AGENDA
TAVARES CITY COUNCIL

OCTOBER 15, 2014
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Rick Fountain, First Baptist Church

III. APPROVAL OF AGENDA

(The City Council Agenda is subject to change at the time of the Tavares City Council Meeting)

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting & Public Hearing – September 17, 2014

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Pancreatic Cancer Month November 2014 **Mayor Wolfe**

Tab 3) Proclamations for Project Manager, Engineer, Architects, Builder and Construction Supervisor, Finance Director and City Attorney for Pavilion on the Lake Project **Mayor Wolfe**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS

SECOND READING

Tab 4) Ordinance #2014-16 – Rezoning Northwest Corner At Ann Rou Road & Huffstetler Rd. - Planned Development to Family Residential Multi For 22.34 Acres **Jacques Skutt**

Tab 5) Ordinance #2014-17 – Amendment to Golf Cart Ordinance To Require Drivers License	**Jacques Skutt**
Tab 6) Ordinance #2014-18 – Amendment to Alcoholic Beverages Regulations to Allow Standalone Bars	**Jacques Skutt**
Tab 7) Ordinance #2014-19 – Amendment to Mobile Food Vendor Ordinance – Land Development Regulations Chapter 101.5 – Article 8 - Regulations	**Jacques Skutt**

RESOLUTIONS

Tab 8) Resolution #2014-28 – Amendment to MassMutual Retirement Plan	**Lori Houghton**

X. GENERAL GOVERNMENT

Tab 9) Hydro Drag Championship Agreement – Nov.1-2/14	**Bill Neron**
Tab 10) Update on Offsite Sign Regulations	**Jacques Skutt**
Tab 11) Update on Financing Options for Public Safety Building	**Lori Houghton**
Tab 12) Acceptance of Land Water Conservation Grant from Department of Environmental Protection for Woodlea Sports Complex	**Tammy Rogers**
Tab 13) Appointment to Police Pension Board	**Mayor Wolfe**

XI. OLD BUSINESS

Tab 14) Approval of Landscaping Plans for Wooton Park Project Phase 2	**Bill Neron**

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 15) City Administrator	**John Drury**
Tab 16) Council Reports	**City Councilmembers**

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

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352) 253-4546.

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TAVARES

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CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
SEPTEMBER 17, 2014
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT **ABSENT**

Robert Wolfe, Mayor
Lori Pfister, Vice Mayor
Norman Hope, Councilmember
Kirby Smith, Councilmember
Robert Speaks, Councilmember

STAFF PRESENT

John Drury, City Administrator
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Bill Neron, Economic Development Director
Brad Hayes, Utility Director
Lori Houghton, Finance Director
Chris Thompson, Public Works Director
Joyce Ross, Communications Director
Lori Tucker, Human Resources Director
Tammey Rogers, Community Services Director
Richard Keith, Fire Department
Mike Fitzgerald, Development Coordinator, Community Services

I. CALL TO ORDER

Mayor Wolfe called the meeting to order at 4:06 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Hope gave the invocation and those present recited the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mr. Drury noted that Councilmember Smith has a prearranged conference call unrelated to city business and would be leaving the meeting around 4:30 p.m. to attend to that call and then will rejoin the Council Meeting for the 5:05 Budget Workshop. The Clerk will note when he leaves the meeting and returns and any votes that occur.

Councilmember Smith asked to move Tab 8 [Lake County Clerk's Building] to the first item of consideration so that he could have input. Mayor Wolfe asked to move Tab 8 after the Consent Agenda.

Mayor Wolfe noted the agenda will not be followed in order at this meeting due to the Public Hearing on the budget and millage which must be taken up at 5:05 p.m.

MOTION

Kirby Smith moved to approve the agenda with the said changes, seconded by Robert Speaks. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

Tab 1) Approval of City Council Meeting Minutes – September 3, 2014

MOTION

Kirby Smith moved for approval of the minutes of September 3, 2014 as submitted, seconded by Robert Speaks.

The motion carried unanimously 5-0.

V. PROCLAMATIONS/PRESENTATIONS

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

Attorney Williams advised that there was one quasi-judicial matter, Ordinance #2014-13, Tab 5. He asked those who wished to speak to stand and be sworn in. He asked Council if they wished to declare any ex parte communications. There were none.

VII. READING OF ALL ORDINANCES/RESOLUTIONS

Ms. Barnett read the following ordinances/resolutions by title only:

ORDINANCE 2014-13

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 11.4 ACRES LOCATED ON THE NORTH SIDE OF US 441 ADJACENT AND WEST OF 7TH SUNFISH STREET AND INCLUDING 7TH SUNFISH STREET WHICH IS A PRIVATE EASEMENT; REZONING SAID PROPERTY FROM LAKE COUNTY COMMUNITY COMMERCIAL (C-2) TO CITY OF TAVARES HIGHWAY COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION #2014-27

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AUTHORIZING THE

CITY ADMINISTRATOR TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION THE JOINT PARTICIPATION AGREEMENT FOR PROJECT 435674-1-58-01 RELATED TO THE CONSTRUCTION OF A SIDEWALK ON STATE ROAD 19.

Mayor Wolfe noted that Tabs 3 and Tab 4 will be considered at 5:05 p.m. to comply with state statutes.

VIII. CONSENT AGENDA

Mayor Wolfe asked for comment from the audience.

MOTION

Robert Speaks moved for approval of the Consent Agenda [State Revolving Fund Reclaim Water Loan – Phases 2 & 3], seconded by Norman Hope. The motion carried unanimously 5-0.

XI. GENERAL GOVERNMENT

Tab 8) Consideration of the City Exercising its Option to Purchase the Clerk's Record Center Building Property for Redevelopment as the Tavares Square

Mr. Drury reviewed the Interlocal Government Agreement from 2010 that gave the City the option to purchase the Clerk's Record Building and property bound by Main Street and Ruby Street. Per the agreement the City can exercise its option between October 1 and May the 1, 2015. If it does not exercise its option the building remains a county building in perpetuity or until such time as the County elects to sell it.

In 2008 the City adopted a comprehensive Downtown Master plan based on the citizens' visioning process. The functions of the clerk's building were to be consolidated into the expanded Courthouse. The County agreed at the time to this concept in the interlocal agreement. The County has since indicated that relocating the Clerk's function is problematic because the County did reduce the size of the Judicial Complex. The City met with the County recently to explore the option of delaying the purchase for eight years to accommodate the County's space problems

Mr. Drury noted that the acquisition of the Clerk's Record Center is the first step to be taken in the development of Tavares Square and related commercial and residential development. He discussed a scenario for the financing. He said that staff recommends exercising its option as of October 1, 2014 to have an MAI appraisal done on the property and direct staff to bring back for council consideration the appraisal and a detailed financing plan.

Mayor Wolfe invited public comment.

Denise Laratta

Ms. Laratta asked for information on the discussion with the County. Mr. Drury said the County requested an eight year time frame and he noted he had told the County he would present that as

an option to Council. Ms. Laratta said she is in support of the City having the property but she was concerned about the details in the financing.

Mayor Wolfe noted this was a key component in the downtown plan approved by the citizens. He said in the negotiations meeting the City was not in agreement with waiting for 8 more years.

(At 4:25 p.m. Councilmember Smith left the meeting.)

Attorney Williams said the request at this time is to take the first step to acquire the appraisal. The City and the County will need to either agree on a single appraisal or will get their own appraisal. If the option to purchase is acted upon it will need to be closed by May 1, 2015.

MOTION

Lori Pfister moved to approve Option 1, Exercise option as of October 1, 2014 to acquire the Clerk's Record Center property, have an MAI appraisal done on the property and direct staff to bring back for Council consideration, the appraisal and a detailed financing plan to cover the cost of purchasing the property. The motion was seconded by Norman Hope.

Councilmember Hope and Councilmember Speaks spoke in support but noted they would be willing to negotiate a longer lease period perhaps three to four years.

The motion carried unanimously 4-0 as follows:

Robert Wolfe	**Yes**
Lori Pfister	**Yes**
Robert Speaks	**Yes**
Norman Hope	**Yes**
Kirby Smith	**Absent**

X. ORDINANCES/RESOLUTIONS

Tab 5) Ordinance #2014-13 – Annexation & Rezoning of 11529 US 441 – AGR Investment – Dead River Marina

Mr. Skutt presented this annexation as follows:

The subject property is located at the north side of U.S. 441 west and adjacent to the Dollar General Store. 7th Sunfish Street, a private easement owned by Concept Development (Dollar General) provides access to the store, marina, Palm Gardens and the Water Authority property to the north. The property is 11.4 acres in size. Approximately 5 acres of this property is classified as wetlands. The property is currently being used for boat, trailer and RV sales and storage and as a marina. These uses will continue as legal non-conforming uses. The owner's long range plan is to redevelop this property in conformity with the city's Highway Commercial zoning regulations. City water and sewer utilities are available to this property on the other side of the street. Connection to these utilities is required within 180 days after a notice is given by the City's Utility Director as per Sec. 17.21 of the City's Land Development Regulations or as a condition of property redevelopment. The City is concurrently processing a future land use map

amendment to re-designate the property from Lake County Urban Medium Density to City of Tavares Commercial on the Future Land Use Map 2020.

The Planning & Zoning Board recommended unanimously for approval and staff recommends approval.

MOTION

Robert Speaks moved for approval of Ordinance #2014-13, seconded by Norman Hope. The motion carried unanimously 4-0.

Tab 6) Resolution #2014-27 – Joint Participation Agreement with FDOT for Construction of Sidewalk on SR 19

Mr. Thompson stated Council approved the execution of the JPA for the design of the sidewalk from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff in March. FDOT has requested that the City sign another JPA to secure funding for the construction in the amount of $118,174 (non-matching funds). The request is to approve the resolution and authorize the City Administrator to execute the JPA for construction. The estimate for construction costs is $103,074 and FDOT has agreed to pay an additional $15,100 for construction oversight. This will provide a sidewalk for students walking to the Middle School on SR 19.

MOTION

Robert Speaks moved for approval of Resolution #2014-27, seconded by Norman Hope. The motion carried unanimously 4-0.

XI. GENERAL GOVERNMENT (CONTINUED)

Tab 7) Approval of Agreement to Lease Vacant Property for Parking for the Pavilion on the Lake

Mr. Neron stated the proposed agreement is to alleviate the challenge to downtown parking for the next few years. The City was approached by the owners of the corner lot at St. Clair Abrams between Main and Ruby Street about possibly renting their property for parking. The lease was negotiated for a two year term at a cost of $500.00 per month with a mutually agreed option to renew for two additional years in one year increments. If the property owner does not renew in the third year he would be responsible for reimbursing the City for the cost of any improvements up to $5,000. If the City goes into the third year those improvements would then become the property of the property owner at the end of the lease agreement. There is also potential for the city to sub-lease the lot for some of the other events.

Discussion followed on the number of cars the lot can hold, transportation between the lot to the pavilion, attendant services at the lot, liability issues for a private service to provide a shuttle service, whether it would be an additional expense for a wedding party and the costs to other events.

Mr. Drury noted staff will put together a fee schedule to look at a fee for commercial operations, community groups and general public and bring that back to Council to consider. He said he looks as this as an insurance policy to ensure that the pavilion has parking during large special events. After a two year period if it is not being used or is no longer needed then this can be changed. The longer term solution is in the master plan but it will be a few years before the parking lot can be built.

Denise Laratta

Ms. Laratta asked about the source of revenue for the monthly lease if the costs cannot be covered by rentals.

Mr. Drury said the money for the construction improvements is budgeted; the money for the monthly fee will come from the pavilion's annual budget. He said at the end of the year the revenues and expenses will be evaluated. Ms. Laratta asked if the cost of the lease was included in the upcoming budget to be discussed at this meeting. Mr. Drury said it is not in the budget now.

Rick Gonzales

Mr. Gonzales said Sunnyland has never paid a fee to use the parking lot and the Rotary Dragonboat Festival does not have the funds.

Councilmember Pfister suggested using the parking garage and hiring two part-time employees and having them shuttle guests from the parking garage to the pavilion. Mr. Drury said he did not think the Couinty would open the garage for those events due ot the expenses of operating the garage.

MOTION

Norman Hope moved to approve the parking lease for the Pavilion on the Lake, seconded by Robert Speaks.

Norman Hope amended his motion to approve the parking lease for one year and revisit it at the end of the first year, The amended motion was approved by Robert Speaks.

Vice Mayor Pfister said that affects the agreement to fence the property. Mr. Drury said if the agreement is only for one year he would not recommend fencing it.

Mr. Drury reviewed the terms of the current contract. Attorney Williams said this is a two year agreement and it is fine to change the terms, however staff will need to go back to the landlord to see if that is acceptable as a counter offer.

Mr. Drury asked for clarification on the counteroffer. Councilmember Hope said he had not considered the fencing and reimbursement issue. He said he would like to take back the amended motion if Councilmember Speaks was in agreement. Councilmember Speaks agreed to rescind his second on the motion.

Norman Hope moved for the approval of the lease of the parking lot as stated in the current agreement, seconded by Robert Speaks.

Councilmember Pfister asked about handicapped parking. Ms. Rogers said there are two spaces on Disston Avenue.

The motion carried unanimously 4-0.

Tab 9) Collective Bargaining Agreement between the City of Tavares and the Police Benevolent Association 2014

Chief Lubins stated the 2014 PBA contract was developed with Councilmember Hope, Mr. Drury and himself along with Officer Jason Baugh and Steve Micciche from Central Florida PBA. The key points are:

- Health Insurance same as all general employees.
- Wage increase same as all general employees (3%).
- Unit members designated as Field Training Officers receive 2 extra hours (change from one extra hour) of pay for each shift of training.
- Unit members assigned to work in CID as investigators compensated at $38.46 per pay period (previously $25.00)
- Any officer on extended leave (five shifts or more) who is assigned a take home vehicle shall park the vehicle at the Police Department (changed from three days)
- Corporal Positions: All current 11 Corporal positions eliminated. A new competitive examination and testing promotional procedure created for four (4) road patrol Corporal positions. Those who successfully compete and make the rank of Corporal receive a onetime 5% pay increase.

Chief Lubins said the fiscal impact has been budgeted in the FY 2015 budget.

Mayor Wolfe thanked Councilmember Hope for participating in negotiations.

MOTION

Norman Hope moved to approve the Collective Bargaining Agreement, seconded by Robert Speaks. The motion carried unanimously 4-0.

(Councilmember Smith returned to the meeting at 5:05 p.m.)

IX. 5:05 P.M. FINAL MILLAGE AND BUDGET HEARING

The City Clerk read the millage and budget resolutions in their entirety as follows:

RESOLUTION 2014 - 23

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF

6.7283 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2014-2015; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS GREATER THAN THE "ROLLED-BACK" RATE.

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

WHEREAS, the City of Tavares of Lake County, Florida on September 3, 2014, adopted the 2014-2015 Fiscal Year Tentative Millage Rate following a public hearing as required by Florida Statute 200.065.

WHEREAS, the City of Tavares of Lake County, Florida, following due public notice as required by law, held a second public hearing on September 17, 2014, as required by Florida Statute 200.065 on the 2014-2015 Millage Rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as $635,750,902.

NOW THEREFORE, BE IT RESOLVED by the City of Tavares of Lake County, Florida, that:

1. The City of Tavares Fiscal Year 2014-2015 operating millage rate to be levied is hereby set at 6.7283 mills, which millage rate is greater than the rolled back rate of 6.3742 by 5.56%.

2. The voted debt service millage rate is set at .4286 mills for Fiscal Year 2014-2015.

3. This Resolution will take effect immediately upon its adoption.

RESOLUTION 2014 - 24

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL YEAR 2014 - 2015.

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

WHEREAS, a public hearing on the proposed 2014-2015 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on September 3rd, 2014 at 5:05 p.m., as required by Florida Statutes 200.065; and

WHEREAS, the general public was given an opportunity to express its views pertaining to the proposed budget, and

WHEREAS, the City Council approved the tentative budget for 2014-2015, and

WHEREAS, a second public hearing on the proposed 2014-2015 budget was held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on September 17, 2014, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2014-2015 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of $35,204,918, at public hearing this 17th day of September, 2014.

Tab 3) Resolution #2013-2014 – Final Millage for FY 2015

Ms. Houghton stated that the figure of $35,204,918 is the total budget for all funds. She stated that the advertisement for the budget hearing was in the Daily Commercial on Sunday's paper.

The final budget for the General Fund provides for a millage rate of 6.7283 and is balanced at $13,816,579. Ad Valorem millage rate of 6.7283 mills is 5.56% above the rollback rate and 2.752 mills over the current millage rate of 6.4531. It is .2248 mills less than the tentative millage rate that was approved by Council in July and provided in the TRIM notice to all residents.

Assessed taxable property value provided by the Property Appraiser for the 2015 fiscal year is $635,750,902 which is an increase of 5.50% from the prior year. Other items in the budget are as follows:

- Ad valorem millage rate of 6.7283 mills which is 5.56% above the rollback rate of 6.3742 mills, and .2752 mills over the current millage rate of 6.4531 mills. (6.7283 mills is .2248 mills less than the Tentative Maximum Millage rate of 6.9531 mills which was provided in the TRIM Notice)
- An assessed taxable property value of $635,750,902 which is an increase of 5.50% from the prior year.
- A Fire Assessment at 100% of assessed costs. Rates remain unchanged from the prior year.
- A balanced final Budget of $13,816,579.
- 3% Pay Increase for employees
- PBA & IAFF Union Negotiation Changes.
- FRS employer contributions are budgeted at blended rates as rate increases are effective July 1, 2014 (*7.513% Regular Class & 21.631% Senior Management Class*).
- Staffing level decreases – Police Captain Position
- New Positions:
  1) Information Technology Analyst – Finance Department
  2) Roads Manager – General Services Department
  3) Solid Waste Driver I – Solid Waste Division

  (The Warehouse/Customer Svc Assistant – Finance Department has been **excluded** from the budget.)
- The Fire Pension contribution rate is budgeted at 19.7%
- The Police Pension contribution rate is budgeted at to 21.26%.

- Health insurance is budgeted at an overall blended increase of 11.9% over prior year premium rates and reflects a negotiated package for single and family coverage, life insurance, and short and long term disability.
- An overall workers' compensation rate increase of 4.2%.
- A general liability rate increase of 5.4%.
- The Final Budget includes the acquisition 6 new in police car video cameras.
- Computer replacements in all departments phased in over a year.
- The Final Budget includes: parking lot improvements at the Public Works Facility (Infrastructure Sales Tax), Alfred Street/Caroline Street Lighting, and a Bobcat Track Loader to maintain storm water ponds and parks.
- The Final Budget includes $50,000 for various Wayfinding Sign initiatives.
- Various equipment and improvements in the Utility Funds.
- The Final Budget funds only operational costs critical to the service delivery mission.
- The Final Millage maintains a similar level of service.
- The Final Budget/Final Millage proposes to maintain an estimated General Fund reserve balance of $1,496,138 or 10.8% of the Final Budget to be broken out as follows:
  Reserves for unforeseen Emergencies: $1,347,424 (90%)
  Reserves for unforeseen Contingencies: $ 148,714 (10%)

Ms. Houghton reviewed the dates of the Council Meetings and workshops when the millage rate and budget were discussed.

