE "PENINSULA" ON THE ABOVE IDENTIFIED PROPERTY, AS SUCH ENCROACHMENTS ARE MORE PARTICULARLY DEPICTED ON THE "EXISTING SURVEY" OR "NEW SURVEY", AS THOSE TERMS ARE DEFINED IN THE AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY DATED SEPTEMBER 6, 2005.

MORE PARTICULARLY DESCRIBED AS:

PARCEL A:

THAT PORTION OF SECTIONS 35 AND 36 TOWNSHIP 19 SOUTH, RANGE 25 EAST, AND THAT PORTION OF WEBLEY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 22, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, ALL LYING WITHIN LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE RUN N00°39'25"E ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 409.00 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°10'45"W A DISTANCE OF 10.18 FEET TO THE WESTERLY AND NORTHERLY RIGHT OF WAY OF LAKE PARK/WOODLEA ROAD PER MAINTENANCE MAP DATED SEPTEMBER 15, 2004 AS RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 89 THROUGH 94, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N89°10'45"W A DISTANCE OF 2321.90 FEET TO THE SOUTHEAST CORNER OF A REPLAT OF THE PENINSULA AS RECORDED IN PLAT BOOK 36, PAGES 32 THROUGH 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY LINE OF SAID PLAT THE FOLLOWING EIGHT COURSES: THENCE N10°55'01"W A DISTANCE OF 75.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.00 FEET TO WHICH A RADIAL LINE BEARS S10°55'01"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 160°31'44" AN ARC DISTANCE OF 140.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°31'44" AN ARC DISTANCE OF 30.77 FEET; THENCE RUN N10°55'01"W A DISTANCE OF 50.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°46'39" AN ARC DISTANCE OF 226.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 725.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°31'04" AN ARC DISTANCE OF 19.21 FEET; THENCE RUN N86°23'51"E A DISTANCE OF 125.00 FEET; THENCE RUN N18°21'38"W A DISTANCE OF 30.43 FEET; THENCE DEPARTING SAID EAST LINE RUN N82°45'10"E A DISTANCE OF 40.17 FEET; THENCE RUN N12°57'32"W A DISTANCE OF 140.84 FEET; THENCE RUN N89°45'43"W A DISTANCE OF 55.58 FEET TO THE AFORESAID EAST LINE OF SUBDIVISION; THENCE RUN ALONG SAID EAST LINE THE FOLLOWING SEVEN COURSES: N18°21'38"W A DISTANCE OF 24.50 FEET; THENCE RUN N89°50'46"W A DISTANCE OF 125.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO WHICH A RADIAL LINE BEARS S80°43'04"W AND HAVING A RADIUS OF 725.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°00'25" AN ARC DISTANCE OF 88.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°07'27" AN ARC DISTANCE OF 136.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 975.00 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 16°14'03" AN ARC DISTANCE OF 276.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1025.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°48'01" AN ARC DISTANCE OF 282.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 975.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°36'37" AN ARC DISTANCE OF 248.62 FEET; THENCE DEPARTING SAID EAST LINE RUN N88°04'51"E A DISTANCE OF 87.56 FEET; THENCE RUN N00°15'24"E A DISTANCE OF 216.63 FEET; THENCE RUN N02°04'11"W A DISTANCE OF 221.93 FEET; THENCE RUN N88°24'11"W A DISTANCE OF 86.55 FEET TO THE AFORESAID EAST LINE OF SUBDIVISION, SAID POINT BEING ON A NON-TANGENT CURVE TO WHICH A RADIAL LINE BEARS N87°51'04"W AND HAVING A RADIUS OF 725.00 FEET; THENCE RUN ALONG SAID EAST BOUNDARY THE FOLLOWING FIVE COURSES: NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°04'46" AN ARC DISTANCE OF 64.27 FEET; THENCE RUN N07°13'44"E A DISTANCE OF 117.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°31'44" AN ARC DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°31'44" AN ARC DISTANCE OF 61.55 FEET; THENCE RUN N07°13'44"E A DISTANCE OF 24.69 FEET; THENCE DEPARTING SAID EAST LINE RUN S71°57'15"E A DISTANCE OF 57.01 FEET; THENCE RUN N23°09'55"E A DISTANCE OF 113.13 FEET; THENCE RUN N70°24'13"W A DISTANCE OF 191.79 FEET; THENCE RUN N06°46'44"E A DISTANCE OF 39.32 FEET; THENCE RUN N89°10'45"W A DISTANCE OF 282.00 FEET, MORE OR LESS TO THE WATER'S EDGE OF LAKE HARRIS AND HAVING A TIE WITNESS MONUMENT N89°10'45"W AT A DISTANCE OF 239.78 FEET THAT IS 42± FEET EASTERLY OF LAKE'S EDGE; THENCE RUN NORTHERLY AND EASTERLY ALONG SAID LAKE'S EDGE AND HAVING A TIE LINE FOR THE FOLLOWING 15 COURSES: THENCE RUN FROM SAID TIE WITNESS MONUMENT N03°26'08"E A DISTANCE OF 175.63 FEET; THENCE RUN N23°30'38"E A DISTANCE OF 307.44 FEET; THENCE RUN N29°42'44"E A DISTANCE OF 358.39 FEET; THENCE RUN N72°42'02"E A DISTANCE OF 493.09 FEET; THENCE RUN N82°31'03"E A DISTANCE OF 426.79 FEET; THENCE RUN N83°10'35"E A DISTANCE OF 516.10 FEET; THENCE RUN S57°52'37"E A DISTANCE OF 899.04 FEET; THENCE RUN S47°58'40"E A DISTANCE OF 550.80 FEET; THENCE RUN S86°38'10"E A DISTANCE OF 306.43 FEET; THENCE RUN S44°33'38"E A DISTANCE OF 271.29 FEET; THENCE RUN S78°28'04"E A DISTANCE OF 145.76 FEET; THENCE RUN S44°10'51"E A DISTANCE OF 445.79 FEET; THENCE RUN S20°26'30"E A DISTANCE OF 305.25 FEET; THENCE RUN S07°18'18"E A DISTANCE OF 420.42 FEET; THENCE RUN S42°49'15"E A DISTANCE OF 280.70 FEET TO A TIE WITNESS MONUMENT THAT IS 1034 FEET, MORE OR LESS, S00°39'44"W OF THE EDGE OF LAKE; THENCE RUN FROM THE EDGE OF LAKE S00°39'34"W A DISTANCE OF 1538 FEET, MORE OR LESS, AND HAVING A TIE OF S00°39'37"W A DISTANCE OF 506.84 FEET FROM THE TIE WITNESS MONUMENT TO THE AFORESAID NORTHERLY RIGHT OF WAY OF WOODLEA/LANE PARK ROAD SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY TO WHICH A RADIAL LINE BEARS N17°08'20"E AND HAVING A RADIUS OF 959.28 FEET; THENCE RUN ALONG THE NORTHERLY AND WESTERLY RIGHT OF WAY LINE OF SAID WOODLEA/LANE PARK ROAD THE FOLLOWING 14 COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°58'36" AN ARC DISTANCE OF 250.75 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 21.28 FEET; THENCE RUN N01°32'39"E A DISTANCE OF 2.00 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 298.62 FEET; THENCE RUN N01°32'39"E A DISTANCE OF 1.00 FEET; THENCE RUN N88°27'21"W 237.39 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 7.00 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 118.94 FEET; THENCE RUN N01°32'39"E A DISTANCE OF 6.00 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 105.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 248.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°45'32" AN ARC DISTANCE OF 193.74 FEET; THENCE RUN S46°47'07"W A DISTANCE OF 20.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 352.21 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°09'07" AN ARC DISTANCE OF 283.71 FEET; THENCE RUN S00°38'00"W A DISTANCE OF 577.95 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 25 EAST, AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE RUN S89°10'49"E ALONG THE SOUTH LINE OF SAID SECTION 36 A DISTANCE OF 30.00 FEET TO THE EASTERLY AND SOUTHERLY RIGHT OF WAY LINE OF LANE PARK/WOODLEA ROAD PER MAINTENANCE MAP DATED SEPTEMBER 15, 2004 AS RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 89 THROUGH 94, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN ALONG SAID EASTERLY AND SOUTHERLY RIGHT OF WAY THE FOLLOWING 19 COURSES: N00°38'00"E A DISTANCE OF 987.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 312.21 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°17'52" AN ARC DISTANCE OF 159.65 FEET; THENCE RUN N60°04'08"W A DISTANCE OF 9.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS N60°04'08"W AND HAVING A RADIUS OF 321.21 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°51'15" AN ARC DISTANCE OF 94.49 FEET; THENCE RUN N46°47'07"E A DISTANCE OF 20.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 217.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°45'32" AN ARC DISTANCE OF 169.52 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 105.45 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 5.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 118.94 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 3.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 237.39 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 1.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 298.62 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 2.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 21.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 921.25 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°54'02" AN ARC DISTANCE OF 529.00 FEET; THENCE RUN S55°33'10"E A DISTANCE OF 573.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3534.05 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'26" AN ARC DISTANCE OF 171.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 588.68 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°03'45" AN ARC DISTANCE OF 462.99 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S00°39'53"W ALONG SAID EAST LINE A DISTANCE OF 645.32 FEET TO THE SOUTH 1/4 SECTION CORNER OF SAID SECTION 36; THENCE RUN S89°10'55"E ALONG THE SOUTH LINE OF SAID SECTION 36 A DISTANCE OF 1317.90 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE RUN S00°57'57"W ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 1319.63 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 2; THENCE RUN N89°10'19"W ALONG SAID SOUTH LINE AND THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION 1 A DISTANCE OF 2632.64 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3; THENCE RUN N00°51'18"E ALONG SAID WEST LINE A DISTANCE OF 1319.20 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 36; THENCE RUN N89°10'49"W ALONG SAID SOUTH LINE A DISTANCE OF 1287.27 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION DESCRIBED AS FOLLOWS:

NORTHERLY PARCEL

THAT PORTION OF SECTION 36 TOWNSHIP 19 SOUTH, RANGE 25 EAST, AND THAT PORTION OF WEBLEY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 22, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, ALL LYING WITHIN LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE RUN N00°39'25"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 1506.84 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N00°39'25"E ALONG SAID WEST LINE A DISTANCE OF 1132.13 FEET TO THE WEST 1/4 SECTION CORNER OF SAID SECTION 36; THENCE CONTINUE N00°39'25"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 207.51 FEET; THENCE DEPARTING SAID WEST LINE RUN S83°07'31"E A DISTANCE OF 131.38 FEET; THENCE RUN S47°59'34"E A DISTANCE OF 229.39 FEET; THENCE RUN S72°37'08"E A DISTANCE OF 1059.40 FEET TO THE EAST LINE OF GOVERNMENT LOT 5 OF SAID SECTION 36; THENCE RUN S00°39'34"W A DISTANCE OF 1101.70 FEET TO THE NORTHERLY RIGHT OF WAY OF WOODLEA/LANE PARK ROAD PER MAINTENANCE MAP DATED SEPTEMBER 15, 2004 AS RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 89 THROUGH 94, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING SITUATED ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY TO WHICH A RADIAL LINE BEARS N16°29'28"E AND HAVING A RADIUS OF 961.18 FEET; THENCE RUN ALONG THE NORTHERLY AND WESTERLY RIGHT OF WAY LINE OF SAID WOODLEA/LANE PARK ROAD THE FOLLOWING 11 COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°56'49" AN ARC DISTANCE OF 250.74 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 21.28 FEET; THENCE RUN N01°32'39"E A DISTANCE OF 2.00 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 298.62 FEET; THENCE RUN N01°32'39"E A DISTANCE OF 1.00 FOOT; THENCE RUN N88°27'21"W A DISTANCE OF 237.39 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 7.00 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 118.94 FEET; THENCE RUN N01°32'39"E A DISTANCE OF 6.00 FEET; THENCE RUN N88°27'21"W A DISTANCE OF 105.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 248.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°13'39" AN ARC DISTANCE OF 74.57 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN N47°31'04"W A DISTANCE OF 288.25 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAT PORTION DESCRIBED AS FOLLOWS:

SOUTHERLY PARCEL

THAT PORTION OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE RUN S89°10'49"E ALONG THE SOUTH LINE OF SAID SECTION 36 A DISTANCE OF 30.00 FEET TO THE EASTERLY AND SOUTHERLY RIGHT OF WAY LINE OF LANE PARK/WOODLEA ROAD PER MAINTENANCE MAP DATED SEPTEMBER 15, 2004 AS RECORDED IN MAINTENANCE MAP BOOK 9, PAGES 89 THROUGH 94, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN ALONG SAID EASTERLY AND SOUTHERLY RIGHT OF WAY THE FOLLOWING 19 COURSES: N00°38'00"E A DISTANCE OF 987.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 312.21 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°17'52" AN ARC DISTANCE OF 159.65 FEET; THENCE RUN N60°04'08"W A DISTANCE OF 9.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS N60°04'08"W AND HAVING A RADIUS OF 321.21 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°51'15" AN ARC DISTANCE OF 94.49 FEET; THENCE RUN N46°47'07"E A DISTANCE OF 20.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 217.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°45'32" AN ARC DISTANCE OF 169.52 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 105.45 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 5.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 118.94 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 3.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 237.39 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 1.00 FOOT; THENCE RUN S88°27'21"E A DISTANCE OF 298.62 FEET; THENCE RUN S01°32'39"W A DISTANCE OF 2.00 FEET; THENCE RUN S88°27'21"E A DISTANCE OF 21.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 921.18 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°54'11" AN ARC DISTANCE OF 529.00 FEET; THENCE RUN S55°33'10"E A DISTANCE OF 573.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3534.30 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'25" AN ARC DISTANCE OF 171.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 588.69 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°03'41" AN ARC DISTANCE OF 462.99 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S00°39'53"W ALONG SAID EAST LINE A DISTANCE OF 645.32 FEET TO THE SOUTH 1/4 SECTION CORNER OF SAID SECTION 36; THENCE RUN N89°10'49"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 2604.57 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION DESCRIBED AS FOLLOWS:

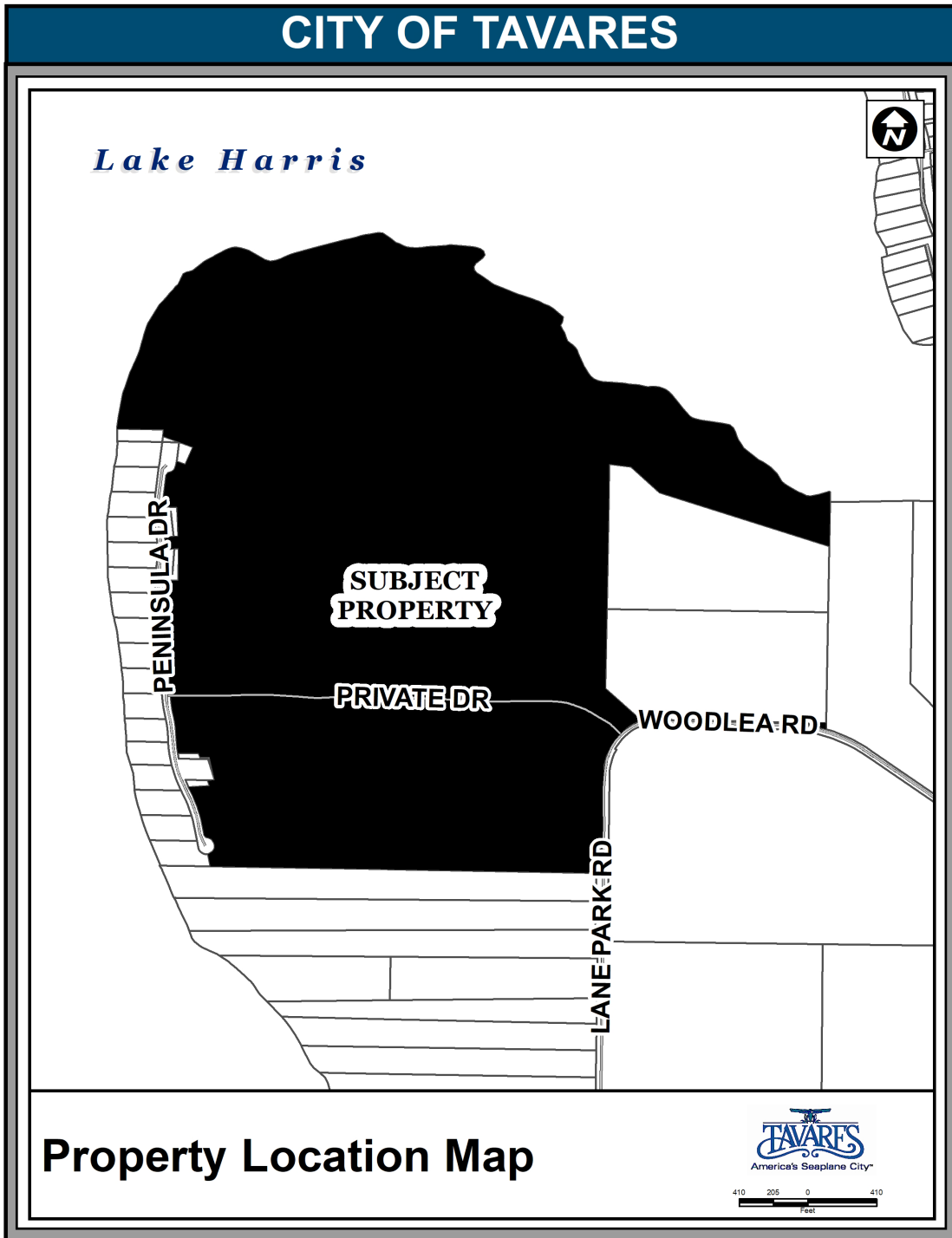
THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 1, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH EASEMENT INTEREST FOR INGRESS AND EGRESS BEING DESCRIBED AS FOLLOWS:

AN EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, AND RUN N.00°08'33"E., ALONG THE EAST LINE OF THE S.E. 1/4 A DISTANCE OF 409.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 409 FEET OF THE S.E. 1/4 OF SAID SECTION 35; THENCE N.89°41'37"W., ALONG THE NORTH LINE OF THE SOUTH 409 FEET OF THE S.E. 1/4 A DISTANCE OF 2332.08 FEET; THENCE N.00°18'23"E., 1504.64 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.89°38'22"E., 244.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 196.47 FEET; THENCE SOUTHEASTERLY ALONG AND WITH SAID CENTERLINE THROUGH A CENTRAL ANGLE OF AN ARC LENGTH OF 280.28 FEET TO THE END OF SAID CURVE; THENCE S.08°37'28"E., 494.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 366.98 FEET; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 135°37'59" AN ARC LENGTH OF 868.73 FEET TO THE END OF SAID CURVE; THENCE N.35°44'33"E., 390.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°07'15" AN ARC LENGTH OF 26.81 FEET TO THE END OF SAID CURVE; THENCE N.30°37'18"E., 175.06 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 279.13 FEET AND A RADIAL BEARING OF S.30°37'18"W.; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°16'47" AN ARC LENGTH OF 225.46 FEET TO THE END OF SAID CURVE; THENCE N.74°20'30"E., 214.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 272.70 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°37'34", AN ARC LENGTH OF 274.27 FEET TO THE END OF SAID CURVE; THENCE S.48°01'56"E., 296.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'56" AN ARC LENGTH OF 43.16 FEET TO THE END OF SAID CURVE; THENCE S.35°40'00"E., 97.91 FEET, MORE OR LESS, TO THE CENTERLINE OF WOODLEA ROAD (COUNTY ROAD NO. 3-3840); RETURN TO THE POINT OF BEGINNING AND RUN S.89°38'22"W., 318.09 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1000.00 FEET AND A RADIAL BEARING OF S.80°47'03"W.; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°56'31" AN ARC LENGTH OF 278.24 FEET TO THE END OF SAID CURVE AND BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 750.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°29'10" AN ARC LENGTH OF 215.80 FEET TO THE END OF SAID CURVE AND BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 750.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'27", AN ARC LENGTH OF 215.65 FEET AND THE END OF SAID CURVE; THENCE N.06°42'52"E., 187.93 FEET; THENCE S.83°17'08"E., 25.00 FEET TO THE END OF THIS CENTERLINE DESCRIPTION.