Mayor Wolfe asked if anyone in the audience wished to speak on the millage or the budget. There were no comments.

MOTION

Norman Hope moved to approve the millage rate [6.7283] and the budget for 2015, seconded by Kirby Smith. The motion carried unanimously 5-0.

Tab 4) Resolution #2014-24 – Final Budget Fiscal Year 2015

Mr. Drury stated that the resolution for the Public Hearing adopting the final millage rate has been completed and voted upon and now the resolution to adopt the final budget for Fiscal Year 2015 would be in order.

Mayor Wolfe asked for comment from the public on the budget. There were no comments.

MOTION

Norman Hope moved to approve the 2015 budget as stated, seconded by Kirby Smith. The motion carried unanimously 5-0.

Ms. Houghton advised Council that she will bring back the amendment for the parking lot rental in the amended budget later in November.

XIL. OLD BUSINESS

Councilmember Hope stated that he has been appointed to a task force by the Urban Administration Committee of the Florida League of Cities that is reviewing the medical marijuana issue and the ordinances that cities are passing. Some cities are passing ordinances that state there will be no growing or dispensaries in their city and some are specifying different limitations. He said as the committee meets it will be making recommendations about growing, dispensing, and where medical marijuana can be smoked. The purpose is to keep the state from pre-empting the cities and counties from setting their own regulations. He said he will make reports to Council on the results of those discussions.

Attorney Williams noted the Florida Municipal Attorney Association is also debating this topic.

XIIL. NEW BUSINESS

Councilmember Hope stated he has been approached about directional signs for different entities outside of the main core of downtown Tavares. He asked Council for permission to request staff to look into the issue of directional signs. Mr. Drury responded that staff will do the research and provide a report.

XIII. AUDIENCE TO BE HEARD

Mayor Wolfe asked for audience comment.

Denise Laratta

Ms. Laratta asked about ticket sales for the Black Tie Event at the Pavilion. Mr. Drury said 50% of the tickets have been sold and four of the six sponsor tables have been sold and it is half way into the time frame of selling tickets.

XV. REPORTS

Tab 14) City Administrator

Mr. Drury reminded Council of the Rifles, Rails & History event coming up and the ribbon cutting of the pavilion on October 11th in the morning.

Economic Development Director

Mr. Neron stated the international Jet Ski event has been negotiated for November 1-2, 2014 and will be supported by Lake County Tourism.

General Services Director

Mr. Thompson thanked Council for their hard work in developing the budget.

Community Services Director

Ms. Rogers thanked Council for supporting the staff during the budget process.

Finance Director

Ms. Houghton thanked the Mayor and Council for their support. She noted that she had attended the Florida League of Cities Finance and Taxation Committee meeting last Friday. Topics that will be discussed by this committee will be: municipal property tax exemptions (to ensure that municipal properties retain their exempt status in certain stances); municipal pension reform; local government infrastructure surtax (expanded definitions); communication service tax and local business tax; and internet sales tax.

Tab 15) City Council

Vice Mayor Pfister

Vice Mayor Pfister thanked all the department heads for being thrifty and running efficient departments. She reminded those present to patronize the local restaurants and other businesses.

Councilmember Hope

No report.

Councilmember Smith

Councilmember Smith thanked Ms. Rogers for the tour of the pavilion during a recent downpour. He said it is a beautiful facility. He thanked Ms. Rogers and all the staff for their hard work. Councilmember Smith said on this day in 1787 the members of the Constitutional Convention signed the final draft of the constitution.

Councilmember Speaks

No report.

Mayor Wolfe

No report.

Adjournment

There was no further business and the meeting was adjourned at 5:29 p.m.

Respectfully submitted,

Nancy A Barnett

Nancy A. Barnett, C.M.C.
City Clerk

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 15, 2014

AGENDA TAB NO. 2

SUBJECT TITLE: Pancreatic Cancer Awareness Month

OBJECTIVE:

The Mayor will read a proclamation designating the month of November as Pancreatic Cancer Awareness Month.

SUMMARY:

Lisa Cousino of the Pancreatic Cancer Action Network has requested that the City designate November as Pancreatic Cancer Awareness Month. Ms. Cousino's letter with more information on statistics regarding pancreatic cancer is attached to the summary.

OPTIONS:

n/a

STAFF RECOMMENDATION:

n/a

FISCAL IMPACT:

n/a

LEGAL SUFFICIENCY:

Legally sufficient.

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PROCLAMATION

WHEREAS, in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die for the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just six percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 2890 deaths will occur in Florida in 2014; and

WHEREAS, the *Recalcitrant Cancer Research Act* was signed into law in 2013, which calls on the National Cancer Institute to develop a scientific framework, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Tavares and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Tavares support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS, the good health and well-being of the residents of Tavares are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW, THEREFORE, I Robert Wolfe, Mayor of the City of Tavares, hereby do designate the month of November 2014 as "Pancreatic Cancer Awareness Month" in the City of Tavares.

_____

Robert Wolfe, Mayor

PANCREATIC CANCER ACTION NETWORK

Dear Sir:

As your constituent, I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 39,590 Americans who will die of pancreatic cancer in 2014, approximately 2890 of whom live in Florida. In 2014, pancreatic cancer will afflict more than 46,420 Americans, 73% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis.

I have lost my best friend and her husband to Pancreatic Cancer. Both went undetected until it was too late, they were both stage 4 when diagnosed. There is no early detection method for this disease and by the time you are diagnosed it is usually too late. There is no cure and it is almost always a death sentence.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just six percent. Furthermore, the incidence and death rate for pancreatic cancer are increasing, and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer-related death in the U.S. by 2020. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance of November 2014 as Pancreatic Cancer Awareness Month in Tavares, you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and NCI funding information, upon request.

We request that a total of 2 originals of the proclamation to be made available for our records. Please contact me at 419-343-6516 or by email at: rc1agr@gmail.com with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Lisa Cousino
912 N. Unser St.
Mt. Dora, FL 32757

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 15, 2014

AGENDA TAB NO. 3

SUBJECT TITLE: Proclamations for Council Liaison, Project Manager, City Attorney, Finance Director, Engineer, Architects, Builder, and Construction Supervisor – Pavilion on the Lake Project

OBJECTIVE:

The Mayor will read a proclamation honoring the Project Manager and present a proclamation to the Council Liaison, City Attorney, Finance Director , Engineer, Architects, Builder, and Construction Supervisor for the Pavilion on the Lake project.

SUMMARY:

The Mayor wishes to publicly recognize the following individuals for their contributions to the Pavilion on the Lake:

Vice Mayor Lori Pfister
Tammy Rogers, Project Manager
Robert Q. Williams, City Attorney
Lori Houghton, Finance Director
Rob Ern, Engineer, Booth, Ern, Straughan & Hiott
Bob Blaise and David Fiebach of Blaise, Fiebach & Associates
Emmett Sapp, Emmett Sapp Builders
Joe Szeidel, Emmett Sapp Builders

OPTIONS:

n/a

STAFF RECOMMENDATION:
n/a

FISCAL IMPACT:
n/a

LEGAL SUFFICIENCY: yes

TAVARES
America's Seaplane City

PROCLAMATION

WHEREAS from 2006-2007 the stakeholders and residents of Tavares met over a period of months to develop a Vision for the City of Tavares including a Visioning Statement which began with:

"TAVARES, the Capital waterfront City of Lake County, building on a historic foundation....."

WHEREAS in 2011, the City Council of the City of Tavares in recognition of the significance of the historic pavilion that stood at the end of the pier located at Wooton Park from 1912 to 1961, approved the construction of the new Pavilion on the Lake in Wooton Park;

WHEREAS Vice Mayor Lori Pfister brought her enthusiasm and support to this project from the very beginning and volunteered to be the Council Liaison for this project;

WHEREAS, Vice Mayor Lori Pfister has worked with staff, engineer, architects and builder over many meetings and dedicated time to bring this project to completion;

WHEREAS the City of Tavares is appreciative of the role that that Vice Mayor Pfister played in bringing the dream of the reconstruction of the historic Pavilion to reality which will marry the past with the present and provide new economic opportunities and services to the community and its residents;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Vice Mayor Pfister for her important role as Council Liaison for the Pavilion on the Lake.

_____

Mayor Robert Wolfe

October 15, 2014

TAVARES
America's Seaplane City

PROCLAMATION

WHEREAS in 2006, the stakeholders and residents of Tavares and the Tavares City Council adopted the City's Vision Statement which began with:

"TAVARES, the Capital waterfront City of Lake County, building on a historic foundation....."

WHEREAS, Tamera Rogers, Tavares Community Services Director, was tasked to be the project manager for the creation of the Tavares Pavilion on the Lake;

WHEREAS, Tamera Rogers took a mere concept from incubation through architectural design, engineering, construction, interior design, furnishing, staffing and then to operation;

WHEREAS, Tamera Rogers has reported to the City Council and City Administrator on every step of the Pavilion project and coordinated each detail along the way to completion;

WHERAS Tamera Rogers lead a team of architects, engineers, contractors, city employees, City Administrator and City Council to "get the job done" in a timely and first class condition;

WHEREAS; Tamera Rogers is recognized by the residents, employees, City Administrator and City Council for her unwavering creativity, high standards and attention to detail;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Tamera Rogers, Director of Community Services for her dedication to the City of Tavares by envisioning, coordinating, and seeing to completion the Tavares Pavilion on the Lake.

_____

Mayor Robert Wolfe **October 15, 2014**

PROCLAMATION

WHEREAS since 1984, as City Attorney, Robert Q. Williams has been pivotal in providing legal assistance and counsel in implementing many projects and services that the City has initiated to serve its citizens;

WHEREAS from 2006-2007 the stakeholders and residents of Tavares met over a period of months to develop a Vision for the City of Tavares including a Visioning Statement which began with:

"TAVARES, the Capital waterfront City of Lake County, building on a historic foundation....."

WHEREAS as Chief Coach, Umpire, Medic and Advisor to the Tavares Team, City Attorney Robert Q. Williams has ensured that the Pavilion on the Lake has met "legal sufficiency" during this exciting journey from the Visioning process of 2006 to completion in 2014;

WHEREAS the City of Tavares wishes to express its appreciation for the excellence and unwavering support of its City Attorney Robert Q. Williams;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to City Attorney Robert Q. Williams for his assistance and guidance in making this dream a reality.

_____

Mayor Robert Wolfe

October 15, 2014

PROCLAMATION

WHEREAS from 2006-2007 the stakeholders and residents of Tavares met over a period of months to develop a Vision for the City of Tavares including a Visioning Statement which began with:

"TAVARES, the Capital waterfront City of Lake County, building on a historic foundation....."

WHEREAS as Finance Director for the City of Tavares, Lori Houghton has been instrumental in providing and implementing a sound fiscal plan to make the Vision a reality and bring the Pavilion on the Lake to fruition;

WHEREAS, in her role as Finance Director, Lori Houghton has devoted her skills for analysis, guidance, monitoring, and oversight of the citizens tax dollars to make this project a successful economic asset to the community;

WHEREAS the City of Tavares wishes to express its appreciation for the excellence and dedication of Finance Director, Lori Houghton and for leading and inspiring her professional and supportive staff;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Finance Director Lori Houghton for her assistance in the Pavilion on the Lake project.

_____

Mayor Robert Wolfe

October 15, 2014

TAVARES
America's Seaplane City

PROCLAMATION

WHEREAS in 2011, the City of Tavares contracted with Booth, Ern, Straughan Hiott, Inc. to provide engineering and architectural services for the Pavilion on the Lake in Wooton Park;

WHEREAS Rob Ern of Booth Ern Straughan Hiott, Inc. provided all of the project management services as well as civil engineering services for the project;

WHEREAS, Rob Ern of Booth Ern Straughan Hiott, Inc. has applied his project management skills and engineering expertise to this project with professionalism and attention to detail to transform the historical concept of the original pavilion into the modern vision of a wedding and conference center;

WHEREAS the City of Tavares is appreciative of the quality of work of Engineer Rob Ern of Booth Ern Straughan Hiott, Inc. which has resulted in a exciting new facility that will bring new business and visitors to the Tavares downtown;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Project Manager and Engineer Rob Ern of Booth, Ern, Straughan Hiott, Inc. for his excellence in Project Management and Engineering services that has resulted in this beautiful Tavares Pavilion on the Lake.

_____

Mayor Robert Wolfe

October 15, 2014

TAVARES
America's Seaplane City

PROCLAMATION

WHEREAS in 2011, the City of Tavares contracted with Booth, Ern, Straughan Hiott, Inc. to provide engineering and architectural services for the Pavilion on the Lake in Wooton Park;

WHEREAS Booth, Ern, Straughan Hiott Inc. then subcontracted with architects Bob Blaise and David Fiebach of Blaise Fiebach & Associates to design the new pavilion;

WHEREAS, architects Bob Blaise and David Fiebach of Blaise Fiebach & associates have brought their artistry to this project with passion and attention to detail to transform the historical concept of the original pavilion into the modern vision of a wedding and conference center;

WHEREAS the City of Tavares is appreciative of the quality of work of architects Bob Blaise and David Fiebach of Blaise Fiebach & Associates which has resulted in an exciting new facility that will bring new business and visitors to the Tavares downtown;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Bob Blaise and David Fiebach architects of Blaise Fiebach & Associates for their excellence in architectural design services that has resulted in this beautiful Tavares Pavilion on the Lake.

_____

Mayor Robert Wolfe

October 15, 2014

TAVARES
America's Seaplane City

PROCLAMATION

WHEREAS in 2011, the City of Tavares contracted with Emmett Sapp Builders to construct the Pavilion on the Lake in Wooton Park;

WHEREAS Emmett Sapp Builders has brought together a creative team of many disciplines to work together to construct this facility that will be a beacon on Lake Dora to attract visitors and new business to the Tavares downtown;

WHEREAS, Emmett Sapp Builders has demonstrated excellence in attention to detail and shown patience and flexibility in incorporating the City's vision into the brick and mortar details of this beautiful facility;

WHEREAS the City of Tavares is appreciative of the quality of work of Emmett Sapp Builders;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Emmett Sapp Builders for their excellence in construction services that has resulted in this beautiful Tavares Pavilion on the Lake.

_____

Mayor Robert Wolfe

October 15, 2014

TAVARES
America's Seaplane City

PROCLAMATION

WHEREAS in 2011, the City of Tavares contracted with Emmett Sapp Builders to construct the Pavilion on the Lake in Wooton Park;

WHEREAS Joe Szeidel, Construction Supervisor of Emmett Sapp Builders has been on the job day after day coordinating the many construction services needed to bring the pavilion project into completion;

WHEREAS, Joe Szeidel, Construction Supervisor of Emmett Sapp Builders has demonstrated excellence in attention to detail and shown patience and flexibility in working with the City staff and making all the many changes requested and in seeing that the work was carried out;

WHEREAS the City of Tavares is appreciative of the professionalism and cooperation of Joe Szeidel of Emmett Sapp Builders;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert Wolfe, do hereby proclaim special thanks, recognition and appreciation to Joe Szeidel, Construction Supervisor of Emmett Sapp Builders for his excellence in project supervision that has resulted in this beautiful Tavares Pavilion on the Lake.

_____

Mayor Robert Wolfe

October 15, 2014

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 4 **SECOND READING**
SUBJECT TITLE: Ordinance 2014-16
Cagan Apartment Complex-Rezoning

OBJECTIVE:

To consider the rezoning of approximately 22.34 acres of property located on the northeast intersection of Ann Rou Road and Huffstetler Drive from a Planned Development zoning to an RMF-3 (Residential Multi-Family) zoning.

SUMMARY:

The subject property is located on the northeast intersection of Ann Rou Road and Huffstetler Drive. The property is approximately 22.34 acres in size and is owned by Church Loan Florida Property 1, LLC. Jeffery Cagan is submitting this rezoning application with the owner's authorization. The applicant desires to rezone the property to RMF-3 and to construct an apartment complex that conforms to the city's Land Development Regulations that apply to this zoning. The existing Future Land Use designation of Medium Density Residential will limit the number of apartment units in the complex to an average of 12 dwelling units per acre. The property is presently vacant.

The existing Planned Development zoning was applied in 1994 through Ordinance 94-20. This old Planned Development annexed approximately 32 acres of land into the city and was intended to be part of a large faith-based, mixed use complex. This project did not materialize and a portion of these lands have since been parceled out and sold to other entities. Since unified control of the old Planned Development lands no longer exists and new owners desire to move forward with the development of this property, it is reasonable to allow a rezoning that is consistent with the City's long range Comprehensive Plan. City staff is preparing a proposed amendment to the Land Development Regulations that will provide for a procedure to nullify old Planned Developments that are inactive.

Prior to the issuance of any Building Permits for this project, a site plan demonstrating compliance with all applicable regulations will be required. The Lake County School Board has confirmed that there is sufficient capacity within their schools for this project. A letter from Eric Marks, the agent representing owners of adjacent properties, is attached to this report. Mr. Marks is notifying the city that his clients have an Entitlement and Developers Agreement that was recorded on the subject property. The City Attorney has opined that this agreement is a civil matter between the owners and should not affect the city's decision and ability to rezone the property (opinion attached). This proposed rezoning is consistent with the existing Future Land Use presently applied to this property and staff is recommending approval of this rezoning.

OPTIONS:

1. That City Council moves to approve Ordinance 2014-16.
2. That City Council denies the proposed rezoning.

PLANNING & ZONING BOARD RECOMMENDATION:

At its September 18th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2014-16.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2014-16.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2014-16

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 22.34 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST INTERSECTION OF ANNE ROU ROAD AND HUFFSTETLER DRIVE FROM A PLANNED DEVELOPMENT ZONING TO AN RMF-3 (RESIDENTIAL MULTI-FAMILY) ZONING; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described in Exhibit "A" attached hereto, is part of a mixed use Commercial Planned Development approved in 1994 under Ordinance 94-20; and

WHEREAS, this Commercial Planned Development was not constructed and no Development Orders were issued by the City of Tavares that would permit construction of any of the components of this Commercial Planned Development; and

WHEREAS, the property governed by the regulations established under Ordinance 94-20 has subsequently been subdivided and is no longer under unified control and ownership; and

WHEREAS, the owner of property described in Exhibit "A" is requesting that the Commercial Planned Development and associated governing regulations that currently applies to this property be extinguished and that this subject property be rezoned to RMF-3 (Residential Multi-Family); and

WHEREAS, an RMF-3 zoning is compatible with the current Future Land Use Map 2020 designation of Medium Density; and

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

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

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

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

Section 1. Rezoning

That said property, as legally defined in Exhibit "A", attached hereto and made a part herewith, is rezoned from Commercial Planned Development to RMF-3 (Residential Multi-Family), under the specific provisions as established by the City of Tavares Land Development Regulations.

Section 2. 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 3. Effective Date.