LESS AND EXCEPT, ANY RIGHTS-OF-WAYS AS SHOWN ON THE PLAT OF THE PENINSULA, AS RECORDED IN PLAT BOOK 36, PAGES 1 THROUGH 3, INCLUSIVE AND A REPLAT OF THE PENINSULA AS RECORDED IN PLAT BOOK 36, PAGES 32 THROUGH 34, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CITY OF TAVARES



Created By: City of Tavares GIS

T:\pzd\DATA\PROJECT FILES\damere Crossing, PD Rezoning, Conceptual Plan & LSF LUM - PZ2021-22\GIS\GIS_Maps\AD.mxd

Map Created on 10/26/21

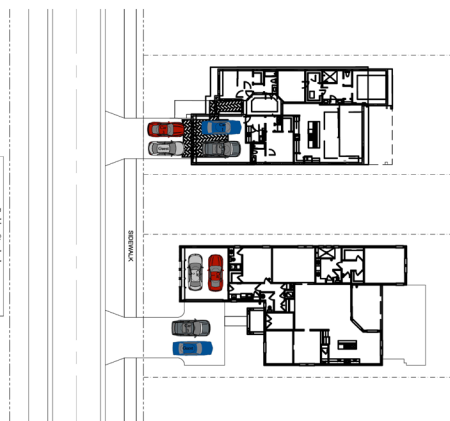
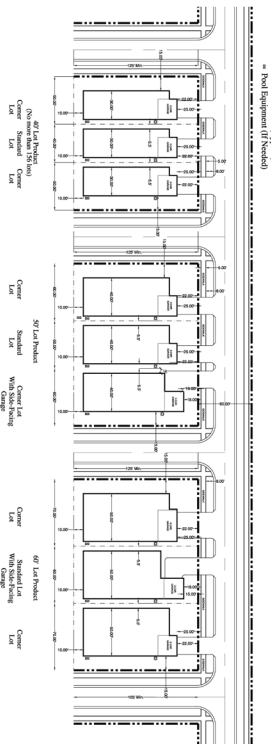
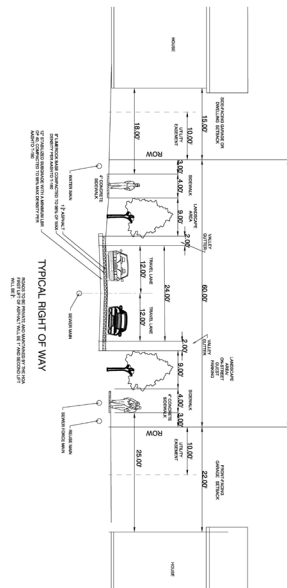
EXHIBIT "B"



NOTES:
1. RECREATION / AMENITY IS AN EXAMPLE REPRESENTATION OF THE FACILITIES TO BE PROVIDED FOR CRESSWIND LAKE HARRIS. THE FACILITIES WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF TAMPA'S RECREATION / AMENITY STANDARDS. ALL FACILITIES WILL BE SUBJECT TO SITE PLAN / LANDSCAPE APPROVAL BY THE CITY.



CRESSWIND AT LAKE HARRIS EXHIBIT B EXAMPLE AMENITY		DATE: _____ REVISION: _____ 1. PREPARED BY: _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____
HALFF 400 North Gandy Ave., Tampa, Florida 33606 Office: 813.243.0481 Fax: 813.243.0480 Certificate of Authorization Number: 33380		DATE: 4/20/22 DESIGNED BY: CDM DRAWN BY: CDM CHECKED BY: CDM FILE NAME: 20220422 SHEET 2

[illegible]

DATE	REVISION
6-9-92	1 REVISED EASEMENT ROAD PER PLANNING AND ZONING
	2
	3
	4
	5
	6
	7
	8

DATE:	4-22-02
DESIGNED BY:	COH/RLO
DRAWN BY:	COH/RLO
CHECKED BY:	COH
JOB NO.:	201 046 0000
FILE NAME:	CHESBOND CONCRETS
SHEET 3	

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54413



Model Park, Welcome Center
and Design Gallery

Coming Soon Sign
Example 1

Club Coming Soon Sign
Example 2



Example 1



Example 2

Burma shaves or Banners pending light posts



Directional Signs



CRESSWIND AT
LAKE HARRIS
EXHIBIT B
SIGNAGE

DATE	REVISION

DATE	4-23-22
DESIGNED BY	CORNING
DRAWN BY	CORNING
CHECKED BY	JOHN
JOB NO.	00000000
PROJECT	CROSSWIND
SHEET #	4

CORNING & SONS, P.C.
PROFESSIONAL ENGINEERS IN FLORIDA

KOLTER CRESSWIND LAKE HARRIS



COMMUNITY ENTRANCE



KOLTER CRESSWIND LAKE HARRIS



KOLTER CRESSWIND LAKE HARRIS



CRESSWIND LAKE HARRIS



KOLTER CRESSWIND LAKE HARRIS



CRESSWIND LAKE HARRIS



CRESSWIND LAKE HARRIS



**CRESSWIND AT LAKE HARRIS
EXHIBIT B
ENTRY AND SECTIONS**



DATE	4-26-22
DRAWN BY	CO-010
CHECKED BY	CO-010
DATE	02-08-2022
DATE	02-08-2022

SHEETS

CHARLES C. HARTY, P.E.
PROFESSIONAL ENGINEER NO. 1889

Plan 30 - 1430 Allison 30' Series 40' Series 50' Series	Plan 30 - 1550 Beverly 30' Series 40' Series 50' Series	Plan 30 - 1720 Caroline 30' Series 40' Series 50' Series	Plan 40 - 1660 40' Series 50' Series	Plan 40 - 1830 40' Series 50' Series
Plan 40 - 2100 40' Series 50' Series	Plan 50 - 2290 Nicole 50' Series	Plan 40 - 1930 40' Series 50' Series	Plan 40 - 1980 40' Series 50' Series	Plan 40 - 2280 Madison 40' Series 50' Series
Plan 50 - 2290 50' Series	Plan 50 - 2440 50' Series	Plan 50 - 2580 50' Series	Plan 50 - 2770 Sydney 50' Series	Plan 50 - 2770 50' Series

DATE: 4-26-20
DRAWN BY: CASH/BJ
CHECKED BY: CASH/BJ
JOB NO.: 202001001
FILE NAME: CRESSWIND
SHEET 6

862 North Sinclair Ave.
 Tavares, Florida 32778
 Office: 352.343.8481
 Fax: 352.343.8486
 Certificate of Authorization Number: 53380

CRESSWIND AT
LAKE HARRIS
EXHIBIT B
ELEVATIONS OF HOMES

DATE	REVISION

**CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
201 E. MAIN STREET, TAVARES
May 19, 2022**

BOARD MEMBERS PRESENT

Gary Santoro, Chairman
Deborah Murphy, Vice-Chairman
Dian Joy, Board Member - Absent
Bruce Peterman, Board Member
Brooke Matthews, Board Member
James Sweezea, Board Member - Absent
Dara Treadwell, Board Member

LAKE COUNTY SCHOOL BOARD

Helen LaValley - Absent

STAFF MEMBERS PRESENT

Antonio Fabre – Planning Coordinator
Mike Fitzgerald, Community Development Director
Lindsay Holt, City Attorney
Jillian Roberts, Deputy City Clerk

CALL TO ORDER

Chairman Santoro called the meeting to order at 3:00 p.m. and asked those present to silence their cell phones. He led those present in the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Santoro asked if there are any additions or corrections to the February 17, 2022 Planning and Zoning Board Meeting minutes. There were none.

MOTION

Bruce Peterman moved to approve the minutes of the February 17, 2022 Planning and Zoning Board Meeting, seconded by Brooke Matthews. The motion carried unanimously 5-0.

SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE COMMUNICATIONS

Mr. Fitzgerald asked the Board Members if there were any ex parte communications.

Board Member Peterman stated he was contacted via e-mail by three people and did not respond.

Board Member Treadwell stated she was contacted via e-mail by three people and replied to one person and suggested they attend the board meeting.

Chairman Santoro stated he was contacted by three people.

Vice-Chairman Murphy stated she was contacted by three people.

PUBLIC HEARING

Recommendation on Ordinance 2022-03 – Conner Property – Rezoning of Approximately 2 Acres Located South of Dora Ave., West of Dillard Rd.

Mr. Fitzgerald gave the following presentation:

SUMMARY:

The subject property consists of approximately 02.00 acres of vacant property located south of Dora Avenue, west of Dillard Road. The property is currently zoned as Planned Development (PD), and the applicant is proposing that the property be rezoned to a newly stated Planned Development (PD) that includes an adult-age restricted provision.

The proposed zoning of Planned Development (PD) is compatible with the surrounding zoning, which is a mixture of residential and commercial zoning. The property contains one (1) single family residence, and the applicant at this time envisions the construction of two (2) additional detached residential single family homes and eight (8) attached duplex units. The duplex units shall be adult age restricted per the zoning provisions contained in Ordinance 2022-03. The proposed use is consistent with the Comprehensive Plan by ensuring the availability, quality, and sustainability of a mix of housing types in Tavares.

The property owner is applying for school impact exemption for the age-restricted duplex portion of the development. The two additional single family homes will not be age restricted and have a negligible impact on school capacity.

The environmental assessment submitted by Wicks Engineering Services, Inc. indicates no adverse conditions or environmental concerns with the property. Prior to any development, the property owner must comply with all Florida Fish and Wildlife Conservation Commission provisions as they pertain to threatened species.

The traffic generated by the proposed development will have a minimal impact on surrounding roadways and is exempt from a Tier 1 traffic study per the City's Engineer.

Development of the property will be in accordance with the provisions of Ordinance 2022-03 and the City's Land Development Regulations. Prior to the

issuance of any Building Permits for this property, compliance with all applicable regulations will be required.

The future land use designation of the property is Low Density with an allowance of 5.6 dwelling units per acre, and this designation is not affected by the rezoning.

OPTIONS:

1. That the Planning & Zoning Board moves to recommend approval of Ordinance 2022-03 rezoning of approximately 02.00 acres of property located south of Dora Ave., west of Dillard Rd. to a newly stated Planned Development (PD).

2. That the Planning & Zoning Board moves to recommend denial of Ordinance 2022-03

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board moves to recommend approval of Ordinance 2022-03 rezoning of approximately 02.00 acres of property located south of Dora Ave., west of Dillard Rd. to a newly stated Planned Development (PD).

Ed Holder, 11312 Dead River Rd, Tavares noted it would not have negative impacts on the schools or roads.

Ms. Roberts swore those in that were present.

Ted Wicks, Wicks Engineering, Tavares, applicant noted he is present for questions.

Board Member Treadwell asked for clarification if the existing home will remain and where the access will be located.

Mr. Wicks stated the existing home and duplex will use the existing driveway to access their homes.

MOTION

Deborah Murphy moved to recommend approval [Option 1] of Ordinance 2022-03, seconded by Bruce Peterman. The motion carried unanimously 5-0

2) Recommendation on Ordinance 2022-05 – Gorgeous Groves, Inc. – Rezoning of Approximately 220 Acres Located West of the Intersection of Woodlea Rd. and Lane Park Rd.

SUMMARY:

The subject property consists of approximately 220 acres of vacant property located west of the intersection of Woodlea Road and Lane Park Road. The property is currently

zoned as Residential Single Family (RSF-A), and the applicant is proposing that the property be rezoned to a Planned Development (PD) that includes an adult-age restricted provision.

The proposed zoning of Planned Development (PD) is compatible with the surrounding zoning, which is a mixture of residential and County agricultural zoning. The applicant at this time envisions the construction of a master-planned age-restricted community consisting of 625 single-family dwelling units and active adult amenities including a club house, community pool, tennis & pickle ball courts, and a community marina. The proposed development will be a private gated community with private roads. Ordinance 2022-05 provides for flexibility in site and building design with a range of lot sizes from forty feet (40') to sixty feet (60') in width, preservation of open space and scenic areas, and large landscape buffers. The proposed use is consistent with the Comprehensive Plan by ensuring the availability, quality, and sustainability of a mix of housing types in Tavares. In accordance with the Comprehensive Plan, the proposed development implements urban design principles promoting a livable community, preserves the character of existing homes by providing a 170' wide landscape buffer, and takes into consideration the historical context of previous City Council approval as a private master-planned community.

The property owner shall apply to Lake County for school impact exemption for an age-restricted community.

The environmental assessment submitted by Bio-Tech Consulting, Inc. indicates no adverse conditions or environmental concerns with the property. Prior to any development, the property owner must comply with all Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service provisions as they pertain to threatened and protected species.

The traffic analysis submitted by Luke Transportation Engineering Consultants assesses the impact of all phases of the proposed Cresswind development. The study does not indicate an adverse impact on the level of service for surrounding roadways except for State Road 19. The City of Tavares maintains an initiative per the 2017 Peninsula Area Roadway Corridor Study to provide residents with a safe transportation corridor that is a north-south alternative route to State Road 19, and improve local mobility and circulation west of State Road 19 from Dead River Road to Lane Park Road. The Cresswind developer is working with the City of Tavares and Lake County regarding a proportionate share of traffic mitigation and will propose a Developer's Agreement for the design, funding, and construction of improvements necessary for a portion of the Captain Haynes Road extension from Woodlea Road extending south approximately 1300 feet. This segment of Captain Haynes Road will also serve as ingress / egress for the future Lake County school site located south of Woodlea Road, and the School Board has agreed to dedicate a 1/2 acre of School Board property as right-of-way for this purpose. A Developer's Agreement regarding such traffic mitigation improvements will be presented for City Council consideration at a later date, and will include a request for dedication of a certain amount of City-owned property as right of-way for Captain Haynes Road. The entrance to the development shall be designed in such a way as to ensure safe ingress / egress for the community. Any additional required improvements to Woodlea Road shall be at the discretion of Lake County Public Works, City of Tavares staff, and the City Engineer during the site plan review process.

The developer acknowledges that city utility services for potable water and waste water are currently not available for the site, and that development of the subject property is contingent upon the construction of and connection to city utility services. The City of Tavares has initiated extending capital utility lines to the Peninsula area through the approval of Resolution 2021-23 on September 8, 2021.

Development of the property will be in accordance with the provisions of Ordinance 2022-05 and the City's Land Development Regulations. Prior to the issuance of any Building Permits for this property, compliance with all applicable regulations will be required.

The future land use designation of the property is Suburban Density with an allowance of 3 dwelling units per acre, and this designation is not affected by the rezoning.