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

PASSED AND ORDAINED this _____ of _____, 2014, by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____
Nancy Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Robert Q. Williams, City Attorney

Exhibit "A"

Legal Description w/parcels – Jeffrey Cagan Rezoning
(from Stevenot Survey received 8-13-2014)

A portion of Blocks 1, 2, 3, 4, 5, 8 and 10 of Map of Land of George W. Bowen at Mount Homer Subdivision as recorded in Plat Book 2, Page 29 of the Public Records of Lake County. Florida, lying in Sections 21 and 22, Township 19 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

TRACT A

That portion of Sections 21 and 22, Township 19 South, Range 26 East, Lake County, Florida, being described as follows:

Begin at a 6X6 concrete monument for the Northwest corner of Section 22; thence along the North line of said Section 22 the following two courses: S62°46'08"E for 0.73 feet; thence S89°31'17"E for 990.68 feet; thence S00°28'43"W for 1,024.58 feet to the Northerly right of way line for Huffstetler Drive (an 80.00 foot wide right of way) and a point on a curve concave Southerly having a radius of 740.00 feet and a chord bearing of N81°00'00"W; Thence Westerly along said Northerly right of way line and arc of said curve through a central angle of 17°05'45" for 220.80 feet along the Northerly right of way line of Huffstetler Drive, to the point of tangency; thence N89°32'51'W for 478.89 feet to the point of curve concave Southerly and having a radius of 540.00 feet; thence Westerly along the arc of said curve through a central angle of 12°22'21" for a distance of 115.61 feet to the point of reverse curve concave Northeasterly and having a radius of 50.00 feet (said point also being on the Easterly right of way line for Anne Rou Road, a 66.00 foot wide right of way); thence along said Easterly right of way line the following six courses: run Northerly along the arc of said curve through a central angle of 92°11'14" for a distance of 80.45 feet to the point of tangency; thence N09°43'58"W for 32.37 feet; to the point of curve concave Easterly and having a radius of 327.00 feet; thence Northerly along the arc of said curve through a central angle of 12°05'06" for a distance of 68.97 feet to the point of tangency; thence N02°21'08"E for 111.80 feet to the point of curve concave Southwesterly and having a radius of 783.00 feet; thence Northwesterly along the arc of said curve through a central angle of 55°50'03" for a distance of 763.03 feet to the point of tangency, thence N53°28'54"W for 163.58 feet to the North line of the Northeast 1/4 of aforesaid Section 21; thence S89°10'15"E along said North line for 342.03 feet to the point of beginning.

The above described Tract "A" includes that portion of that certain unnamed street or roadway lying Northwesterly of Huffstetler Drive between Blocks 8 and 10 of Map of Land of George W. Bowen at Mount Homer, recorded in Plat Book 2, Page 29, as vacated by resolution 2006-09 recorded September 22, 2006 in Book 3266, Page 296.

And less and except:

A portion of the Northwest 1/4 of Section 22, Township 19 South, Range 26 East, City of Tavares, Lake County, Florida, being further described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 21, Township 19 South, Range 26 East, City of Tavares, Lake County, Florida; thence North 89°10'15"West along the North line of the Northeast 1/4 of said Section 21. a distance of 342.03 feet to the East right -of -way line of Ann Rou Road (66.00 feet wide right-of -way); thence along said East right-of-way line the following (2) two courses: 1) South 53°28'54" East, a distance of 163. 58 feet to a point of curve to the right having a radius of 783.00 feet and a central angle of 51°36'38"; 2) thence Southeasterly along the arc a distance of 705.31 feet to the point of beginning; thence East, leaving said Easterly right-of-way line, a distance of 214.67 feet; thence North 45°00'06" East, a distance of 182.60 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 49°21'31" East, a radial distance of 124.96 feet thence Easterly along the arc, through a central angle of 98°43'03", a distance of 215.29 feet; thence South 45°00'06" East, a distance of 161.83 feet; thence South, a distance of 317.23 feet to a point on the North right-of -way line of Huffstetler Drive (80.00 feet wide right -of-way); thence along said North right-of-way line and said Easterly right-of-way line of Ann Rou Road the following seven (7) courses: 1) North 89°32'51" West, a distance of 467.39 feet to a point of curve to the left having a radius of 540.00 feet and a central angle of 12°22'22"; 2) thence Westerly along the arc a distance of 116.61 feet to a point of reverse curve to the right having a radius of 50.00 feet and a central angle of 92°11'15"; 3) thence Northwesterly along the arc, a distance of 80.45 feet; 4) thence North 09°43'58" West, a distance of 32.37 feet to a point of curve to the right having a radius of 327.00 feet and a central angle of 12°05'06"; 5) thence Northerly along the arc a distance of 68.97 feet; 6) thence North 02°21'08" East. a distance of 111.80 feet to a point of curve to the left having a radius of 783.00 feet and a central angle of 04°13'24"; 7) thence Northerly along the arc a distance of 57.71 feet to the point of beginning.

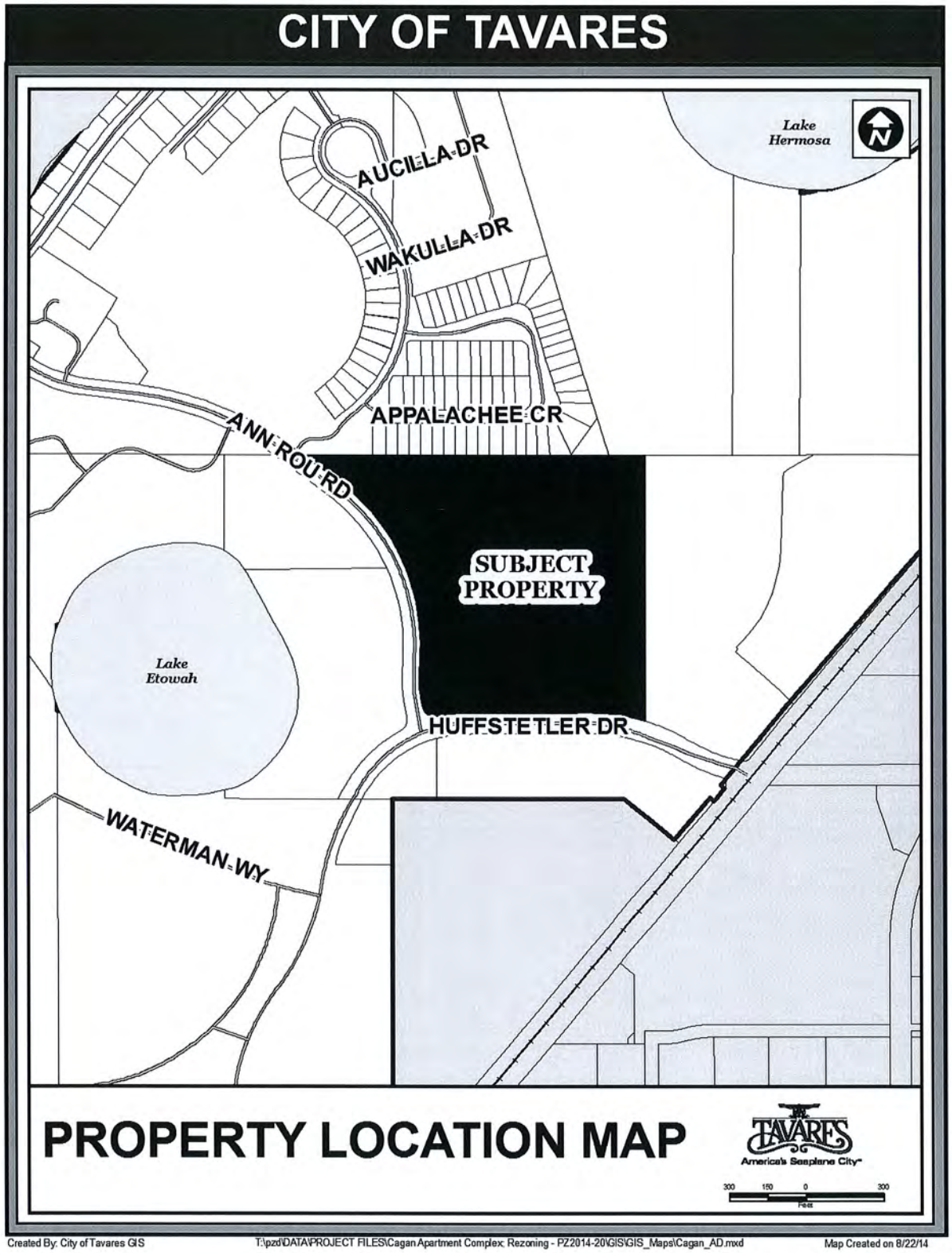
Description from Title Commitment Number 12-2014-000854A1

A portion of the Northwest 1/4 of Section 22, Township 19 South, Range 26 East, City of Tavares, Lake County, Florida, being further described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 21, Township 19 South. Range 26 East, City of Tavares, Lake County, Florida; thence North 89°10'15" West along the North line of the Northeast 1/4 of said Section 21, a distance of 342.03 feet to

the East right-of-way line of Ann Rou Road (66.00 feet wide right-of-way); thence along said East right-of-way line the following (2) two courses: 1) South 53°28'54" East, a distance of 163.58 feet to a point of curve to the right having a radius of 783.00 feet and a central angle of 51°36'38"; 2) thence Southeasterly along the arc a distance of 705.31 feet to the point of beginning; thence East, leaving said Easterly right-of-way line, a distance of 214.67 feet; thence North 45°00'06" East. a distance of 182.60 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 49°21'31" East, a radial distance of 124.96 feet; thence Easterly along the arc, through a central angle of 98°43'03", a distance of 215. 29 feet; thence South 45°00'06" East, a distance of 161.83 feet; thence South, a distance of 317.23 feet to a point on the North right-of-way line of Huffstetler Drive (80.00 feet wide right-of-way); thence along said North right-of-way line and said Easterly right-of-way line of Ann Rou Road the following seven (7) courses: 1) North 89°32'51" West, a distance of 467.39 feet to a point of curve to the left having a radius of 540.00 feet and a central angle of 12°22'22"; 2) thence Westerly along the arc a distance of 116.61 feet to a point of reverse curve to the right having a radius of 50.00 feet and a central angle of 92°11'15"; 3) thence Northwesterly along the arc, a distance of 80.45 feet; 4) thence North 09°43'58" West, a distance of 32.37 feet to a point of curve to the right having a radius of 327.00 feet and a central angle of 12°05'06"; 5) thence Northerly along the arc a distance of 68.97 feet; 6) thence North 02°21'08" East, a distance of 111.80 feet to a point of curve to the left having a radius of 783.00 feet and a central angle of 04°13'24"; 7) thence Northerly along the arc a distance of 57.71 feet to the point of beginning.

1


CITY OF TAVARES
Lake Hermosa
AUCILLA DR
WAKULLA DR
APPALACHEE CR
ANN ROU RD
SUBJECT PROPERTY
Lake Etowah
HUFFSTETLER DR
WATERMAN WY
PROPERTY LOCATION MAP
TAVARES
America's Seaplane City
300 150 0 300
Feet
Created By: City of Tavares GIS
T:\pzd\DATA\PROJECT FILES\Cagan Apartment Complex Rezoning - PZ2014-20\GIS\GIS_Maps\Cagan_AD.mxd
Map Created on 8/22/14

1

WATERMAN CENTER, LLC
3680 Avalon Park East Blvd.
Suite 300
Orlando, Florida 32828
407-658-6565

September 16, 2014

VIA EMAIL
Mr. Jacques Skutts, AICP
Community Development Director
City of Tavares
201 E. Main St.
2nd Floor
Tavares, FL 32778

Re: Ordinance 2014-16; Rezoning of approximately 22.34 acres to RMF-3 (the "Rezoning Property")

Dear Jacques:

Waterman Center, LLC is the owners of approximately 120 acres located adjacent to and West of the Rezoning Property. In 2007, Waterman Center sold the Rezoning Property to Partners in Ministry, Inc. for development as an assisted and independent living facility. In conjunction with the sale, the parties executed the attached Entitlement and Development Agreement which, *inter alia*, (i) limited the use of the Rezoning Property to 308 Independent Living units, a 78 bed Adult Congregate Living Facility, and a 25,000 square foot clubhouse, and (ii) required the property owner to obtain Waterman Center's consent to rezone the property. The Agreement runs with the land and was recorded in Official Records Book 3509, Page 0651 of the Lake County Public Records.

Waterman Center received notice, for the first time, of Cagan Development's request to rezone the property on September 15, 2014. Waterman Center has neither approved of the rezoning application nor consented to the proposed use of the Rezoning Property.

We are engaged in discussions with Cagan Development in hopes of resolving this dispute. However, unless and until such time as an amendment to the Entitlement and Development Agreement is executed and recorded permitting the requested RMF-3 uses, Waterman Center hereby objects to the rezoning and requests that the City of Tavares table this matter.

Sincerely,

Eric Marks
Authorized Agent

cc: Beat M. Kahli (via email)
Eric Peisner (via email)
Ottmar Olson (via email)
John Kingman Keating, Esquire (via email)
Jeff Cagan (via email)

CFN 2007125123
Bk 03509 Pgs 0651 - 676; (26pgs)
DATE: 09/17/2007 10:39:56 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 222.50

Exhibit "C"

PREPARED BY AND RETURN TO:
Brian M. Jones, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1000
Orlando, FL 32801

ENTITLEMENT AND DEVELOPMENT AGREEMENT

THIS ENTITLEMENT AND DEVELOPMENT AGREEMENT ("Agreement") entered into this 14 day of Sept, 2007, by and between **WATERMAN CENTER, LLC**, a Florida limited liability company ("**Waterman**"), and **PARTNERS IN MINISTRY, INC.**, a Florida not-for-profit corporation ("**Builder**").

RECITALS

1. Waterman is the owner and developer of a residential, commercial and retail project located in Lake County ("**Waterman Development**").

2. Builder has acquired a portion of the Waterman Development ("**Builder Parcel**") more particularly described in **Exhibit "A"** attached hereto and incorporated herein pursuant to a Contract for Sale and Purchase of Real Estate, as amended ("**Contract**") with Waterman.

3. Waterman retains ownership of the land within the Waterman Development, more particularly described in **Exhibit "B"** ("**Waterman Parcel**"). (The Builder Parcel and the Waterman Parcel are together referred to herein as the "**Parcels.**")

4. The Waterman Development is subject to PUD Ordinance No. 94-20 adopted by the City Council of the City of Tavares on May 4, 1994. ("**PUD**").

5. The Waterman Development is being permitted through governmental agencies and authorities asserting jurisdiction over the Waterman Development for residential, commercial and retail purposes.

6. The parties desire to provide for necessary easements, use agreements and for continuing mutual cooperation for the continued permitting and development of the Builder Parcel and the Waterman Parcel to minimize the duplication of infrastructure, and enhance the aesthetics of the Waterman Development, and to comply with governmental regulatory requirements.

7. Waterman intends to convey, and by this Agreement hereby conveys, to Builder and for the benefit of the Builder Parcel the limited rights under the PUD and other applicable governmental approvals (collectively, the "**Approvals**") for development of the improvements

("**Improvements**") described in **Schedule-I** attached hereto and incorporated herein by this reference (the "**Assigned Entitlements**").

NOW, THEREFORE, for the sum of Ten Dollars $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

8. **Recitals**. The above Recitals are true and correct.

9. (a) **Utility Easements**. Builder hereby grants, conveys, declares and establishes in favor of the Waterman Parcel perpetual non-exclusive easements over, on, through, under and across the portions of the Builder Parcel necessary for the construction, use and operation of a master utility system ("**Master Utility System**") for the purposes of constructing and installing sewer lines, potable water lines, lift stations, reclaim water and other improvements necessary or beneficial for the development of the Waterman Parcel for its intended uses (collectively "**Utility Improvements**") in accordance with the master utility plans to be agreed to by the parties prior to permitting and construction ("**Master Utility Plans**"). Subject to the limitations herein provided, the easement rights granted herein shall include the right to enter upon the Builder Parcel to the extent needed for the purposes of constructing and installing, repairing or maintaining the Utility Improvements. Prior to Waterman performing any construction of any improvements upon the Builder Parcel or entry upon the Builder Parcel, Waterman shall provide evidence of liability insurance in an amount not less than One Million ($1,000,000.00) Dollars coverage for each incident and Three Million ($3,000,000.00) Dollars total policy coverage on a national insurance company acceptable to Builder. The parties agree that once the Master Utility Plan is agreed to, and the parties determine the exact location of the Utility Improvements, this easement shall be modified evidenced by written agreement of the parties, to affect only those portions of Builder's Parcel as necessary for Waterman to construct, use and maintain the Utility Improvements in accordance with the Master Utility Plans. Furthermore, upon construction of the Utility Improvements in accordance with the Master Utility Plans by Builder, Waterman's easement relating to construction shall automatically terminate, however, Waterman's perpetual non-exclusive easement for maintenance and use shall continue.

The Utility Improvements pursuant to the Master Utility Plan to be approved by the parties shall be designed and engineered to provide capacity for residential, commercial and retail development for both the Builder Parcel and Waterman Parcel. Accordingly, even though the designed parameters or capacities of a particular segment or facility of the Utility Improvements may be in excess of the anticipated requirements for the Builders intended development on the Builder Parcel, the Builder agrees and stipulates that the construction of any such segment or facility shall be constructed in a manner consistent with the Master Utility Plans to ensure system capacity for the intended development of both Parcels, and efficient connect of system facilities.

(b) **Master Utility Plans**. Waterman shall provide to Builder the sewer capacity and sewer line capacity requirements for its intended uses of the Waterman Parcel ("**Flow Requirements**") within ___ days from the Effective Date of this Agreement. Builder shall provide to Waterman, within __ days of its receipt of the Flow Requirements, utility plans

("**Initial Plans**") for sewer lines, potable water lines, reclaimed water lines, and all related utility infrastructures sufficient for the water and sewer capacity requirements for the Waterman Parcel and the Builder Parcel designed for the efficient connection of system facilities on each Parcel. Waterman shall have twenty (20) days after receipt of the Initial Plans within which to provide comments and requested revisions ("**Waterman Revisions**") to the Initial Plans. Builder shall have twenty (20) days after receipt of Waterman Revisions to submit revised plans ("**Revised Plans**") to Waterman, which Waterman shall review and approve in writing in its discretion. The utility plans approved in writing by Waterman shall be deemed the **Master Utility Plans**. In no event shall Builder file applications for construction of the Utility Improvements or any segment of the Utility Improvements until and unless Waterman has approved the Master Utility Plans in writing. The parties shall agree upon Waterman's Proportional Share (as defined below) contemporaneously with Waterman's approval of Master Utility Plans.

Waterman's proportionate share of the construction costs to construct the Utility Improvements ("**Waterman's Proportionate Share** ") shall be the additional costs of the designing, engineering, permitting and construction of the Utility Improvements which are solely related to the increased capacity of the Utility Improvements or to other items requested by Waterman to accommodate the Waterman Parcel in accordance with the Master Utility Plans, additional utility lines and stub-outs for connection to the Utility Improvements by Waterman, and engineering costs necessary to determine such increased costs. It is the intent of the parties that Builder shall not be responsible for any costs or expenses which it would not have incurred in connection with utility improvements on the Builder Parcel for its intended uses absent the Master Utility Plans with Waterman. In no event shall Builder be responsible for any Utility Improvements located on the Waterman Parcel, unless utilized by Builder.

(c) **Permitting of Utility Improvements**. Builder shall provide Waterman with copies seven (7) business days prior to the submittal of any applications for permits or approvals to any governmental agency for any Utility Improvements for review and approval by Waterman ("**Applications**"). Builder shall diligently and in good faith seek approval of the Applications. Builder shall thereafter commence construction of the Utility Improvements in coordination and sequencing with other improvements to be constructed upon the Builder's Parcel.

(d) **Construction of Utility Improvements** Builder shall construct the portion of Utility Improvements necessary for the intended uses on the Builder Parcel, as approved and required by the City of Tavares for each phase of Builder's development, with parameters, capacities and engineering designs in accordance with the Master Utility Plans along with the utility line stub-outs and connection points for the Waterman Parcel at Builder's initial cost and expense, contemporaneously with the construction of any site work or infrastructure improvements for each phase of development upon the Builder's Parcels. Upon completion of each phase of the Utility Improvements, Builder shall provide an independent engineer's certification certifying that: (1) the Utility Improvements have been constructed in accordance with applicable permits, approvals and governmental regulations; (2) the Utility Improvements have been completed for such phase in accordance with the Master Utility Plans; and (3) the Utility Improvements are acceptable for connection to the water and sewer provider's utility system. Waterman shall reimburse Builder for Waterman's Proportionate Share of each phase of the Utility Improvements costs within forty-five (45) days after Waterman receives the

engineer's certificate in the form set forth above, and an invoice for Waterman's Proportionate Share. Any unpaid balance following such forty-five (45) day period shall bear interest at 10% per annum until paid. Waterman shall have the right to offset any amounts owing against any obligations of Builder to Waterman. Prior to construction of any improvements upon the Waterman Parcel or entry upon the Waterman Parcel, Builder shall provide evidence of liability insurance in an amount not less than One Million ($1,000,000.00) Dollars coverage for each incident and Three Million ($3,000,000.00) Dollars total policy coverage on a national insurance company acceptable to Waterman.

(e) **Waterman's Right to Design and Construct**. Notwithstanding the foregoing, in the event Builder fails or refuses to have designed, permitted, constructed, and completed the Utility Improvements, within fifteen (15) months from the Effective Date of this Agreement, then Waterman shall have the option (**"Construction Option"**), but not the obligation, to permit, design, construct and complete the Utility Improvements, but only to the extent necessary for the intended uses of the Waterman Parcel. Waterman shall pay Waterman's Proportionate Share of the costs and Builder shall escrow with Builder's legal counsel a sum equal to one hundred percent (100%) of the remaining costs of such Utility Improvements, which shall be disbursed to Waterman upon completion of the Utility Improvements, and Builder's receipt of an independent engineer's certificate in the form set forth above. In the event Waterman exercises its Construction Option, Builder shall cooperate in good faith with Waterman in the design, permitting, and construction of such Utility Improvements, but the cost of any re-engineering or re-design to construct the Utility Improvements as necessary for the intended uses of the Waterman Parcel only, shall be paid by Waterman. In addition, Builder shall:

(i) Grant Waterman an easement for access, construction and maintenance over the portion of the Builder Parcel necessary or desirable to construction and maintenance the Utility Improvements.

(ii) Execute such applications, documentation, and consents as reasonably necessary or desirable to obtaining permits from governmental agencies and authorities having jurisdiction over the Builder Parcel, for the construction, use and maintenance of the Utility Improvements.

10. **Approvals and Restrictions**. Waterman hereby transfers and assigns to Builder the Assigned Entitlements for construction of the Improvements described in Schedule-I, on the Builder Parcel. Waterman reserves and retains all other rights and benefits under the PUD. Builder, its successors and assigns, stipulates and agrees, that: (i) no development, uses or densities in excess of the Assigned Entitlements shall be constructed or permitted upon the Builder Parcel; (ii) Builder shall comply with the thirty (30%) percent open space requirement set forth in the PUD and maintain thirty (30%) percent open space on the Builder Parcel; and (iii) any retail or commercial use of the Builder Parcel shall be restricted to use only by the residents, occupants, or tenants and their respective guests and invitees located on the Builder Parcel. In no event shall any retail or commercial use of the Builder Parcel be permitted which are deemed to generate external "trips" under any traffic concurrency regulation existing from time to time. Builder agrees and acknowledges that: (1) Waterman makes no warranties or representations concerning Builder's ability to utilize all or part of the Assigned Entitlements for Construction of

the Improvements; (2) an Amendment of the PUD may be required prior to Builder's utilization of the Assigned Entitlements; and (3) Waterman retains all other rights under the PUD not expressly contained within the Assigned Entitlements.

During the term of this Agreement, Builder shall provide Waterman with copies of all filings and application and exhibits thereto five (5) business days prior to any filings or application for any new, or modification to any, development entitlement, or permit, for Waterman's review and approval, which shall not be unreasonably withheld or delayed. In the event Waterman has not responded to a request for approval within such five (5) business days, the requested filing or application shall be deemed approved. No filing or application shall be made by Builder without the prior written consent of Waterman. No filing or application shall be made on any portion of the Builder Parcel that materially affects the Waterman Parcel or which would utilize more entitlements than the Assigned Entitlements or which is inconsistent with the provisions of this Agreement without the expressed written consent of Waterman, which consent may be withheld by Waterman in its sole and absolute discretion. For a period of two (2) years after the recording date of this Agreement in the Public Records of Lake County, Florida, Builder agrees to notify Waterman prior to any meetings with any governmental agencies, including the City of Tavares, Lake County, St. Johns River Water Management District or the Army Corps of Engineers regarding any portion of the Builder Parcel and shall invite Waterman, or Waterman's designated representative, to attend any and all such meetings, except that Builder shall have no obligation to notify or make invitations to informal meetings with governmental agencies held in the ordinary course of Builder's business, provided such meetings do not in any way affect the Waterman Parcel. Waterman shall be responsible for its own costs of representation and expenses if it wishes to be represented separately from Builder in connection with any filings, applications or permits.

11. **Platting**. The parties agree to reasonably cooperate with each other with the platting of their respective Parcels in accordance with applicable governmental regulations, including the execution of such permit applications, approvals, and joinders and consents as may be reasonably necessary for a party to comply with the applicable requirements for the platting of its Parcel or portion thereof. However, notwithstanding the foregoing, in no event shall the provisions of this section be deemed to require a party to incur any cost or expense, or execute any joinder application or consent which directly and materially adversely impacts its Parcel.

12. **Indemnification**. The parties hereby agree to indemnify, hold harmless and defend the other from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by use of the easements contained herein, or construction, installation or maintenance of any improvements contemplated hereunder, except to the extent such damage or injury shall have been due to the negligence or willful misconduct of the other party or its employees or agents.

13. **Covenants Running with the Land**. The terms, provisions, covenants, conditions and restrictions set forth in this Agreement and the rights, privileges, benefits and duties, obligations and burdens assigned, granted, imposed and created pursuant to this Agreement shall and are hereby declared to be covenants running with the title to the Builder Parcel and Waterman Parcel described herein, which covenants shall inure to the benefit of and

burden the Builder Parcel and Waterman Parcel and, each of Waterman and Builder and their respective successors in interest and permitted assigns.

14. **Captions**. The captions included herein are for reference only and should not be used in construing any of the terms hereof.

15. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

16. **Attorneys' Fees and Court Costs**. In the event either party or its successors in title institutes court proceedings against the other party or its successors in title to enforce any terms of this Agreement, the party prevailing in said court proceedings shall be entitled to recover reasonable attorney's fees and court costs incurred incidental thereto from the other party, including without limitation, cost through all appeals and collection proceedings.

17. **Notices**. All notices to be given hereunder shall be delivered personally, by overnight courier (such as Federal Express) or sent registered or certified mail, return receipt requested, with postage prepaid, to the parties at the following addresses (or to such other or further addresses the parties may hereinafter designate by like notice of similarly sent):

WATERMAN:

Beat M. Kahli
President
Avalon Park
13001 Founders Square Drive
Orlando, FL 32828
Phone (407) 658-6565 (Company)
and
Ronald Schwartz
3348 Edgewater Drive
Orlando, FL 32804
Phone (407) 342-3648

With a copy to:

Brian M. Jones, Esq.
Shutts & Bowen, LLP
300 S. Orange Ave., Suite 1000
Orlando, FL 32801-5403
Phone: 407/423-3200
Fax: 407/425-8316

To Builder:
Partners in Ministry, Inc.
Attn.: Clyde Porter
7203 Goodman Road
Olive Branch, MS 38654-1906
Phone: 662-890-8904
Fax: 662-890-8906
E-mail: cporter@allenohara.com

With a copy to:
David M. Dunlap, Attorney
7203 Goodman Road
Olive Branch, MS 38654-1906
E-mail: dmdlaw@mac.com

Counsel to either party may send and receive notices under this Agreement.

18. **Time of Essence**. Time is of the essence in this Agreement.

19. **Waivers**. No waiver by either party, at any time of any breach of any provision of the Agreement shall be deemed a waiver of a breach of any other provision herein or consent to any subsequent breach of the same or any other provision.

20. **Preparation of Agreement**. Both parties have participated in the negotiating and drafting of this Agreement and this Agreement shall not be construed more favorably toward either party as a result of the other parties' participation in the drafting or production of this Agreement.

21. **Entire Agreement**. This Agreement constitutes the entire Agreement by and among the parties hereto and there are no covenants, promises, agreements, conditions or undertakings, either oral or written among them, other than as set forth herein.

22. **Enforcement and Remedies**. If either of Waterman or Builder or their respective successors and assigns shall violate or attempt to violate or breach or attempt to breach any of the terms, provisions, covenants, conditions or restrictions set forth in this Agreement, Waterman, Builder and their respective successors in interest or permitted assigns shall be entitled to (i) institute and prosecute proceedings for the recovery of actual damages (but excluding punitive or consequential damages) against the party violating or attempting to violate or breaching or attempting to breach the terms, provisions, covenants, conditions and restrictions set forth in this Agreement or (ii) to institute and prosecute proceedings for the purpose of specifically enforcing covenants or preventing or enjoining any or all such violations or attempted violations or breaches or attempted breaches of the terms, provisions, covenants, conditions and restrictions set forth in this Agreement. Such remedies shall be cumulative of any and all other remedies which may now or hereafter be provided by law. The failure of any party to enforce any of the terms, provisions, covenants, conditions or restrictions set forth in this Agreement, however long continued, shall in no event be deemed to be or constitute a waiver by

such party of the right to enforce the same thereafter as to the same violation or breach or attempted violation or breach or as to any other violation or breach or attempted violation or breach of the same term, provisions, covenant, condition or restriction, whether occurring prior or subsequent thereto. Notwithstanding anything herein to the contrary, in no event shall the other party be entitled to recover punitive damages against the other party with the exception that Builder, and its successors and assigns shall be entitled to recover punitive damages for a violation of Section 6 hereof.

23. **Severability**. In the event that any one or more of the clauses, covenants or provisions contained in this Agreement should be held to be unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect, in accordance with its terms.

24. **Force Majeure**. Notwithstanding any other provision of this Agreement, neither party shall be liable for a failure to perform any obligation under this Agreement, if such failure is attributable to an event causing a delay or interruption which is beyond the reasonable control of such party, such as an act of God, natural disaster, labor, dispute, judicial, legislative or governmental action, moratorium, or intervention or vandalism, until such time that the performing party has been entitled to a reasonable period of time after such event causing a delay or interruption has ceased in which to complete performance of any obligation herein.

25. **Certificates of Compliance**. Each of the parties and their respective successors in interest and permitted assigns shall, upon the written request made by the other of them or by the holder of any mortgage upon the Builder Parcel or Waterman Parcel or any parts thereof, certify in writing to the requesting party the status of such party's and the other party's compliance with the terms, provisions, covenants, conditions and restrictions set forth in this Agreement, to the extent then known and that no default is then known to exist or, if any default is then known to exist, the nature and extent of such default. Any such written certification shall be delivered to the requesting party within fifteen (15) business days after the receipt of the written request of a party entitled to make such request.

[SIGNATURE PAGES ON FOLLOWING PAGE]

WITNESSES:

Print Name: Charles L. Schuler

Print Name: Luis Lopez

WATERMAN CENTER, LLC, a Florida limited liability company

By:
Name: Ronald H. Schwartz
Title: Mgr

WITNESSES:

Print Name:

Print Name:

PARTNERS IN MINISTRY, INC., a Florida not-for-profit corporation

By:
Name:
Title:

STATE OF FLORIDA
COUNTY OF ORANGE

This instrument was acknowledged and subscribed before me on 12th Sept, 2007, by RONALD N. SCHWARTZ of **WATERMAN CENTER, LLC**, a Florida limited liability company, on behalf of the company. He ✓ is personally known to me OR ____ has produced identification _____ as identification.

DOROTHY C. PACHICO
Commission DD 697200
Expires August 3, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Signature of Notary Public-State of Florida

My commission expires: 8-3-11

STATE OF FLORIDA
COUNTY OF _____

This instrument was acknowledged and subscribed before me on _____, 2007, by _____, _____ of **PARTNERS IN MINISTRY, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He _____ is personally known to me OR _____ has produced identification _____ as identification.

Signature of Notary Public-State of Florida

My commission expires: _____

WITNESSES:

WATERMAN CENTER, LLC, a Florida limited liability company

Print Name:_____

By:_____
Name:_____
Title:_____

Print Name:_____

WITNESSES:

PARTNERS IN MINISTRY, INC., a Florida not-for-profit corporation

Print Name: DAVID M. DUNLAP

By: Charles E. Williams
Name: Charles E. Williams
Title: President

Print Name: Clyde C. Porter

STATE OF FLORIDA
COUNTY OF _____

This instrument was acknowledged and subscribed before me on _____, 2007, by _____, _____ of **WATERMAN CENTER, LLC**, a Florida limited liability company, on behalf of the company. He _____ is personally known to me OR _____ has produced identification _____ as identification.

_____
Signature of Notary Public-State of Florida

My commission expires: _____

STATE OF ~~FLORIDA~~ MS
COUNTY OF DeSoto

This instrument was acknowledged and subscribed before me on Sept. 11, 2007, by Charles E. Williams, President of **PARTNERS IN MINISTRY, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He X is personally known to me OR _____ has produced identification _____ as identification.

TONI S. PAYNE NOTARY PUBLIC DESOTO COUNTY MS

Toni S. Payne
Signature of Notary Public-State of ~~Florida~~ MS

My commission expires: My Commission Expires: June 29, 2010

ORLDOCS 10993100 9

SCHEDULE I

ENTITLEMENTS

Subject to applicable governmental ordinances, rules and regulations, including but not limited to the PUD, Purchaser shall be entitled pursuant to and subject to the Entitlement and Development Agreement, to construct the following on the Property:

1. 56 Independent Living (as defined in the PUD) units;

2. 252 Independent Living (as defined in the PUD) units to be developed as 252 apartment units;

3. 26 Independent Living (as defined in the PUD) units to be developed as an 78 bed Adult Congregate Living Facility (as defined in the PUD);

4. A 25,000 square feet (more or less) Clubhouse/commons facility (as defined in the PUD).

From: Bob Williams [rqw@wssattorneys.com]
Sent: Friday, September 12, 2014 10:05 AM
To: Mike Fitzgerald
Cc: Jacques Skutt
Subject: RE: Development Agreement - Cagan Rezoning

Hi Mike. This is a private agreement between the owners of "Parcel A" and "Parcel B" pertaining to the development of the original PUD parcel. The City is not a party to this agreement and isn't obligated to do anything and, in my opinion, this Agreement does not affect the City's right to rezone the property or amend the PUD as it sees fit. There are no vested rights in this development – nothing has ever been done out there to vest the development.

The parties to the agreement may have claims and civil remedies to each other arising out of the agreement, but those don't involve the City. If you speak to Eric Marks, invite him to call me.

See you at the meeting.

Arkyu

Robert Q. Williams
Williams, Smith & Summers, P.A.
380 W. Alfred Street
Tavares, Florida 32778
352-343-6655 *ext. 101*
352-343-4267 fax

Please visit our website at www.wssattorneys.com

CONFIDENTIALITY STATEMENT
The information contained in this electronic message transmission and accompanying attachments is from the law firm of Williams, Smith & Summers, P.A. and is confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify us by telephone (352) 343-6655 immediately. Thank you for your cooperation.

From: Mike Fitzgerald [mailto:mfitzgerald@tavares.org]
Sent: Thursday, September 11, 2014 4:05 PM
To: Bob Williams
Subject: Development Agreement - Cagan Rezoning

Bob,

The applicant that is trying to rezone 22.34 acres along Ann Rou and Huffstetler is getting some push back from surrounding property owners (Eric Marks) stating the property is subject to the enclosed Development Agreement. This rezoning will be discussed at our P&Z Board meeting on 9/18/14 and CC 2nd reading on 10/15/14.

Please let us know if you foresee any problems with this rezoning moving forward.

Thanks,

Mike

From: Jeff Cagan [mailto:JCagan@cagan.com]
Sent: Thursday, September 11, 2014 3:53 PM
To: Mike Fitzgerald; Jacques Skutt
Cc: Ted Wicks P. E. (tedwicks@wicksengineering.com)
Subject: Development Agreement

Again Thank You for your time today- Attached is the agreement we spoke about-

Jeff Cagan | President | 3856 Oakton Street | Skokie IL 60076
16554 Cagan Crossings Boulevard | Clermont FL 34714
ph: 847-324-8922 ***jeff@cagan.com***

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.
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LAKE COUNTY SCHOOLS

Leading our Children to Success

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 343-0198 · www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandeburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

September 15, 2014

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

RE: Cagan Apartment Complex Rezoning, Ordinance #2014-16

Dear Mr. Skutt:

The City is currently reviewing a rezoning request of approximately 22.34 acres from City of Tavares Planned Development to City of Tavares Residential Multi-Family (RMF-3).

As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report. The School Board of Lake County Florida believes the rezoning will not have an adverse impact on Lake County Public Schools. The following School Board comments reflect projected enrollment data from the District's Five-Year Facilities Master Plan, FY 2014-2018, and student generation rates from the Impact Fee Study.

The proposed rezoning has the potential to add 268 multi-family dwelling units that will contribute 64 new students to the Lake County School system. Based on current school attendance zones, schools that will not be adversely affected by the proposed rezoning and their projected five-year capacity status are as follows:

- **Tavares Elementary School** **5%** Under Capacity
- **Tavares Middle School** **29%** Under Capacity
- **Tavares High School** **15%** Under Capacity

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

Sincerely,

Dawn McDonald, Senior Planner
Growth Planning Department

Enclosure

LAKE COUNTY PUBLIC SCHOOLS RESIDENTIAL GROWTH IMPACT REPORT

REVIEWING AUTHORITY	**City of Tavares**
NAME / CASE NUMBER	**Cagan Apartment Complex / Ordinance #2014-16**
DEVELOPER/OWNER	**Church Loan Florida Property 1, LLC / Jeffery Cagan, Agent**
ITEM DESCRIPTION	The applicant proposes a rezoning change of 22.34 acres from City of Tavares Planned Development to City of Tavares Residential Multi-Family (RMF-3).
LOCATION	Sections 21 & 22 , Township 19S, Range 26E Located north of Huffstetler Drive, south of Appalachee Circle, east of Ann Rou Road, and west of Mt. Homer Road
CURRENT LAND USE	City of Tavares Medium Density (12 Dwelling units/1 acre)
CURRENT ZONING	City of Tavares Planned Development
PROPOSED ZONING	City of Tavares Residential Multi-Family

	SF-DU	MF-DU	Mobile	MF Impacts
NEW DU IMPACT				**268** **DUs**
STUDENT GENERATION	0.374	0.235	0.126	64
Elementary School	0.172	0.133	0.065	36
Middle School	0.085	0.051	0.029	14
High School	0.117	0.051	0.032	14

SCHOOL NAME	Projected Enrollment 2017-2018*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
Tavares Elementary	889	976	91%	925	95%	No
Tavares Middle	997	1,427	70%	1,011	71%	No
Tavares High	1,236	1,467	84%	1,250	85%	No

Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2014-2018

CSA 6

	Student Enrollment 2017-2018*	Permanent Student Capacity*	% of Permanent Capacity
Elementary School	889	976	91%
Middle School	0	0	0%
High School	1,236	1,467	84%

Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2014-2018

COMMENTS:

The proposed rezoning will add 268 multi-family dwelling units, which will not adversely impact area schools.