OPTIONS:

- 1. That the Planning & Zoning Board moves to recommend approval of Ordinance 2022-05 rezoning of approximately 220 acres of property located west of the intersection of Woodlea Rd. and Lane Park Rd. from Residential Single Family (RSF-A) to Planned Development (PD).*
- 2. That the Planning & Zoning Board moves to recommend denial of Ordinance 2022-05.*

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board moves to recommend approval of Ordinance 2022-05 rezoning of approximately 220 acres of property located west of the intersection of Woodlea Rd. and Lane Park Rd. from Residential Single Family (RSF-A) to Planned Development (PD)

Tara Tedrow – Lowndes Law, 215 N Eola Dr, Orlando, Representative for the Applicant

Ms. Tedrow provided presentation a PowerPoint presentation with some of the following highlights (*the following presentation is on file in the City Clerk's office and is available by request*):

- 30% open space on the property
- Not changing allowable density on the property
- Age-Restricted gated resort community.
- Forever homes customized with smaller backyards.
- Under approved future land use and zoning density.
- HOA provided maintenance, design, and esthetics standards.
- 30% open space plus an eleven-acre amenities center.
- 4-foot-wide sidewalks on both sides of the private street.
- 17 acres of undisturbed wetlands on the property.
- Lifestyle director on-site with Fitness Center.
- Not a starter home community.
- Meets Comprehensive Plan standards.

- Compatible with surrounding zoning.
- High-end homes – the entire community is HOA maintained, homes are fee simple ownership
- Voluntary community meetings were held to engage with residences – voluntary concessions:
 - Kolter agreed to provide fencing between the properties, as the residents had requested.
 - Agreed to provide open aluminum rail fencing on the property line of the Peninsula.
 - Large 170-foot buffer from property line to The Peninsula property.
 - Agreed to revise our plan to include two full lanes entering and exiting.
 - Agreed to have a private gate for The Peninsula homeowners and another gate for Cresswind.
 - Separate HOA.
 - Kolter agreed to not have rentals for less than 6 months.
 - Kolter will agree to commit to providing water and sewer to the Peninsula in Phase 2.

Traffic Analysis

- Study analyzed a 1-mile area of influence.
- Project would generate approximately 138 a.m. peak hour trips and 188 p.m. peak hour trips.
- Kolter will:
 - Donate right of way for Woodlea Road and Lane Park Improvements.
 - As suggested, 12-foot-wide lanes with 4-foot-wide shoulders along project frontage.

Transportation development Agreement

- Kolter will connect Captain Haynes Roadway segments.
- The Peninsula Area Roadway Corridor Study was performed in 2017.

Comprehensive Plan

- Cresswind is compatible with surrounding zoning.
- Use is consistent with the Comprehensive Plan.
- Future Land Use Designation allows exact density requested.

Chairman Santoro asked the public for comment.

Edd Holder, 11312 Dead River Road, Tavares – Stated it was a beautiful project and noted concerns about the Comprehensive Plan, overcrowded schools, traffic on SR 19, HWY 441, and increased development.

Rick Waddell, 1730 Peninsula Drive, Tavares– noted his concern about the compliance of Ordinance 1993-37, Comprehensive Plan 2040, and access road use.

Keith Kramer, 1710 Peninsula Drive, Tavares – noted the concern of compliance with Comprehensive Plan 2040 policy 1-6.1, 1-6.2 and the desire for a private road and entrance.

Ian Crawford, 1530 Peninsula Drive, Tavares - noted his concern about density and preserving the peninsula and natural surroundings.

Dennis Schlimgen, 1600 Peninsula Drive, Tavares – noted his concern about density and loss of investment.

Jim Hall, HDSi, Orlando - noted his concerns about the Peninsulas private access road and compliance with the Comprehensive Plan 1-6.1.

Terrell Bounds, 1550 Peninsula Dr, Tavares – noted his concerns about the City obtaining a Performance Bond due to the state of the current economy.

Sue Lennard, 1440 Peninsula Drive, Tavares – noted the concern of Land Use in the Comprehensive Plan 2040, preservation of the peninsula, and passing through Kolter Homes Community to reach the Peninsula homes.

Agelos Haralampopoulos, Lot 17, Peninsula Drive, Tavares - noted his concern about preserving the property, property values, and enhancing the surrounding area.

Beverly Bounds 1550 Peninsula Drive, Tavares – noted her concern about the preserving beauty of the estate community and the property.

Tom Heerschap, 1240 Peninsula Drive, Tavares - noted concern and preference of having their own entrance.

Vance Jochim, 12619 Milwaukie Ave, Lake County – Noted his concern about a dedicated road for the peninsula and traffic. He commended Ms. Tedrow for meeting with and addressing the concerns of the residents.

Patrick Willis, 2121 S Hiawassee Rd, Orlando – the attorney representing homeowners, noted his concern regarding the shared access road for the Peninsula, HOA, and proposed ordinance.

Edwin Drew, 955 Mansfield Road, Tavares - noted the concern about HOA Regulations, traffic, and wildlife.

Kathy Kramer, 1710 Peninsula Drive, Tavares - noted her concern about increased development, and traffic on Woodlea Rd, Captain Haynes Rd, and Lane Park Rd.

Rick Harrington, 11435 Peninsula Dr, Tavares – commended Ms. Tedrow for a job well done and noted the concern of Amendment 1 to the declaration to the ingress/egress and utilities was filed and consistency with Comprehensive Plan 2040 and Land Development Regulations (LDR) and quid pro quo about roads being completed for approval.

Chairman Santoro closed Public Comment.

May 19, 2022 - Planning and Zoning Board Meeting

Board Member Peterman asked about the possibility of having an additional entrance to the development and noted that they should each have their separate entrances.

Ms. Tedrow stated the underlying ingress/egress easement dates back to 1994. She noted in Section 4 of the easement states "the relocation of the easement can happen at any time at the sole discretion of the declarant at its sole cost and expense". She stated Kolter Homes can make it a condition of approval that the Peninsula HOA will not be obligated to pay for any of Kolters' improvements on their site. She noted the engineer is available for questions.

Board Member Matthews asked about the possibility of a redesign of the community to accommodate an additional road.

Brett Tomais, 902 N. Sinclair Ave, Tavares, HALFF Associates, Civil Engineer, addressed the roadway that is proposed along the southern border of the proposed development. The roadway must make accommodations for emergency vehicles as well as stormwater retainers for the roadway, buffers, grading requirements, and drainage. He noted he does not believe 30 feet is enough space.

Chairman Santoro asked how wide the easement is. Mr. Tomias stated the existing easement is 30 feet.

Scott Morton, Senior Vice President, Planning and Entitlement, Kolter Homes, stated when planning 100 feet right of way is allocated to accommodate two lanes in each direction, center median, call box, security, and means of entry at the entrance.

Chairman Santoro asked if the existing easement has to be relocated. Ms. Tedrow confirmed the access road must be relocated and replaced.

Mr. Morton said the originally recorded easement is serpentine throughout the project. The recoded replacement easement places the easement over the existing road.

Board Member Treadwell noted the concern of maintenance of homes, development, and a need for a separate road for the Peninsula.

Ms. Tedrow asked if the main concern is a need for a separate access road to the Peninsula and requested a recess. Chairman Santoro confirmed.

There was a recess from 5:09 p.m. to 5:36 p.m.

Ms. Tedrow asked for a recommendation of approval conditioned upon the applicants submitting plans, prior to City Council, that provides an access route to Peninsula Drive residents that does not go through our community for access and provide flexibility to the developer with buffer setbacks on the current plan.

Chairman Santoro asked Attorney Holt if the recommendation has her approval. Attorney Holt confirmed and stated Kolter is asking for a recommendation to City Council with that stipulation

and said the Planning and Zoning Board can approve it as originally presented or make a motion to approve it as amended.

Mr. Fitzgerald clarified Ms. Tedrow brought up setbacks and the consideration that is being presented and some flexibility on the buffer of 170 feet between the Peninsula and Cresswind Community.

Chairman Santoro asked Ms. Tedrow regarding the quid pro quo. Ms. Treadwell clarified there is not a quid pro quo and City staff created a solution to a problem that has been identified by the Lake Sumter MPO as a top priority. Ms. Tedrow confirmed Kolter Homes is pleased to work with Lake County, Lake County School Board, and the City to be part of the regional solution in fixing the North-South connector road.

Chairman Santoro asked Kolter Homes if recreational vehicles such as boats and motorhomes are permitted. Mr. Morton stated recreational vehicles are not allowed in Cresswind Communities and would need to find a self-storage off-site.

Board Member Treadwell asked who will provide maintenance to the access road leading to the Peninsula and the road within the community. Ms. Tedrow stated interior roads will be maintained by Kolter Homes as stated in the Developers Agreement. Pertaining the private access road to the Peninsula would be maintained by The Peninsula HOA.

MOTION

Deborah Murphy moved to recommend approval [Option 1] of Ordinance 2022-05 as amended per the discussion above, seconded by Bruce Peterman. The motion carried unanimously 5-0.

3) Recommendation on Ordinance 2022-04 – City Impact Fee Waiver for Property Located Within the Community Redevelopment Area (CRA)

Mr. Fitzgerald gave the following presentation:

SUMMARY:

The City of Tavares established a Community Redevelopment Area (CRA) in 1995 with subsequent boundary expansions in 2006 and 2013. The City of Tavares recognizes the significance of the CRA as an area for tourism, professional offices, retail, dining, mixed housing choices, seaplane base operations, institutional, and cultural activity. The CRA is identified as a focus area for economic development through the adopted Community Redevelopment Plan, the Downtown Master Plan, and the Economic Development Strategy. The City's Comprehensive Plan promotes the implementation of incentives to encourage redevelopment and to attract business and industry. Promoting infill development within the CRA as a smart growth initiative serves to direct development towards the existing downtown core, utilizes existing infrastructure, and makes use of economically viable property. Quality infill projects can lead to neighborhood revitalization and a potential increase in property value, which are primary goals of the

CRA. Within the boundary of the CRA there are approximately thirty (30) acres of vacant property with a mixture of land use and zoning classifications.

The City of Tavares is experiencing an influx of growth, as many communities in Florida are experiencing. However, there is limited development interest within the CRA boundary. Investment in an infill project can present some challenges for developers, including assembly of fragmented property, potential environmental cleanup, limited financing options, demolition cost, higher construction costs for commercial and multi-story buildings, and impact fees. In accordance with the Comprehensive Plan, the City of Tavares has the opportunity to consider an incentive program designed to encourage redevelopment within the CRA boundary. Ordinance 2022-04 proposes an incentive program that waives city impact fees for water, sewer, police, fire, and parks for building permits issued to properties located in the CRA for a period not to exceed June 7, 2025.

OPTIONS:

- 1. That the Planning & Zoning Board moves to recommend approval of Ordinance 2022-04, a temporary City impact fee waiver for property located within the Community Redevelopment Area (CRA).*
- 2. That the Planning & Zoning Board moves to recommend denial of Ordinance 2022-04.*

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board moves to recommend approval of Ordinance 2022-04, a temporary City impact fee waiver for property located within the Community Redevelopment Area (CRA).

FISCAL IMPACT:

City impact fees are not collected for CRA development.

MOTION

Brooke Matthews moved to recommend approval [Option 1] of Ordinance 2022-04, seconded by Dara Treadwell. The motion carried unanimously 5-0.

OTHER BUSINESS

Mr. Fitzgerald said the Smart Growth Workshop will be held on Monday, June 13, 2022, from 6 PM-8 PM in the City Council Chambers.

Chairman Santoro inquired about moving the Planning and Zoning Board Meeting to be before the City Council Meeting. Mr. Fitzgerald confirmed the Planning and Zoning Board would like to move the Board Meeting to the 2nd Thursday of the month. Chairman Santoro confirmed.

Attorney Holt stated Council can watch the Planning and Zoning Board Meeting and suggested to place moving the meeting on the agenda.

PUBLIC COMMENT

Vance Jochim, 121619 Milwaukee Ave, Lake County, noted the concern of signs for hearings and increased development.

ADJOURNMENT

MOTION

Dara Treadwell moved to adjourn the meeting at 6:06 p.m., seconded by Brooke Matthews. The motion carried unanimously 5-0.

Respectfully submitted,

Jillian Roberts,
Deputy City Clerk

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 9

SUBJECT TITLE: Budget Workshop – Present Enterprise and Special Revenue Fund Budgets, and Discuss the General Fund Budget (City Administrator)

OBJECTIVE:

To deliver, present and discuss the Utility Funds & Special Revenue Fund Budgets for Fiscal Year 2023 (October 1, 2022 through September 30, 2023) and discuss the General Fund budget.

SUMMARY:

Previously, at the July 6th City Council meeting, Council was presented the General Fund budget, and staff will now deliver the Utility Fund and Special Revenue Fund Proposed Budgets for FY 2023, after which an opportunity will be provided to discuss the previously delivered General Fund budget as well as the Utilities and Special Fund budgets.

The Utility Funds include: Water, Wastewater, Stormwater, Solid Waste, and the Seaplane Base/Marina. Special Funds include Community Redevelopment (TIF), Infrastructure Sales Tax, Grants, Debt Service, and the Pavilion Fund.

The maximum tentative millage rate will be discussed and set by the City Council later during this meeting. The Five-Year Capital Plan will be delivered, presented and discussed at the August 3, 2022 budget workshop. An additional Council budget workshop is scheduled for August 17th to discuss all budgets, followed by two Public Hearings on the budget on September 7, 2022 and September 21, 2022.

The Proposed Budget has been updated based on updates from the Lake County Property Appraiser, and State of Florida Office of Economic and Demographic Research (EDR) Department. Updates for miscellaneous payroll adjustments (staff vacancies, changes in health insurance coverage, changes in dental insurance coverage, etc.) have also been included. A list of the adjustments to the Proposed Budget is included in Exhibit A.

OPTIONS:

1. Request the Finance Director to present the Enterprise and Special Revenue Funds.
2. Do not request the Finance Director to present the Enterprise and Special Revenue Funds.

STAFF RECOMMENDATION:

It is recommended that the Finance Director present the Enterprise and Special Revenue Funds.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally Sufficient

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Exhibit A - FY 2023 Proposed Budget Adjustments

Attachments not provided are available to the public upon request to the City Clerk.