School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.

Prepared By: Dawn McDonald, Senior Planner, Lake County School District **Date:** 9/15/2014

Orlando Sentinel
Publication Date: 09/08/2014
Ad Number: 2651883-1 | Client Name: / PO# Mike Fitzgerald
Insertion Number: | Advertiser: City of Tavares
Size: 3 x 10.5 | Section/Page/Zone: Lake Zone/E003/LAK
Color Type: B&W | Description: Ordinance 2014-16
This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

RETIREMENT

Watch out for taxes on income

By Sandra Block
Kiplinger Consumer News Service

One of the biggest mistakes retirees make when calculating their living expenses is forgetting how big a bite state and federal taxes can take out of savings. And how you tap your accounts can make a big difference in what you ultimately pay to Uncle Sam.

Conventional wisdom has long held that you should tap taxable accounts first, followed by tax-deferred retirement accounts and then your Roth. This strategy makes sense for many retirees, but be careful if you have a lot of money in a traditional IRA or 401(k). When you turn 70½, you'll have to take required minimum distributions (RMDs) from the accounts. If the accounts grow too large, mandatory withdrawals could push you into a higher tax bracket. To avoid this problem, you may want to take withdrawals from tax-deferred accounts earlier.

Here's how retirement assets are taxed.

Tax-deferred accounts. Prepare to feel pain. Withdrawals from traditional IRAs and your 401(k) will be taxed as ordinary income, which means at your top tax bracket.

Taxable accounts. Profits from the sale of investments, such as stocks, bonds, mutual funds and real estate, are taxed at capital-gains rates, which vary depending on how long you've owned the investments. Long-term capital-gains rates, which apply to assets you have held longer than a year, can be quite favorable: If you're in the 10% or 15% tax bracket, you'll pay 0% on those gains. Most other taxpayers pay 15% on long-term gains. Short-term capital gains are taxed at your ordinary income tax rate.

Interest on savings accounts and CDs and dividends paid by your money market mutual funds is taxed at your ordinary income rate. Interest from municipal bonds is tax-free at the federal level.

Roth IRAs. Give yourself a high five if your retirement portfolio includes one of these accounts. As long as the Roth has been open for at least five years and you're 59½ or older, all withdrawals are tax-free. In addition, you don't have to take RMDs from your Roth when you turn 70½.

Social Security. Many retirees are surprised--and dismayed -- to discover that a portion of their Social Security benefits could be taxable. Whether or not you're taxed depends on what's known as your provisional income: your adjusted gross income plus any tax-free interest plus 50 percent of your benefits. If provisional income is between $25,000 and $34,000 if you're single, or between $32,000 and $44,000 if you're married, up to 50 percent of your benefits is taxable. If it exceeds $34,000 if you're single or $44,000 if you're married, up to 85 percent of your benefits is taxable.

Pensions. Payments from private and government pensions are usually taxable at your ordinary income rate, assuming you made no after-tax contributions to the plan.

Annuities. If you purchased an annuity that provides income in retirement, the portion of the payment that represents your principal is tax-free; the rest is taxable. The insurance company that sold you the annuity is required to tell you what is taxable. Different rules apply if you bought the annuity with pretax funds (such as from a traditional IRA). In that case, 100 percent of your payment will be taxed as ordinary income.

THE ARTS IN LAKE

Concert will feature classic songs at art center

By Debbie Manis
Staff Writer

Enjoy an intimate concert featuring singer Arthur "Terry" Beebe, who will sing classic songs from the Great American Songbook from 7 to 9 p.m. Saturday at the Leesburg Center for the Arts, 429 W. Magnolia St.

Patrons also can get a sneak peek of the upcoming Wings and Wildflowers art exhibit, which opens to the public Sept. 15.

There will be a cash bar.

Advance tickets are $10 and available online at leesburgcenter4arts.com or $15 at the door.

The art center recently started new gallery hours. The gallery is open Monday through Thursday from 10 a.m. to 5 p.m., 10 a.m. to 2 p.m. Friday and Saturday and evening hours during classes, meetings and special events.

For more information, call 352-365-0232.

Theater happenings

■ The Moonlight Players will present "A Midsummer Night's Dream," which opens Friday at the Warehouse Theatre, 735 W. Montrose St., Clermont.

William Shakespeare's comedy about four young lovers and the fairies they encounter is transported to the rowdy Old West with a cowboys and Indians twist.

Performances are set for 8 p.m. Fridays and Saturdays and 2:30 p.m. Sundays for four consecutive weekends.

Tickets are $18 for adults and $10 for children.

Reservations: 352-319-1116.

■ The Sunnentag Theatre at the IceHouse will present the comedy classic "Arsenic and Old Lace," which opens Friday at the theater, 1100 N. Unser St., Mount Dora.

The popular Joseph Kesselring play tells the story of two slightly eccentric sisters whose boarders keep disappearing. The sisters feel sorry for the old gents in town and concoct a poison-spiked elderberry wine for the men when they come to call. The bodies of the men are then buried by the Brewster sisters' zany brother.

The play will be presented through Oct. 5, at 7:30 p.m. Thursdays; 8 p.m. Fridays, Sept. 27 and Oct. 4; and 2 p.m. Sundays and Saturday, Sept. 20 and Oct. 4.

Tickets, from $15 to $20, are available at the box office between 1 and 5 p.m. Tuesdays through Fridays or online at icehousetheatre.com. Reservations: 352-383-4616.

The IceHouse also is accepting appointments for singing auditions for "Annie Get Your Gun" from 5:30 to 8:30 p.m. Saturday at the theater.

The musical based on the biography of Annie Oakley is filled with brassy show tunes including "There's No Business Like Show Business," "Anything You Can Do" and "You Can't Get a Man With a Gun."

The story takes place in the mid-1880s near Cincinnati. Oakley, a remarkable sharpshooter, joins Col. Buffalo Bill's traveling Wild West Show. Annie falls in love with Frank Butler, the show's featured shooting ace. She finally wins her man by deliberately losing a shooting match to him.

Female and male singers 10 and older are needed, who have strong musical theater vocal and harmonic abilities, to play leading, supporting, featured and cameo characters. Participants should prepare a standard Broadway song and bring along sheet music in the correct key for the music director.

To request an audition time, email a performing résumé and photo to darlin@icehousetheatre.com. Appointment times will be emailed. If needed, callbacks will be Sept. 14.

Music rehearsals begin the week of Sept. 15 and will meet from 7 to 10 p.m. weekdays. An occasional weekend rehearsal may be scheduled as needed. The show runs from Nov. 21 through Dec. 14.

Details: 352-383-3133, Ext. 3.

Pastel society meeting

The Pastel Society of Central Florida will meet from 10 a.m. to noon the second Saturday of every month at the Leesburg Center for the Arts, 429 W. Magnolia St.

Meetings feature an artist demonstration, membership news and fellowship.

Saturday's meeting will include a member paint-a-round. Attendees are invited to bring along their pastels.

Details: pastelsocietyofcentralflorida.com.

Sponsorships needed

Lake County Schools is seeking sponsors for its inaugural Arts & Cultural Festival scheduled for Nov. 14 from 5 to 9 p.m. at Wooton Park, 100 E. Ruby St., Tavares.

The event will showcase the arts and cultural activities by students from local schools. In addition to promoting the arts (performing and visual), the festival will provide schools an opportunity to raise money for needed supplies and equipment for arts and cultural programs.

Sponsorship levels range from $100 to $10,000.

For more information, visit artfair.lake.k12.fl.us or call Brian Payne at 352-253-6517 or email payneb@lake.k12.fl.us.

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

PAVILION

Continued from Page E1

reunion, all of which were scheduled before officials finished construction.

"We weren't expecting that," Aldrich said. "It's just kind of word of mouth right now. Still, they booked."

Drury said officials and businesses in Tavares, coined "America's Seaplane City," have already benefited from the pavilion.

"We're seeing a lot of the small businesses ... getting business from the pavilion, which quite frankly was one of the main reasons we did it was to help the economy," he said.

During the inaugural wedding, Drury said the couple booked their after party at a local restaurant. At another wedding in November, he said the bride's family booked "all the hotel rooms in the downtown [area]. Every single one of them."

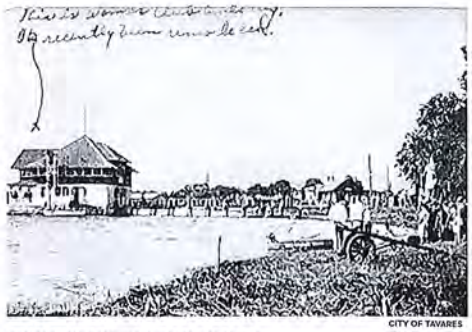
In addition, he said guests inquire about local florists, photographers and wedding planners. Drury said officials also plan to add a dock to the pavilion to accommodate guests to arrive and leave by seaplane or antique boat within the next year.

"I think we hit it out of the park," he said. "In my view, it was worth it."

jomayc@tribune.com

JERRY FALLSTROM/STAFF

Sign for Tavares Pavilion on the Lake.



CITY OF TAVARES

Vintage postcard showing former Tavares pavilion.

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THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2014-16 titled as follows:

ORDINANCE 2014-16

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 22.34 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST INTERSECTION OF ANNE ROU ROAD AND HUFFSTETLER DRIVE FROM A PLANNED DEVELOPMENT ZONING TO AN RMF-3 (RESIDENTIAL MULTI-FAMILY) ZONING; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2014-16 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on September 18, 2014, at 3 p.m.; and
2. Tavares City Council meeting on October 1, 2014, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on October 15, 2014, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2014-16 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

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

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

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

CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
September 18, 2014

BOARD MEMBERS PRESENT

Gary Santoro, Chairman
Richard Root , Vice Chairman
Morris Osborn
Norb Thomas
Howard Haynes
Bob Stomp
Steven Pueschel - Absent

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember - Absent
Dawn McDonald, Senior Planner

STAFF MEMBERS PRESENT

Jacques Skutt, Community Development Director
Mike Fitzgerald, Development Coordinator
Alisha Maraviglia, Senior Planner

CALL TO ORDER

Chairman, Gary Santoro, called the meeting to order at 3:00 p.m. and the Pledge of Allegiance was recited.

SWEARING IN OF THOSE GIVING TESTIMONY

Attorney Williams gave the oath to staff and members of the audience.

APPROVAL OF MINUTES OF AUGUST 21, 2014

The minutes were approved as submitted.

CASES HEARD

1) Cagan Property - Rezoning - Ordinance 2014-16

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

The subject property is located on the northeast intersection of Ann Rou Road and Huffstetler Drive. The property is approximately 22.34 acres in size and is owned by Church Loan Florida Property 1, LLC. Jeffery Cagan is submitting this rezoning application with the owner's authorization. The applicant desires to rezone the property to RMF-3 and to construct an apartment complex that conforms to the city's Land Development Regulations that apply to this zoning. The existing Future Land Use designation of Medium Density Residential will limit the

number of apartment units in the complex to an average of 12 dwelling units per acre. The property is presently vacant.

The existing Planned Development zoning was applied in 1994 through Ordinance 94-20. This old Planned Development annexed approximately 32 acres of land into the city and was intended to be part of a large faith-based, mixed use complex. This project did not materialize and a portion of these lands have since been parceled out and sold to other entities. Since unified control of the old Planned Development lands no longer exists and new owners desire to move forward with the development of this property, it is reasonable to allow a rezoning that is consistent with the City's long range Comprehensive Plan. City staff is preparing a proposed amendment to the Land Development Regulations that will provide for a procedure to nullify old Planned Developments that are inactive.

Prior to the issuance of any Building Permits for this project, a site plan demonstrating compliance with all applicable regulations will be required. This proposed rezoning is consistent with the existing Future Land Use presently applied to this property and staff is recommending approval of this rezoning.

Mr. Skutt communicated to the board that staff received an letter from the school board liaison indicating that there is sufficient capacity within the school system for the development. (Letter Attached)

He also informed the board that a letter had been received from Mr. Eric Marks, an authorized agent of Waterman Center LLC, stating his is opposition to the rezoning of the properties.

Attorney Williams explained that the matter Mr. Marks conveyed was a civil matter that would need to be resolved by the parties. (Letter and Associated Documents Attached)

The public comment portion began and Ms. Cecilia Bonifay introduced herself. She conveyed that she has worked extensively with the former owner and is now working with the current owner. She communicated her opinion that the use is appropriate and needed.

Mr. Wicks approached the board for the purpose of letting them know he was available to answer any site related questions.

In response to a question, it was noted that the subject site had been posted and the advertisement included the date and time of the hearing.

MOTION

Morris Osborn moved to approve Ordinance 2014-16. Richard Root seconded the motion. The motion carried 6-0.

There was no further business and the meeting adjourned at approximately 3:13 p.m.

Respectfully submitted,

_____

Alisha Maraviglia, Senior Planner

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TAVARES
America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 5 **SECOND READING**

SUBJECT TITLE: **Ordinance 2014-17**
Amendment to City's Code of Ordinances-Golf Carts
Requirement for Driver's License to Operate

OBJECTIVE:

To consider text amendments to Chapter 13 of the City's Code of Ordinances providing for the requirement that drivers of golf carts operating on public roads within the City of Tavares must possess a valid driver's license.

SUMMARY:

On August 20, 2014, City Council directed staff to prepare a draft amendment to the City's regulations that would require drivers of golf carts operating on public roads to possess a valid driver's license. If operating under a Class E- learner license, the driver must be accompanied by a licensed driver who is at least 21 years old. The Code, as presently stated, only requires that operators of golf carts be at least sixteen years of age with no requirement for a driver's license. This proposed amendment to the Code adds that the operator must possess a valid driver's license issued within the United States in addition to being at least sixteen years of age.

OPTIONS:

1. That City Council moves to approve Ordinance 2014-17.
2. That City Council denies the proposed ordinance.

STAFF RECOMMENDATION:

Staff recommends that that City Council moves to approve Ordinance 2014-17.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2014-17

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE CITY OF TAVARES CODE OF ORDINANCES BY AMENDING SECTION 13-63; SECTION 13-64 AND SECTION 13-65; REQUIRING THAT DRIVERS OF GOLF CARTS POSSESS A VALID DRIVER'S LICENSE ISSUED WITHIN THE UNITED STATES; PROVIDING FOR SEVERABLILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That Section 13-63; Section 13-64 and Section 13-65 of the City of Tavares Code of Ordinances is hereby amended as follows:

Sec. 13-63. Operation of Golf Carts in the Community Redevelopment Area

(a) *Definition of "golf cart".* Pursuant to F.S. § 320.01(22), a "golf cart" is defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

(b) *Authorization to operate golf carts within the Community Redevelopment Area.* Golf carts meeting the definition set forth in subsection (a) may be operated within the boundaries of the community redevelopment area (CRA) on such streets designated therein for golf cart usage. Such signage will reference this ordinance as required by F.S. § 316.212(7).

(c) *Equipment and minimum standards.* All golf carts operated within the community redevelopment area shall meet the minimum equipment standards established by state statutes. Golf carts that are operated between the hours before sunrise and after sunset must be equipped with headlights, brake lights, rear view mirror, turn signals, and a windshield.

(d) *Hours of operation.* Golf carts meeting the equipment standards established in subsection (c) for operation between the hours before sunrise and after sunset may be operated at anytime during the day or night. Golf carts that do not meet these additional standards shall only be operated during the hours between sunrise and sunset.

(e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic and parking violations in the same manner as motor vehicles.

(f) *Operation.* Drivers of a golf cart must possess a valid driver's license issued within the United States. If operating under a Class E- learner license, the driver must be accompanied by a licensed driver who is at least 21 years old. The number of occupants of a golf cart may not exceed the number of seats. No person is to stand while the golf cart is in motion.

(g) *Enforcement.* The city shall have the authority to enforce the provisions set forth herein and applicable traffic laws.

(h) *Conflicts.* All resolutions or parts of resolutions in conflict with any of the provisions of this section are hereby repealed. This section shall not repeal prior resolutions or provisions that established specific golf cart communities, nor prevent the establishment of additional golf cart communities within the city.

Sec. 13-64 Operation of golf carts on public roads.

(a) *Definitions*

"Golf cart". Pursuant to F.S. § 320.01(22), a "golf cart" is defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

"Public City Road" shall mean any thoroughfare maintained by the City of Tavares that is commonly used for vehicular traffic.

(b) *Authorization to operate golf carts on Public City Roads.* Golf carts meeting the definition set forth in subsection (a) may be operated on all public city roads within the City limits where the posted speed limit is thirty-five (35) miles per hour or less. Golf carts may not operate on or cross State Highways unless authorized by the Department of Transportation pursuant to F.S. § 316.212(2).

(c) *Equipment and minimum standards.* All golf carts operated on public city roads shall meet the minimum equipment standards established by state statutes. Golf carts that are operated between the hours before sunrise and after sunset must be equipped with headlights, brake lights, rear view mirror, turn signals, and a windshield.

(d) *Hours of operation.* Golf carts meeting the equipment standards established in subsection (c) for operation between the hours before sunrise and after sunset may be operated at anytime during the day or night. Golf carts that do not meet these additional standards shall only be operated during the hours between sunrise and sunset.

(e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic and parking violations in the same manner as motor vehicles.

(f) *Operation.* Drivers of a golf cart must possess a valid driver's license issued within the United States and must be at least sixteen (16) years of age. If operating under a Class E- learner license, the driver must be accompanied by a licensed driver who is at least 21 years old. ~~Drivers of golf carts must be at least sixteen (16) years of age.~~ The number of occupants of a golf cart may not exceed the number of seats. No person is to stand while the golf cart is in motion.

(g) *Enforcement.* The city shall have the authority to enforce the provisions set forth herein and applicable traffic laws.

(h) *Conflicts.* All resolutions or parts of resolutions in conflict with any of the provisions of this section are hereby repealed. This section shall not repeal prior resolutions or provisions that established specific golf cart communities, nor prevent the establishment of additional golf cart communities within the city.

Sec. 13-65. Operation of Golf Carts on County Roads

(a) *Definitions*

"Golf cart". Pursuant to F.S. § 320.01(22), a "golf cart" is defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

"County Road" shall mean any thoroughfare maintained by the Lake County that is commonly used for vehicular traffic.

(b) *Authorization to operate golf carts on County Roads.* Golf carts meeting the definition set forth in subsection (a) may be operated on the following County Roads within the City limits where the posted speed limit is thirty-five (35) miles per hour or less. Golf carts may not operate on or cross State Highways unless authorized by the Department of Transportation pursuant to F.S. § 316.212(2).

(1) Alfred Street within the Community Development Area
(2) Dora Avenue
(3) Dead River Road
(4) Other County Roads that may receive future designation for this use from Lake County pursuant to F.S. § 316.212(1).

(c) *Equipment and minimum standards.* All golf carts operated on County Roads shall meet the minimum equipment standards established by state statutes. Golf carts that are operated between the hours before sunrise and after sunset must be equipped with headlights, brake lights, rear view mirror, turn signals, and a windshield.

(d) *Hours of operation.* Golf carts meeting the equipment standards established in subsection (c) for operation between the hours before sunrise and after sunset may be operated at anytime during the day or night. Golf carts that do not meet these additional standards shall only be operated during the hours between sunrise and sunset.

(e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic and parking violations in the same manner as motor vehicles.

(f) *Operation.* Drivers of a golf cart must possess a valid driver's license issued within the United States and must be at least sixteen (16) years of age. If operating under a Class E- learner license, the driver must be accompanied by a licensed driver who is at least 21 years old. ~~Drivers of golf carts must be at least sixteen (16) years of age.~~ The number of occupants of a golf cart may not exceed the number of seats. No person is to stand while the golf cart is in motion.

(g) *Enforcement.* The city shall have the authority to enforce the provisions set forth herein and applicable traffic laws.

(h) *Conflicts.* All resolutions or parts of resolutions in conflict with any of the provisions of this section are hereby repealed. This section shall not repeal prior resolutions or provisions that established specific golf cart communities, nor prevent the establishment of additional golf cart communities within the city.

Section 2. Severability and Conflicts

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

Section 3. Effective Date

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

PASSED AND ADOPTED this_____ day of _____, 2014 by the City

Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

Publication: Orlando Sentinel; Date: Oct 5, 2014; Section: Lake Sentinel; Page: JA13

Legal Notices

Public Hearing Notices

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2014-17, Second Reading, on October 15, 2014 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2014-17

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE CITY OF TAVARES CODE OF ORDINANCES BY AMENDING SECTION 13-63; SECTION 13-64 AND SECTION 13-65; REQUIRING THAT DRIVERS OF GOLF CARTS POSSESS A VALID DRIVER'S LICENSE ISSUED WITHIN THE UNITED STATES; PROVIDING FOR SEVERABLILITY AND PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the Office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK2697169 10/05/2014

201417

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 6 **SECOND READING**

SUBJECT TITLE: **Ordinance 2014-18**
Amendment to City's Land Development Regulations
Full Service/Stand Alone Bars

OBJECTIVE:

To consider an amendment to the city's Land Development Regulations that would allow full service bars without the necessity of food sales in the Commercial Downtown and Highway Commercial zoning districts.

SUMMARY:

On August 20, 2014, City Council directed staff to prepare a draft amendment to the City's Land Development Regulations that would permit full service bars in the Commercial Downtown and Highway Commercial zoning districts. At present, a full service bar (a bar that sells liquor for onsite consumption) is allowed only in restaurants. To be classified as a restaurant, at least 50% of the gross revenue must be derived from the sale of food and non-alcoholic beverages.

The draft ordinance amends Table 8-2, Permitted and Special Uses with Associated Notes of the Land Development Regulations by adding "Bar" as a permitted use in the CD and C-2 zoning districts. The term "Bar" is already included and defined in our regulations and does not need to be amended.

Bar: *This term includes tavern, cocktail lounge, nightclub, saloon, and the like. Any establishment wherein alcoholic beverages are sold or dispensed for consumption on premises and where the annual gross revenue from the sale of alcoholic beverages is fifty-one percent (51%) or greater of the total gross revenue of the establishment; or any establishment wherein alcoholic beverages are sold or dispensed for consumption on premises which displays a sign that is visible from outside the establishment that advertises alcoholic beverages; or where alcoholic beverages are sold or dispensed for consumption on premises, where private recreational activities are available to the patron of that establishment. Such recreational uses include, but are not limited to, pool tables, dart games, air hockey, dancing, live entertainment, karaoke, pinball or video machines.*

OPTIONS:

1. That City Council moves to approve Ordinance 2014-18.
2. That City Council denies the proposed ordinance.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2014-18.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2014-18

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, BY ALLOWING BARS IN THE CD (COMMERCIAL DOWNTOWN) ZONING DISTRICT AND IN THE C-2 (HIGHWAY COMMERCIAL) ZONING DISTRICT; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2005, the City of Tavares adopted the Land Development Regulations, specifying therein that liquor, beer and wine sales for on premise consumption was not permitted except when done in conjunction with a restaurant deriving at least fifty percent (50%) of its gross revenue from the sale of food and non-alcoholic beverages; and

WHEREAS, on October 17, 2012, City Council passed Ordinance 2012-26 that amended the Land Development Regulations to allow stand alone beer and wine bars in our CD (Commercial Downtown) District; and

WHEREAS, to be consistent with other local municipalities within Lake County, the City now desires to amend the Land Development Regulations to allow full service stand alone bars that also serve liquor as a permitted use in the CD (Commercial Downtown) and in the C-2 (Highway Commercial) zoning districts; and

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

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

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

Section 1. Amendment to Table 8-2, Permitted and Special Uses with Associated Notes

Adding Bar as a permitted use within the CD (Commercial Downtown) and C-2 (Highway Commercial) Zoning Districts.

Private Clubs and Lodges, Community Centers, Civic and Social Organization facilities							(1)	P (11)	P	P	P	P	(1)
	RSF-A	**RSF-1**	**RMF-2**	**RMF-3**	**RMH-P**	**RMH-S**	**PD**	**MU**	**CD**	**C-1**	**C-2**	**I**	**PFD**
Parks, play grounds, recreational areas and recreational or community structures owned and maintained by any private non-profit or for-profit association							(1)		S	S	P	P	
Public Parks, Play grounds and Recreation Areas							(1)						P
General Cultural Uses							(1)	P (11)	P	P	P	P	P
Auditoriums, stadiums, arenas, and expositions							(1)				S	S	P
Health or Fitness uses							(1)	P (11)	P	P	P		
Family / General Entertainment uses							(1)		P	P	P	P	
BUSINESS AND COMMERCIAL USES													
Business and Professional office uses							(1)	P (11)	P	P	P	P	
Banks and Financial Institutions							(1)		P	P	P		
Grocery Stores							(1)				P		
Convenience Store (not including gas/fuel sales)							(1)	S (11)	P	P	P	P	
Convenience Store (including gas/fuel sales)							(1)				P	P	
Retail, General Business, or Personal Service							(1)	P (11)	P	P	P		
Retail, General Business, or Personal Service > 50K sq ft. – single use							(1)				P		
Personal Service or Specialty Shop with light retail							(1)	P (11)					
Retail plant nursery							(1)				P	P	
Medical/Dental/Optical Supplies Stores							(1)		P	P	P		
Medical and Dental/Optical Laboratories							(1)			S	P		
Restaurant / Food Service / Food Retail							(1) (20)	P (11) (20)	P (20)	P (20)	P (20)	P (20)	
Bar									P		P		
Bar-Wine and Beer									P		P		
Adult Entertainment Establishments												S (22)	
Child Care Centers	P (8)	P (8)	P (8)	P (8)	P (8)	P (8)	(1)	S (9)	S (9)	S (9)	S (9)		
Business and Technical Trade Schools							(1)		P	P	P	P	
Vocational and Industrial Trade Schools											S	P	
Animal hospital, veterinary clinic or animal boarding with boarding of							(1)			P	P	P	

animals in completely enclosed buildings.													
Pet Stores that may include retail, grooming services, and boarding of domestic animals									P (29)	P (29)	P (29)		
Laundromats/Dry Cleaning (self service)							(1)	S (11)	P	P	P		
Laundry/Dry Cleaners without drive-through pickup (no on-site processing, not self service)							(1)	S (11)	P	P	P		
Laundry/Dry Cleaners with drive-through pick-up (no on-site processing, not self service)							(1)			P	P		
Laundry/Dry Cleaners with on-site processing							(1)				P	P	
Automobile/Truck, boat, motorcycle, recreational vehicles sales & rental											S (12)	P (12)	
Automobile/Truck Parts Sales											P	P	
Automobile/Truck/Motorcycle/Boat repair & service											P (13)	P (13)	

(20) Restaurants that allow the consumption of alcoholic beverages on premises are classified for zoning purposes as "restaurants" provided the establishment holds a valid state alcoholic beverage license for such purpose and provided at least fifty percent (50%) of its gross revenue is derived from the sale of food and non alcoholic beverages.

Section 2. Severability and Conflicts

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

Section 3. Effective Date

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

PASSED AND ADOPTED this _____ day of _____, 2014 by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Second Reading: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

Publication: Orlando Sentinel; Date: Oct 5, 2014; Section: Lake Sentinel; Page: JA13

Legal Notices

Public Hearing Notices

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2014-19, Second Reading, on October 15, 2014 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2014-19

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 10.5, LICENSES AND BUSINESS REGULATIONS BY AMENDING ARTICLE VIII, REGULATIONS FOR TEMPORARY FOOD ESTABLISHMENTS AND MOBILE FOOD VENDORS; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the Office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK2697097 10/5/2014

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2014-18, Second Reading, on October 15, 2014 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2014-18

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, BY ALLOWING BARS IN THE CD (COMMERCIAL DOWNTOWN) ZONING DISTRICT AND IN THE C-2 (HIGHWAY COMMERCIAL) ZONING DISTRICT; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the Office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK2697280 10/5/2014

2014-18

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 7 **SECOND READING**

SUBJECT TITLE: **Ordinance 2014-19**
Amendment to City's Code of Ordinances
Mobile Food Vendors

OBJECTIVE:

To consider text amendments to Chapter 10 of the City's Code of Ordinances providing for the revision of the regulations governing mobile food vendors within the City of Tavares.

SUMMARY:

On August 20, 2014, City Council received a request from local restaurant owners to reconsider our code regulations governing mobile food vendors. It was the opinion of these restaurant owners that mobile food vendors directly compete with restaurants without incurring the expenses required to maintain a brick and mortar establishment. Council directed staff to prepare an amending ordinance with options that would address this concern.

In summary, our existing code allows three types of mobile food vendors:

1. **Sidewalk Mobile Food Venders** (limited to commercial downtown only).

2. **Truck Venders** that travel our roads and may park for a maximum of 15 minutes to sell food (e.g. ice cream trucks, lunch wagons).

3. Mobile food venders that operate on **private property**. (Can only be on property that is commercially zoned for a restaurant. Must be self contained (not tied to electricity or water) and must be removed from the property between 9PM and 6AM.)

Through the Code of Ordinances, the City has the authority to allow or not allow all or some of these three types of mobile food vendors. Further, the City may modify the regulations governing these. Staff has drafted a proposed ordinance with five options. All of these options (1-5) would address the comments and concerns of the downtown restaurant owners with the options becoming more restrictive towards mobile food vendors. Regardless of the option chosen, mobile food vendors in possession of a valid annual license may continue to operate until the expiration of their license. At present there are two active licenses for mobile food vending within the city.
Staff views option 1 as the most easily enforceable and least restrictive option. (Options attached)

OPTIONS:

Five possible options are attached to this report.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2014-19 with (Option 1).

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

MOBILE FOOD VENDOR OPTIONS
ORDINANCE 2014-19

Option 1- No Sidewalk Vending

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes.

Option 2- No Sidewalk Vending
No Lunch/Ice Cream Trucks except in Residential Zones

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes and may only park in Residentially Zoned Districts.

Option 3-No Sidewalk Vendors or Lunch/Ice Cream Trucks within 500' of Existing Restaurants

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.
2. On Public Sidewalks within the Commercial Downtown District with the condition that the vendor is located a minimum of 500' from a licensed restaurant, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes with the condition that the vendor is parked a minimum of 500' from a licensed restaurant.

Option 4 – No sidewalk vendors, Lunch/Ice Cream Trucks only in Residential Zones and only on Commercial Private Property with the exception of the Downtown

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use with the exception that Mobile Food vendors may not locate on private property within the Commercial Downtown District.
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes and may only park in Residentially Zoned Districts

Option 5- No sidewalk vendors, no lunch/ice cream trucks, no vendors on private property

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. ~~On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.~~
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~

3. ~~Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes.~~

ORDINANCE 2014-19

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 10.5, LICENSES AND BUSINESS REGULATIONS BY AMENDING ARTICLE VIII, REGULATIONS FOR TEMPORARY FOOD ESTABLISHMENTS AND MOBILE FOOD VENDORS; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 7, 2008, the City of Tavares adopted Ordinance 2008-10, an ordinance that added Article VIII, Regulations for Temporary Food Establishments and Mobile Food Vendors, to Chapter 10.5 of the Code of Ordinances; and

WHEREAS, on August 20, 2008, the City of Tavares adopted Ordinance 2008-29, an ordinance that amended these regulations by adding restrictions to the sidewalk area that a mobile food vendor could occupy ; and

WHEREAS, on January 21, 2009, the City of Tavares adopted Ordinance 2008-44 that further amended these regulations by adding time and noise restrictions to mobile food vendors operating on private properties; and

WHEREAS, the City of Tavares now desires to amend the regulations pertaining to Mobile Food Vendors to insure that these vendors do not present unfair competition to the City's licensed and taxpaying restaurant owners; and

WHEREAS, the City of Tavares has proposed these changes and has determined that it is appropriate and in accordance with protecting the health, safety and welfare of the community; therefore;

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

Section 1. Text Amendment.

That the City of Tavares Code of Ordinances, Article VIII of Chapter 10.5 be amended as follows:

Sec. 10.5-260 -10.5-270. Reserved

ARTICLE VIII. TEMPORARY FOOD ESTABLISHMENTS AND MOBILE FOOD VENDORS

Section 10.5-271. Short Title

This article may be known and cited as the City of Tavares Temporary Food Establishment and Mobile Food Vendors Ordinance.

Section 10.5-272. Purpose

The purpose of this article is to establish licensing procedures and governing regulations for temporary food establishments and mobile food vending businesses operating within the City of Tavares.

Section 10.5-273. Definitions

For the purpose of this article, the following terms shall apply:

Food means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.

Food Service Establishment means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

Mobile Food Unit shall mean a vehicle mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile Food Units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as may be amended.

Mobile Food Vendor shall mean the owner or operator of a food service establishment from a mobile food unit. Persons selling fresh fruits, fresh vegetables from trucks, trailers or similar conveyances shall not be considered mobile food vendors.

Temporary Food Service Establishment shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied for and obtained from the City of Tavares including but not limited to fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically defined area of the municipality for a specified period of time.

Public Ways shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the of the City, County, State or Federal Governments.

Public Sidewalks shall mean that portion of a Public Way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the Public Way intended for vehicular traffic or parking spaces delineated for public vehicular parking.

Public Property shall mean all property, real and personal, belonging to the City, County, State or Federal Governments, excluding that which is used and /or intended for use by vehicular or pedestrian traffic and defined herein as a public way.

Section 10.5-274. Requirement for License

No person shall engage in the sale of food as a mobile food vendor without first obtaining a License as a Mobile Food Vendor from the City of Tavares.

A license tax in the amount of $100.00 for each Mobile Food Unit to be operated by the Mobile Food Vendor shall be payable prior to the issuance of a license.

Exemption: Temporary Food Service Establishments are not required to obtain this license.

Section 10.5-275. License Applications

Applications for mobile food vendor licenses shall be made at the Community Development office on a form furnished by the City. The application shall state the applicant's full name and residential address, the business name under which that applicant will be operating and the business address if applicable, a brief description of the food to be sold, the license or registration number of each vehicle from which sales will be made (if licensed to travel on public roads).

The applicant must also provide a copy of the appropriate health approval licenses from the State of Florida that may be required at the time of issuance of the license.

Section 10.5-276. Public Ways; Indemnification of City; Insurance.

Prior to the issuance of a license for mobile food vending on public ways, the applicant shall furnish the city with a signed statement that the licensee shall hold harmless the city, its officers and employees and shall indemnify the city, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.

The licensee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than $1,000,000.00 for bodily injury, property damage, or any

claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the city, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the license period without 45 days' written notice to the Director of Community Development at the address shown in the permit. The applicant shall provide proof of necessary insurance prior to receiving the license.

Option 1- No Sidewalk Vending

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes.

Mobile Food Vendors operating on private property must remove from the property all Mobile Food Units, vendor equipment and appurtenances of the vending operation between the hours of 9:00 P.M. and 6:00 A.M. During this time period, on-site storage of such units, equipment and appurtenances may be permitted within fully enclosed buildings provided the storage complies with the City of Tavares' Code of Ordinances and Land Development Regulations. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.

~~Mobile Food Vendors operating on public sidewalks must remove all Food Units, vendor equipment and appurtenances of the vending operation from public property between the hours of 9:00 P.M. and 6:00 A.M.. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.~~

The temporary storage of Mobile Food Units, equipment and appurtenances must be in accordance with the City of Tavares' Code of Ordinances and Land Development Regulations.

Mobile Food Units shall be self-contained and shall not be connected to the city water or sewer utilities and shall not utilize electrical power derived from a stationary, permanent power source.

Electrical power supplied to mobile food units and vending equipment shall be limited to portable generators with a maximum noise output rating not to exceed 70 decibels as confirmed by the manufacturer's specifications for that model of generator.

No onsite parking, seating areas, patios or other such improvements shall be made to private property associated with mobile food vending operations unless a site plan has been approved by the City of Tavares.

Issuance of a mobile food vendor license shall not entitle the licensee to conduct business exclusively at any specific location. ~~on any street or sidewalk. The City may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at anytime.~~

Mobile Food Units shall be registered as required by State law and vendors shall not operate, move, park, stop or stand any mobile food unit on the city streets unless the vehicle is equipped as required by State law.

~~Mobile Food Vendors operating on City sidewalks shall not impede normal pedestrian traffic. A minimum of three (3) feet clearance for pedestrian use shall be maintained at all times.~~

~~A Mobile Food Unit shall not occupy an area greater than one hundred (100) square feet on a Public Sidewalk. Canopies, coolers, chairs or similar accessories shall be included in this area.~~

~~Vehicles used to tow Mobile Food Units shall only park on Main Street during the time needed to facilitate the transportation of the Mobile Food Unit.~~

Mobile Food Vendors shall not create or contribute to a potential safety or hazardous situation or condition on public or private property.

Mobile Food Vendors shall comply with all State and City traffic and parking, stopping and standing laws, ordinances and regulations.

Mobile Food Units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's sales. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred foot (100') radius.

Option 2- No Sidewalk Vending
No Lunch/Ice Cream Trucks except in Residential Zones

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~

3 Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes and may only park in Residentially Zoned Districts..

Mobile Food Vendors operating on private property must remove from the property all Mobile Food Units, vendor equipment and appurtenances of the vending operation between the hours of 9:00 P.M. and 6:00 A.M. During this time period, on-site storage of such units, equipment and appurtenances may be permitted within fully enclosed buildings provided the storage complies with the City of Tavares' Code of Ordinances and Land Development Regulations. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.

~~Mobile Food Vendors operating on public sidewalks must remove all Food Units, vendor equipment and appurtenances of the vending operation from public property between the hours of 9:00 P.M. and 6:00 A.M.. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.~~

The temporary storage of Mobile Food Units, equipment and appurtenances must be in accordance with the City of Tavares' Code of Ordinances and Land Development Regulations.

Mobile Food Units shall be self-contained and shall not be connected to the city water or sewer utilities and shall not utilize electrical power derived from a stationary, permanent power source.