FY 2023 PROPOSED BUDGET ADJUSTMENTS

(EXHIBIT A)

GENERAL FUND

REVENUES	21,667,280
Increase Ad Valorem revenue due to Property Appraiser's updates	153,909
Increase appropriated reserves (from \$163,431 to \$251,887)*	(94,675)
Increase State estimated revenues for new estimates from State	6,219
REVENUES AFTER ADJUSTMENTS	21,732,733
EXPENDITURES	21,667,280
Miscellaneous payroll adjustments	67,562
Decrease contribution to Seaplane Base and Marina Fund	(26,025)
Increase reimbursement to Stormwater Fund for Right-of-Way Services for miscellaneous payroll adjustments in Right-of-Way department	23,916
EXPENDITURES AFTER ADJUSTMENTS	21,732,733
GENERAL FUND REVENUE = EXPENDITURES?	YES
<i>* A negative value in appropriated reserves represents an increase in the amount of money going towards reserves, and a decrease in the total amount of revenue available.</i>	

GENERAL FUND RESERVE DETAILS

Total Going Into Reserves in FY 2022	251,887
Total Estimated General Fund Reserve Balance as of 9/30/2023	3,924,060
Reserve Balance as a Percentage of General Fund Operations	18.06%
Reserve Balance Required to Meet GFOA Recommendations (2 months of operating expenditures)	3,622,122

TIF FUND

REVENUES	533,191
Increase Ad Valorem revenue due to Property Appraiser's new preliminary values	10,717
REVENUES AFTER ADJUSTMENTS	543,908
EXPENDITURES	533,191
Increase contribution to Seaplane Base and Marina Fund	10,717
EXPENDITURES AFTER ADJUSTMENTS	543,908
TIF FUND REVENUE = EXPENDITURES?	YES

FY 2023 PROPOSED BUDGET ADJUSTMENTS

DEBT SERVICE FUND

REVENUES	1,186,700
Decrease Dedicated Debt Service revenue for lower millage rate (.2234 vs .2074)	(27)
Appropriate from reserves	27
REVENUES AFTER ADJUSTMENTS	1,186,700
EXPENDITURES	1,186,700
None	
EXPENDITURES AFTER ADJUSTMENTS	1,186,700
CAPITAL PROJECT FUND REVENUE = EXPENDITURES?	YES

WATER AND WASTEWATER UTILITY FUND

REVENUES	11,585,259
Decreased retained earnings (from \$56,447 to \$46,859)	9,588
REVENUES AFTER ADJUSTMENTS	11,594,847
EXPENDITURES	11,585,259
Miscellaneous payroll adjustments	9,588
EXPENDITURES AFTER ADJUSTMENTS	11,594,847
WATER AND WASTEWATER UTILITY FUND REVENUE = EXPENDITURES?	YES

STORMWATER FUND

REVENUES	2,103,184
Increase reimbursement from General Fund for Right-of-Way Services for miscellaneous payroll adjustments in Right-of-Way department	23,916
REVENUES AFTER ADJUSTMENTS	2,127,100
EXPENDITURES	2,103,184
Miscellaneous payroll adjustments	23,916
EXPENDITURES AFTER ADJUSTMENTS	2,127,100
STORMWATER FUND REVENUE = EXPENDITURES?	YES

FY 2023 PROPOSED BUDGET ADJUSTMENTS

SEAPLANE BASE AND MARINA FUND

REVENUES	975,142
Decrease contributions from General Fund	(26,025)
Increase contributions from TIF Fund	10,717
REVENUES AFTER ADJUSTMENTS	959,834
EXPENDITURES	975,142
Miscellaneous payroll adjustments	(15,308)
EXPENDITURES AFTER ADJUSTMENTS	959,834
SEAPLANE BASE AND MARINA FUND REVENUE = EXPENDITURES?	YES

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 10

SUBJECT TITLE: Budget Workshop – Setting of Maximum Tentative Millage Rate (City Administrator)

OBJECTIVE:

To discuss the Fiscal Year 2023 General Fund Budget and set the maximum tentative millage rates for the General, and Voter Debt Service Funds.

SUMMARY:

The General Fund budget was presented at the July 6th City Council meeting. The Utility and Special Revenue Fund budgets were presented earlier at this meeting. The maximum tentative millage rate will be set at this meeting.

The Five-Year Capital Plan will be delivered, presented and discussed at the August 3, 2022 budget workshop. An additional Council budget workshop is scheduled for August 17th to discuss all budgets, followed by two Public Hearings on the budget on September 7, 2022 and September 21, 2022.

Once the City Council sets the Maximum Tentative Millage Rate, it may be decreased as the budget process continues; however, **it may not be increased**.

- The proposed General Fund millage rate of 6.6950 mills represents a decrease from prior year of 0.0629 mills (6.7579 - 6.6950), a 0.93% decrease over prior year, and 9.58% above the rollback rate of 6.1098 mills.
- The proposed Voted Debt Service millage rate of .2074 mills represents a decrease from prior year of .0317 mills (.2391 - .2074), a 13.26% decrease over prior year.
- Total decrease is .0946 mills which is a 1.35% total decrease over the prior year adopted millage rates.

OPTIONS:

1. Set the Maximum Tentative Millage Rate at 6.6950 mills, and the Maximum Tentative Voted Debt Millage Rate at 0.2074 mills.
2. Council discussion about setting the Maximum Tentative Millage Rates at different rates.

STAFF RECOMMENDATION:

Option 1: Move to set the Maximum Tentative Millage Rate at 6.6950 mills, and the Maximum

Tentative Voted Debt Millage Rate at 0.2074 mills.

FISCAL IMPACT:

The proposed millage rates for the General Fund (6.6950) and the Voted Debt Service Fund (.2074) represent a decrease over prior year adopted rates of 1.35%.

LEGAL SUFFICIENCY:

Legally Sufficient

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Attachments not provided are available to the public upon request to the City Clerk.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 11

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

The City Administrator will inform the Council on city-related items.

SUMMARY:

The City Administrator will provide a summary at the meeting.

UPCOMING MEETINGS:

City Council Meetings and Budget Workshops	August 3, 2022, 4:00 p.m., Tavares City Council Chambers (<i>Proposed CIP Budget Presentation</i>) August 17, 2022, 4:00 p.m., Tavares City Council Chambers
Planning and Zoning Board Meeting	July 21, 2022, 3:00 p.m., Tavares City Council Chambers
Library Board Meeting	August 17, 2022, 2:30 p.m., Tavares Library Conference Room

OUTSIDE AGENCY MEETINGS:

Lake County League of Cities	August 12, 2022, 12:00 noon, Mount Dora Golf Course
Lake Sumpter MPO Executive Board Meeting	August 24, 2022, 2:00 p.m., 1300 Citizens Boulevard, Leesburg
Tavares Chamber of Commerce Business Luncheon	August 24, 2022, 11:30 a.m., Tavares Civic Center

CITY EVENTS:

The current 2022 City Event Calendar is attached.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Tavares_2022EventCalendar_7.12.2022

Attachments not provided are available to the public upon request to the City Clerk.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
7/20/2022**

AGENDA TAB NO.: 12

SUBJECT TITLE: City Council Member Reports

OBJECTIVE:

To inform the Council on city-related items.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Attachments not provided are available to the public upon request to the City Clerk.