Electrical power supplied to mobile food units and vending equipment shall be limited to portable generators with a maximum noise output rating not to exceed 70 decibels as confirmed by the manufacturer's specifications for that model of generator.

No onsite parking, seating areas, patios or other such improvements shall be made to private property associated with mobile food vending operations unless a site plan has been approved by the City of Tavares.

Issuance of a mobile food vendor license shall not entitle the licensee to conduct business exclusively at any specific location. ~~on any street or sidewalk. The City may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at anytime.~~

Mobile Food Units shall be registered as required by State law and vendors shall not operate, move, park, stop or stand any mobile food unit on the city streets unless the vehicle is equipped as required by State law.

~~Mobile Food Vendors operating on City sidewalks shall not impede normal pedestrian traffic. A minimum of three (3) feet clearance for pedestrian use shall be maintained at all times.~~

~~A Mobile Food Unit shall not occupy an area greater than one hundred (100) square feet on a Public Sidewalk. Canopies, coolers, chairs or similar accessories shall be included in this area.~~

~~Vehicles used to tow Mobile Food Units shall only park on Main Street during the time needed to facilitate the transportation of the Mobile Food Unit.~~

Mobile Food Vendors shall not create or contribute to a potential safety or hazardous situation or condition on public or private property.

Mobile Food Vendors shall comply with all State and City traffic and parking, stopping and standing laws, ordinances and regulations.

Mobile Food Units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's sales. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred foot (100') radius.

Option 3- No Sidewalk Vendors or Lunch/Ice Cream Trucks within 500' of Existing Restaurants (Councilor's Smith's Suggestion)

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use.
2. On Public Sidewalks within the Commercial Downtown District with the condition that the vendor is located a minimum of 500' from a licensed restaurant, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes with the condition that the vendor is parked a minimum of 500' from a licensed restaurant.

Mobile Food Vendors operating on private property must remove from the property all Mobile Food Units, vendor equipment and appurtenances of the vending operation between the hours of 9:00 P.M. and 6:00 A.M. During this time period, on-site storage of such units, equipment and appurtenances may be permitted within fully enclosed buildings provided the storage complies with the City of Tavares' Code of Ordinances and Land Development Regulations. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.

Mobile Food Vendors operating on public sidewalks must remove all Food Units, vendor equipment and appurtenances of the vending operation from public property between the hours of 9:00 P.M. and 6:00 A.M. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.

The temporary storage of Mobile Food Units, equipment and appurtenances must be in accordance with the City of Tavares' Code of Ordinances and Land Development Regulations.

Mobile Food Units shall be self-contained and shall not be connected to the city water or sewer utilities and shall not utilize electrical power derived from a stationary, permanent power source.

Electrical power supplied to mobile food units and vending equipment shall be limited to portable generators with a maximum noise output rating not to exceed 70 decibels as confirmed by the manufacturer's specifications for that model of generator.

No onsite parking, seating areas, patios or other such improvements shall be made to private property associated with mobile food vending operations unless a site plan has been approved by the City of Tavares.

Issuance of a mobile food vendor license shall not entitle the licensee to conduct business exclusively at any specific location or on any street or sidewalk. The City may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at anytime.

Mobile Food Units shall be registered as required by State law and vendors shall not operate, move, park, stop or stand any mobile food unit on the city streets unless the vehicle is equipped as required by State law.

Mobile Food Vendors operating on City sidewalks shall not impede normal pedestrian traffic. A minimum of three (3) feet clearance for pedestrian use shall be maintained at all times.

A Mobile Food Unit shall not occupy an area greater than one hundred (100) square feet on a Public Sidewalk. Canopies, coolers, chairs or similar accessories shall be included in this area.

Vehicles used to tow Mobile Food Units shall only park on Main Street during the time needed to facilitate the transportation of the Mobile Food Unit.

Mobile Food Vendors shall not create or contribute to a potential safety or hazardous situation or condition on public or private property.

Mobile Food Vendors shall comply with all State and City traffic and parking, stopping and standing laws, ordinances and regulations.

Mobile Food Units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's sales. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred foot (100') radius.

Option 4 – No sidewalk vendors, Lunch/Ice Cream Trucks only in Residential Zones and only on Commercial Private Property with the exception of the Downtown

Section 10-5-277. Standards for issuance.

Mobile Food Vendors shall be allowed to operate at the following locations subject to compliance with regulations contained within this Article:

1. On private property with the written permission of the owner. If operating on private property, it must be on land bearing a zoning designation that allows a restaurant as a permitted use with the exception that Mobile Food vendors may not locate on private property within the Commercial Downtown District.
2. ~~On Public Sidewalks within the Commercial Downtown District, with the exception that on sidewalks abutting the Lake County downtown campus, mobile vendors may only operate at locations specified in "Exhibit A".~~
3. Mobile Food vendors operating self-propelled Mobile Food Units such as lunch wagons and ice-cream trucks may travel on public streets, but may only park in a public parking space for a period not to exceed 15 minutes and may only park in Residentially Zoned Districts

Mobile Food Vendors operating on private property must remove from the property all Mobile Food Units, vendor equipment and appurtenances of the vending operation between the hours of 9:00 P.M. and 6:00 A.M. During this time period, on-site storage of such units, equipment and appurtenances may be permitted within fully enclosed buildings provided the storage complies with the City of Tavares' Code of Ordinances and Land Development Regulations. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.

~~Mobile Food Vendors operating on public sidewalks must remove all Food Units, vendor equipment and appurtenances of the vending operation from public property between the hours of 9:00 P.M. and 6:00 A.M.. This requirement does not apply to a Temporary Food Service Establishment as defined in this ordinance.~~

The temporary storage of Mobile Food Units, equipment and appurtenances must be in accordance with the City of Tavares' Code of Ordinances and Land Development Regulations.

Mobile Food Units shall be self-contained and shall not be connected to the city water or sewer utilities and shall not utilize electrical power derived from a stationary, permanent power source.

Electrical power supplied to mobile food units and vending equipment shall be limited to portable generators with a maximum noise output rating not to exceed 70 decibels as confirmed by the manufacturer's specifications for that model of generator.

No onsite parking, seating areas, patios or other such improvements shall be made to private property associated with mobile food vending operations unless a site plan has been approved by the City of Tavares.

Issuance of a mobile food vendor license shall not entitle the licensee to conduct business exclusively at any specific location. ~~on any street or sidewalk. The City may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at anytime.~~

Mobile Food Units shall be registered as required by State law and vendors shall not operate, move, park, stop or stand any mobile food unit on the city streets unless the vehicle is equipped as required by State law.

~~Mobile Food Vendors operating on City sidewalks shall not impede normal pedestrian traffic. A minimum of three (3) feet clearance for pedestrian use shall be maintained at all times.~~

~~A Mobile Food Unit shall not occupy an area greater than one hundred (100) square feet on a Public Sidewalk. Canopies, coolers, chairs or similar accessories shall be included in this area.~~

~~Vehicles used to tow Mobile Food Units shall only park on Main Street during the time needed to facilitate the transportation of the Mobile Food Unit.~~

Mobile Food Vendors shall not create or contribute to a potential safety or hazardous situation or condition on public or private property.

Mobile Food Vendors shall comply with all State and City traffic and parking, stopping and standing laws, ordinances and regulations.

Mobile Food Units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's sales. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred foot (100') radius.

Option 5- No sidewalk vendors, no lunch/ice cream trucks, no vendors on private property

Article V111 would be deleted from the Code of Ordinances

Section 10.5-278. Display of License

The Mobile Vendor must attach the License issued pursuant to this Article to the Mobile Food Unit, at a location conspicuous to the public at all times.

Section 10.5-279. Grounds for Revocation of License

The City Council may revoke a Mobile Vendors License for any of the following reasons:

1. The licensee or any of the licensee's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the licensee's business.
2. False statements on the license application.
3. Failure to comply with any State health or food vending regulations.

4. The licensee or any of the licensee's agents or employees violates any provision of this Article.
5. Revocation by any jurisdiction of any other business related license or permit held by licensee;
6. The licensee is convicted in any jurisdiction of any felony or crime of moral turpitude.
7. The licensee operates the mobile food unit in a manner that violates State and City traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.

Section 10.5-280. License Expiration

~~The license issued pursuant to this article will be valid for a period of one year from the date of issuance. A renewal may be issued using the procedures provided for in this article for the granting of a new license.~~

Mobile Food Vendors in possession of a valid license issued by the City of Tavares may continue to operate their business for a period of one year from the date of the issuance of their license provided they remain in compliance with the code regulations in effect at the time of the issuance of the license. The license is valid for a period of one year from the date of issuance. Upon expiration of the annual license, the Mobile Food Vendor may renew the license using the procedures provided for in this article for the granting of a new license. Any Mobile Food Vendor operating under a new or renewed license must comply with the regulations provided by the Tavares Code of Ordinances in effect at the time of issuance.

Section 2. Severability and Conflicts

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

Section 3. Effective Date

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

PASSED AND ADOPTED this _____ day of _____, 2014 by the City Council of the City of Tavares, Florida.

Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

EXHIBIT A.
POTENTIAL MOBILE FOOD VENDOR SITES ADJACENT TO THE LAKE COUNTY GOVERNMENT DOWNTOWN CAMPUS

1.
The sidewalk on the south side of Main Street, east of the main entrance to the County Administration Building, in the vicinity of the bus stop.

2.
The sidewalk on the south side of Main Street immediately west of the County Administration Building on the decorative brick walking area near the U.S. Mail box and the Stop sign.

3.
The sidewalk on the southeast corner of Sinclair and Main Street in the area surrounding the large oak tree.

4.
The sidewalk on the southwest corner of Sinclair and Main Street.

5.
The sidewalk on the north side of Main Street between 416 W. Main Street and Pulsifer Avenue.

OPTION 3 Only

Publication: Orlando Sentinel; Date: Oct 5, 2014; Section: Lake Sentinel; Page: JA13

Legal Notices

Public Hearing Notices

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2014-19, Second Reading, on October 15, 2014 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2014-19

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 10.5, LICENSES AND BUSINESS REGULATIONS BY AMENDING ARTICLE VIII, REGULATIONS FOR TEMPORARY FOOD ESTABLISHMENTS AND MOBILE FOOD VENDORS; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the Office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK2697097 10/5/2014

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2014-18, Second Reading, on October 15, 2014 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2014-18

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, BY ALLOWING BARS IN THE CD (COMMERCIAL DOWNTOWN) ZONING DISTRICT AND IN THE C-2 (HIGHWAY COMMERCIAL) ZONING DISTRICT; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the Office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK2697280 10/5/2014

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2014-19

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 15, 2014

AGENDA TAB NO. 8

SUBJECT TITLE: Approve Resolution No. 2014-28 to amend the Mass Mutual (Hartford) General Employee Plan, 7763, to comply with IRS Revenue Ruling 2013-17 for Marriage recognition requirements.

OBJECTIVE:
To approve Resolution No. 2014-28 providing for an Amendment to the City of Tavares General Employees Defined Contribution Plan with the MassMutual Financial Group (Hartford), 007763, to meet IRS Revenue Ruling 2013-17 for Marriage Recognition to maintain "qualified" status.

SUMMARY:
In 2006, the City provided membership to current employees to the Florida Retirement System (FRS). This election was irrevocable. Employees electing FRS membership were by irrevocable election moved to the FRS, future employees are mandatory members of the FRS. After the conversion to the FRS plan, nine employees remained members of the City of Tavares, Hartford, Defined Contribution Plan now called the City of Tavares MassMutual Financial Group Defined Contribution Plan. A name change is due to the acquisition of the Hartford Plan by the MassMutual Financial Group.

The Internal Revenue Service (IRS) requires plan amendment changes to address IRS Rulings, Legislation or other Actions of Law. Due to the Supreme Court Case, United States v Windsor, the IRS has issued Revenue Ruling 2013-17 which requires plan documents to be amended to include language recognizing the term "marriage" to include same-sex individuals recognized by state law due to the Case decision, and the subsequent IRS Ruling.

To ensure that the plan is in compliance with current law, and IRS Rulings, the plan must be amended. The attached resolution is provided so that a formal mechanism is in place to support the Plan Amendment change to address the definition of 'marriage" as required by Revenue Ruling 2013-17.

The City's Consultants, The Bogdhan Group, has confirmed that the Amendment is Required.

Staff recommends approval of Resolution No. 2013-28 which provides for the required plan amendment to address the requirements of Revenue Ruling 2013-17 as required by the Internal Revenue Service.

OPTIONS:

1. **Approve** Resolution No. 2014-28 providing for a Plan Amendment to the City of Tavares MassMutual Financial Group Defined Contribution Plan, 007763, to comply with IRS Revenue Ruling 2013-17 providing for definition of "marriage" requirements to include same-sex individuals.

2. **Do Not Approve** Resolution No. 2014-28.

STAFF RECOMMENDATION:

Move to Approve Resolution No. 2014-28 providing for a Plan Amendment to the City of Tavares MassMutual (Hartford) Defined Contribution Plan, 007763, to comply with IRS Revenue Ruling 2013-17 providing for definition of "marriage" requirements to include same-sex individuals.

FISCAL IMPACT: None.

LEGAL SUFFICIENCY: Resolution has been forwarded to the City Attorney for review.

RESOLUTION NO. 2014 – 28

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, PROVIDING FOR A PLAN AMENDMENT TO THE MASS MUTUAL GENERAL EMPLOYEES RETIREMENT PLAN NO. 7763 TO COMPLY WITH IRS REVENUE RULING 2013-17.

WHEREAS, the City of Tavares established the General Employees Retirement Plan, a defined contribution plan with the Hartford Company in 2000 which has subsequent been changed to the MassMutual Financial Group as a result of a corporate merger; and,

WHEREAS, the plan was established in accordance with the provisions of Section 401(a) of the Internal Revenue Code,

WHEREAS, the plan must be amended from time to time to meet the requirements of section 401(a) of the Internal Revenue Code, and

WHEREAS, the plan must be amended to meet the requirements of section 401(a) of the Internal Revenue Code to reflect changes due to legislation and other IRS guidance and

WHEREAS, IRS Revenue Ruling 2013-17 requires the retirement plan to recognize the term "marriage" to include a marriage between same-sex individuals recognized under state law and terms "spouse", husband and wife", "husband" and "wife" to include a same-sex spouse.

WHEREAS, the IRS Revenue Ruling 2013-17 requires the plan to recognize a same-sex marriage that was validly entered into in a state or foreign jurisdiction whose laws authorize the marriage, even if the married couple lives in a state that does not recognize the validity of same-sex marriages (the "state of celebration" rule).

WHEREAS, IRS Notice 2014-19, provides that qualified retirement plans must reflect the outcome of the Windsor decision as of June 26, 2013 pursuant to Revenue Ruling 2013-17. Effective September 16, 2013, qualified plans must follow the general IRS "state of celebration" rule and recognize a valid same-sex marriage determined under state law, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages.

BE IT RESOLVED that the City Council of the City of Tavares does hereby authorize a plan amendment to the General Employees Plan, No. 7763, as provided in the attached exhibit (Exhibit A) to comply with the requirements of Revenue Ruling 2013-17 and IRS Notice 2014-19.

BE IT FURTHER RESOLVED that the Plan Administrator, the Finance Director, is authorized and directed to execute any and all documents and do any and all acts that may be necessary to ensure the Plan's Compliance with the Internal Revenue Service Requirements as indicated in this Resolution.

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

PASSED AND RESOLVED this 15th day of October 2014, by the Tavares City Council.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy Barnett, City Clerk

Approved as to form and legality:
City Attorney

MassMutual
FINANCIAL GROUP®

Subject: **Important Plan Document Amendments**
Please Review with Your Legal Advisor and Retain with your Plan Records

Dear Retirement Plan Sponsor:

Enclosed please find a draft amendment provided by Thompson Hine LLC, the provider of your defined contribution retirement plan document, which is designed to comply with recent regulatory guidance from the Internal Revenue Service ("IRS").

The IRS issued *Revenue Ruling 2013-17* and *Notice 2014-19* as a result of the U.S. Supreme Court's decision in *United States v. Windsor* (the "Windsor decision"), which struck down Section 3 of the Defense of Marriage Act of 1996 ("DOMA") as unconstitutional because it prohibited the recognition of same-sex spouses for purposes of Federal tax law, including for purposes of the Internal Revenue Code with respect to qualified retirement plans, such as your plan.

The amendment revises certain provisions in your plan document to comply with the following:

- IRS *Revenue Ruling 2013-17* requires your retirement plan to recognize the term "marriage" to include a marriage between same-sex individuals recognized under state law and the terms "spouse", "husband and wife", "husband" and "wife" to include a same-sex spouse. Your plan must recognize a same-sex marriage that was validly entered into in a state or foreign jurisdiction whose laws authorize the marriage, even if the married couple lives in a state that does not recognize the validity of same-sex marriages (the "state of celebration" rule).

  NOTE: As provided in IRS *Revenue Ruling 2013-17*, a person who has entered into a registered domestic partnership, civil union or other similar formal relationship recognized under state law, but not denominated a marriage under the laws of that state, is *not* considered to be a spouse for purposes of applying the federal tax law requirements relating to qualified retirement plans, regardless of whether that person's partner is of the opposite or same sex. Accordingly, the draft amendment enclosed does not reflect corresponding changes to the plan with respect to such arrangements.

- As provided in IRS *Notice 2014-19*, qualified retirement plans must reflect the outcome of the *Windsor* decision as of June 26, 2013. Pursuant to *Revenue Ruling 2013-17*, effective September 16, 2013, qualified plans must follow the general IRS

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) [of which Retirement Services is a division] and its affiliated companies and sales representatives.

Contracts issued by Hartford Life Insurance Company. Contracts are administered by Massachusetts Mutual Life Insurance Company.

"state of celebration" rule and recognize a valid same-sex marriage determined under state law, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the plan will not fail to be a qualified plan under the Internal Revenue Code solely because, between the period of June 26, 2013 to September 16, 2013, the plan's documented administrative practice was not to recognize a same-sex marriage between individuals that did not reside in a state that recognizes the validity of same sex marriages during the period (the "state of residence" rule).

- For ease of administration, Thompson Hine LLC has made the draft amendment to the plan required by *Revenue Ruling 2013-17* effective as of June 26, 2013. Please review the draft amendment with your legal advisors, make any appropriate changes, and determine whether additional documentation to reflect your prior administrative practices for the period between June 26, 2013 and September 16, 2013 would be appropriate.

- The draft amendment has also been prepared to apply the changes to the plan required by the IRS guidance for all plan purposes for ease of administration. Please review these provisions of the draft amendment with your legal advisors and make any appropriate changes to reflect your administration of the plan.

Do you as the Plan Sponsor need to take any action with respect to the amendment provided by Thompson Hine LLC?
Yes. You should review the content of the draft amendment provided in light of the IRS guidance and the terms of your plan with your legal advisors and make any appropriate changes.

You are required to adopt a plan amendment by the end of the first regular legislative session of the legislative body with the authority to amend the plan that ends after December 31, 2014. Please provide us with a copy of your executed amendment so that we may update our records.

You should also discuss with your legal advisors whether additional documentation to memorialize your administrative practices (especially during the period between June 26, 2013 and September 16, 2013) would be appropriate.

You should retain a copy of all materials in your plan file.

Please also note that IRS *Notice 2014-19* also states that a sponsor of a qualified retirement plan may voluntarily choose to retroactively amend the plan to comply with the outcome in the *Windsor* case prior to June 26, 2013 but cautions that it may result in numerous difficult administrative challenges. If, after consulting with your legal advisor you wish to pursue this option, please let us know.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) [of which Retirement Services is a division] and its affiliated companies and sales representatives.

Contracts issued by Hartford Life Insurance Company. Contracts are administered by Massachusetts Mutual Life Insurance Company.

Is there a Summary of Material Modifications for the amendments?
Yes. MassMutual checked as a default election the box indicating that between the period of June 26, 2013 to September 16, 2013 the plan's documented administrative practice was to recognize a same-sex marriage between individuals that did not reside in a state that recognizes the validity of same sex marriages during that period (the "state of residence" rule). If this was not your administrative practice, please revise and check the other box.

If you have questions, please contact your MassMutual Retirement Services representative.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) [of which Retirement Services is a division] and its affiliated companies and sales representatives.

Contracts issued by Hartford Life Insurance Company. Contracts are administered by Massachusetts Mutual Life Insurance Company.

COMPLIANCE AMENDMENT
TO
City of Tavares-General Employee Pension Plan

This amendment is adopted for purposes of complying the Plan with the Supreme Court's decision in United States V. Windsor. The provisions of this amendment take precedence over any inconsistent provisions of the Plan.

(1) Definition of Spouse: Except as may be provided in (2) below and notwithstanding any other provision of the Plan to the contrary, effective September 16, 2013, the term "spouse" is defined for those purposes indicated in (3) below to mean the person to whom the participant is legally married under the laws of the state or country in which the marriage was celebrated, without regard to whether such marriage is recognized under the laws of the state or country in which the participant resides.

(2) Transition Period: For the period June 26, 2013 through September 15, 2013, the Plan *(choose one)*:

☒ recognized a person as a participant's spouse regardless of whether the marriage was also recognized under the laws of the state or country in which the participant was domiciled. (Recognition based on state of celebration)

☐ recognized a person as a participant's spouse only if the marriage was also recognized under the laws of the state or country in which the participant was domiciled. (Recognition based on state of domicile)

(3) Application of New Spouse Definition: The definition of spouse described in this amendment applies *(choose one)*:

☒ for all Plan purposes.

☐ only for those Plan purposes that are subject to federal, rather than state law. Specifically, the definition of spouse above applies for purposes of (i) hardship withdrawals under the Code Section 401(k) safe harbor rules, if applicable, (ii) the minimum distribution requirements under Code Section 401(a)(9), and (iii) the direct rollover rules under Code Section 401(a)(31). For all other Plan purposes, the term "spouse" has the meaning provided under the terms of the Plan other than this amendment.

* * *

EXECUTED AT _____, _____, this _____ day of _____, _____.

City of Tavares

By: _____

Title: _____

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: OCTOBER 15, 2014

AGENDA TAB NO. 9

SUBJECT TITLE: APPROVAL OF AGREEMENT TO JOINTLY SPONSOR THE HYDRODRAG U.S. NATIONAL EVENT

OBJECTIVE:

To have City Council consider and approve an Agreement for the City to jointly sponsor the Hydrodrag U. S. National Jet Ski racing event

SUMMARY:

The City has received the attached proposed Agreement that the City jointly co-sponsor with Lake County the Hydrodrag U. S. National Jet Ski racing event.

The City in the past has hosted a series of jet ski drag racing events with Mike Young as the race promoter. The City has the opportunity to host the U. S. Hydrodrag National event which will attract 100 plus participants from around the United States to a two-day racing event.

This event will be approximately twice the size of similar events hosted by the City.

The annual event fee paid to the promoter is $10,000. For the proposed 2014 event to be held at Wooton Park on Nov. 1-2, 2014, Lake County will be responsible for the $10,000 cash fee with the City providing the venue and necessary support services. The Agreement has an option for the City and County to host the event in 2015 and 2016. If the City and County exercise the option for 2015 and/or 2016, the $10,000 fee would be split 50-50% between the City and the County.

In the past, this event has been held in Plant City, Florida area in a relatively remote area and attracted an estimated 1,500 spectators in addition to the 100 plus race teams. It is believed that the Tavares location will attract even more spectators and racing teams.

OPTIONS:

1. That the City Council approves the attached proposed Agreement to jointly host the Hrydrodrag U. S. National Jet Ski racing event.
2. That the City Council not approve the proposed Agreement.

RECOMMENDATION

Staff recommends that the City Council approves the attached proposed Agreement to jointly host the Hydrodrag U. S. National Jet Ski racing event.

FISCAL IMPACT:

In the first year, the fiscal impact will be the provision of the in-kind services provided by the City. In years two and three, the City would be responsible for $5,000 in Event Fee costs and related in-kind services.

LEGAL SUFFICIENCY:

The City Attorney has reviewed as to legal sufficiency.

AGREEMENT BETWEEN LAKE COUNTY,
THE CITY OF TAVARES, AND
MIKE YOUNG FOR
HYDRODRAG US NATIONALS SPONSORSHIP

THIS AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," the City of Tavares, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City," and Mike Young, hereinafter the "Coordinator," for the Hydrodrag U.S. Nationals Sponsorship.

WHEREAS, the Coordinator is the primary entity responsible for organizing the Hydrodrag U.S. Nationals, hereinafter the "Event;" and

WHEREAS, the County and the City desire to sponsor the Event in accordance with the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.

2. **Purpose.** HydroDrag Racing was established in order to promote and stage the exciting, action-sport of personal watercraft drag racing. This Event is sanctioned by the International Jet Sports Boating Association (IJSBA) as a watercross tour and is the top racing circuit in the Southeastern United States. This Event is also recognized as a World Finals Qualifier for the IJSBA World Finals to be held in Lake Havasu City, Arizona.

3. **County's Obligations.** The County shall sponsor the Event by contributing **$10,000** for the 2014 Event to be held October 31, 2014 through November 1, 2014, in Tavares, Florida. The County shall pay to the Coordinator one-half (1/2) of the contribution no later than October 15th, with the remaining one-half (1/2) due and payable on November 30th upon receipt of verified overnight lodging stay information provided by the Coordinator. The County shall have no obligation to make the final payment if the Coordinator fails to provide sufficient documentation of overnight lodging stays. The County shall additionally sponsor the 2015 Event and the 2016 Event, in the amount of $5,000 per Event, so long as such Events are held within the geographic boundaries of Lake County, Florida. The County shall make payments for the 2015 and 2016 Events upon receipt from the Coordinator of an invoice and verification of overnight lodging information.

4. **City's Obligations.** The City shall sponsor the Event by contributing **$0.00** for the 2014 Event to be held October 31, 2014 through November 1, 2014, in Tavares, Florida. The City shall additionally sponsor the 2015 Event and the 2016 Event, in the amount of $5,000 per Event, so long as such Events are held within the City of Tavares. Coordinator shall invoice the City for each Event sponsorship prior to receiving payment from the City. The City shall additionally provide the following for each Event:

A. Provide fencing for the pit area
B. Provide shelter for the scoring area
C. Provide Fire and Police Protection as needed
D. Provide a minimum of ten (10) portable toilets

5. Coordinator Obligations. The Coordinator shall provide the following:

A. Provide a two (2) day, on the water racing event, professionally run and specifically designed to entertain an audience for six (6) to seven (7) hours per day.
B. Provide all the necessary race equipment for the Event.
C. Provide $1,000,000 (aggregate) in general liability insurance naming both the City and the County as additional insureds.
D. Provide a $5,000 case prize purse and oversee the distribution of the purse to Event participants.
E. Provide a minimum of fifteen (15) qualified officials to officiate the Event.
F. Provide safety patrol boats for official use.
G. Provide pre-race promotions and mail-outs to entice participation.
H. Prepare all the necessary insurance and official IJSBA paperwork.
I. Provide all rules and regulations for the Event and administer those rules.
J. Enforce the safety and insurance requirements which include, but are not limited to: signing of waivers by participants and crew, use of safety equipment.
K. Follow a pre-approved racing schedule.
L. Obtain all required permits to hold the Event.
M. Title the Event the "RIVA Racing HydroDrag World Championships, presented by the City of Tavares and Lake County."
N. Provide documentation supporting the overnight lodging stays of the participants through either direct survey or other verifiable methods. This information shall be provided to the County and the City no later than November 5, 2014.

5. Miscellaneous Provisions.

A. This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations and individuals.
B. This Agreement shall take effect upon the signature of the last party hereto and shall remain in effect for three (3) years from the date of final execution unless otherwise terminated by either party, with or without cause, upon giving sixty (60) days written notice to the other parties. This Agreement may be extended or amended upon written request of either party.
C. The parties shall be responsible for their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives outlined herein. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
D. Nothing herein shall obligate either party to expend funds. Specific work projects or activities that involve the transfer of funds, services, or property among the

various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds.

E. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
Robert Chandler, Director
Economic Development
P.O. Box 7800
Tavares, Florida 32778

COORDINATOR
Mike Young
3547 53rd Avenue W.
Suite #221
Bradenton, Florida 34210

CITY
Bill Neron, Director
Economic Development
P.O. Box 1067
Tavares, Florida 32778

All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

F. This Agreement is not intended to, and does not create, any right, benefit, trust responsibility, substantive or procedural, enforceable at law or equity, by a party against either the City or the County.

G. If, when, and to the extent during its activities under this Agreement a court determines that Coordinator is a "contractor" for purposes of Section 119.0701, Florida Statutes, Coordinator shall comply with all of the Florida public records' laws.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its County Manager, by the City of Tavares, through its duly authorized representative, and by the Mike Young, duly authorized to execute the same.

COORDINATOR

_____
Mike Young
This _____ day of _____, 2014

CITY

_____
Name: _____
Title: _____

This ___ day of _____, 2014

COUNTY

_____
David C. Heath, County Manager
This ___ day of _____, 2014

Approved as to Form & Legality
on behalf of the County:

_____
Sanford A. Minkoff
County Attorney

AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 10

SUBJECT TITLE: Off-Site Sign Regulations

OBJECTIVE:

To update City Council on the existing regulations concerning off-site signage.

SUMMARY:

City Council has requested an update on the regulations governing off-site advertising signage. Off-site signage is prohibited under the city's Land Development Regulations except for billboard signs. In 2012, the City passed a new Billboard Ordinance that updated the size, spacing, and allowable locations for these within the city.

Signage along State Roads must comply with both city and state regulations. On July 1, 2014, a bill that amended the State Statutes governing outdoor signage along State Roads became effective. The change relaxed the State signage rules to allow the following:

The authorization to use signs without a permit to advertise local tourist-oriented businesses; farm products; public school club, team, or event sponsors; and products and services directly related to a sports facility's activities or offered on the sports facility's property that provides a greater opportunity to attract people to such businesses or events.

If desired, the City may amend our existing sign regulations to coincide with the new State Laws.

OPTIONS:

1. That City Council directs staff to review the new state regulations and to draft appropriate amendments to the City's sign ordinance for Council consideration.
2. That City Council takes no action with respect to amending our sign regulations.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to direct staff to review the new FDOT State regulations and to draft an amending sign ordinance for consideration.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 15, 2014

AGENDA TAB NO. 11

SUBJECT TITLE: Update for Funding Options for Public Safety, Public Works and Parks and Recreation Facilities

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OBJECTIVE: Provide a follow-up to the City Council to review and provide funding option alternatives for the proposed Public Safety, Public Works and Parks and Recreation Facilities.

SUMMARY:

By way of background for the public, presently the Fire Department Station # 1 is in located the Historic Train Station off Alfred Street, the Police Department is located in the old Planning/Zoning and permitting offices and hallways on the ground floor in the back of City Hall, the Public Works Department and Parks Department are located in the old metal and plywood buildings and water pump station building off Disston Avenue that were built in the 1950's; and the Recreation office is situated in a small residential home off of St. Clair Abrams.

Five years ago a Horizon Project team was formed consisting of a Councilmember, Fire Chief, Police Chief, Public Works Director and Finance Director to develop plans for adequate facilities for Police, Fire and Public Works to meet the needs of this growing city. Over time a concept plan was developed that calls for the Fire Station and Police Station to be co-located together in one building called the "Public Safety Complex" on the old School Board's Bus Barn property which the city now owns located near the intersection of SR 19 and Alfred Street. The Public Works complex is to be developed next to the Utility Department's Administration building off Capt. Haynes Road and the Parks and Recreation facilities are to be located at the new Woodlea Sports Complex (see previously approved City of Tavares Parks Master Plan attached – Legend #2 is the Parks Maintenance Facility and Legend #8 is the Recreational Offices). By relocating the Public Works facility and Parks Maintenance Facility, additional and adequate parking can be developed in the future for the new Pavilion on the Lake and the growing train operation on the east end of Main Street.

Estimated costs of the three projects are as follows:

1. Public Safety Complex - $10.4 million per engineers estimate and previously approved by Council.
2. Public Works Complex $4 million (Needs further refinement by engineer and Council upon completion of renderings)
3. Parks and Recreation Buildings: $2.5 million (Entrance road, water/sewer line extensions and Ball Field public Parking lots included in addition to the two buildings - Needs further refinement by engineer and Council upon completion of renderings)

Previously a Federal FEMA City Emergency Operations Center (EOC) Grant in the amount of $500,000 was issued to the City of Tavares to begin the design of the Public Safety Complex which will house the City EOC. The Public Safety Facility Horizon Project Team has analyzed locations, has toured similar facilities recently constructed, and has worked with the Design Engineer, Gator Sketch, to develop a preliminary conceptual design and construction budget. Some of the milestones for the Public Safety Complex project thus far include the following:

- In August 2010, Council approved an agreement with the School Board to purchase the property where the facility will be located.
- On April 20, 2011 Council approved the newly acquired property, School Board Barn property, as the location for the new "Gateway" facility.
- On July 20, 2011, the City Council approved a contract with Gator Sketch to design the new Public Safety Facility
- On September 5, 2012, the City Council approved acceptance of the EOC $500,000 Grant.
- On December 4, 2013, the architect/engineer, Gator Sketch, and the Horizon Team for the Project presented design alternatives and associated estimated costs.
- On May 21, 2014 Council approved the final architectural renderings.
- June 18, 2014, the City's Financial Advisor, Mark Galvin of First Southwest presented Council with various funding options: 1) pay-as-you-go 2) debt financing and 3) combinations of debt and pay-as-you-go.

At the June 18, 2014 meeting the Council, the City's Financial Advisor, Mark Galvin of First Southwest, and Staff discussed various debt options including:

1. The City could increase the millage rate to offset the cost of debt service.
2. The City could issue General Obligation Debt which is secured by voted debt service (additional millage approved by the voters to service the debt). This option would require a voter referendum.
3. The City could issue Revenue Debt which is secured by revenues other than ad valorem taxes. This option requires available revenues that can be pledged for debt service. Currently the City does not have available General Fund Revenues for pledging.
4. The proposed renewal of the Infrastructure Sales Tax was discussed. The revenue is estimated if renewed to provide approximately $1,100,000 annually; the revenue would be available for pledge for new debt issued once the tax is renewed by a county-wide referendum. This revenue would not be available prior to January 2018 at the earliest, thus it cannot be used as a pledge for debt incurred prior to the renewal of the tax.
   Fire Assessments may also be available to offset a portion a portion of the debt service attributable to Fire Protection Services.

Options:

1. Review and discuss funding options previously presented.
2. Review funding options, and direct staff to pursue the renewal of the Infrastructure Sales Tax with Lake County for funding of the Public Safety Complex.
3. Do not review or discuss the options.

STAFF RECOMMENDATION:

Move to review funding options, and direct staff to pursue the renewal of the Infrastructure Sales Tax with Lake County for funding of the Public Safety Complex.

FISCAL IMPACT: N/A

Funding Source: N/A

LEGAL SUFFICIENCY: Legally Sufficient

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 15, 2014

AGENDA TAB NO. 12

SUBJECT TITLE: Interlocal agreement between the City of Tavares and the Florida Department of Environmental Protection relating to the allotment of LWCF funds to be used for the Woodlea Sports Complex, Phase II Expansion Project.

OBJECTIVE: To enter into an Interlocal agreement with the Florida Department of Environmental Protection for the acceptance a 2014 Land Water Conservation Fund grant in the amount of $200,000.

SUMMARY: The City of Tavares recently applied for and was awarded the Land Water Conservation Fund (LWCF) grant in the amount of $200,000 for the construction of outdoor recreation space at the Woodlea Sports Complex. The Florida's Department of Environmental Protection (DEP), Division of Recreation and Parks, Bureau of Design and Recreation Services, administers the grant program on behalf of the U.S. Department of the Interior, National Park Service.

At the October 16, 2013 Tavares City Council meeting, council voted unanimously 4-0 (Councilmember Smith was absent) to accept the LWCF grant and directed staff to move forward with discussions on administering the grant. It was indicated that staff would bring back to council an agreement for grant administration once the federal monies were secure and DEP was prepared to move forward with allocating funds.

Attached for your review and consideration is the agreement for the allocation of funds to be used on the Woodlea Sports Complex Project to be built over the next three years (with two one-year renewal able periods). Per the agreement, this phase of the project will consist of the construction of a youth ball field with amenities, a multi-purpose athletic field and some parking.

The LWCF grant requires a match in the amount of $200,000. Staff worked with Lake County who has budgeted the $200,000 match in their current year budget.

This fully executed agreement is due to DEP by October 30, 2014.

OPTIONS:

1) Move to approve and enter into the Interlocal agreement for LWCF funds of $200,000 for the Woodlea Sports Complex, Phase II Expansion Project
2) Do not approve the Interlocal agreement

STAFF RECOMMENDATION:

Move to approve and enter into the Interlocal agreement with the Florida Department of Environmental Protection (DEP) for the acceptance of the Land Water Conservation Fund (LWCF) grant in the amount of $200,000.

FISCAL IMPACT: The grant will be administered through a reimbursement process with a 50% / 50% matching ratio of applicant dollar and LWCF program dollar.

LEGAL SUFFICIENCY: Meets legal sufficiency

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

September 16, 2014

Mr. Scott Aldrich, CPRP
Communty Services Project Manager
City of Tavares
Post Office Box 1068
Tavares, Fl 32778-1068

Re: Woodlea Regional Sports Complex
LWCF Project No. 12-00620

Dear Mr. Aldrich:

Your Land and Water Conservation Fund Program (LWCF) grant has been approved by the National Park Service. To assist you in getting started, we have enclosed a folder containing the grant agreement, the LWCF Manual on CD/Rom, a copy of the LWCF rule, and all the forms necessary for the accomplishment of this grant. Please keep this folder in your files for project administration.

Grant Agreement
The grant agreement has been prepared in accordance with your application and acceptance letter. It is important that you review the agreement to ensure that information specific to your project is accurate. Please execute and return the original and the attachments to our office on or before **October 30, 2014**. One fully executed copy will be electronically sent to you when formally executed by the Department.

Administrative Forms

1. **Commencement Documents:** Due by **November 30, 2014**. Unless a Waiver of Retroactivity has been issued, or provisions are provided for in this agreement, the project may not commence until all Commencement Documents have been received and approved by this office.
2. **Status Report Forms:** Status reports are due every **January 5th, May 5th and September 5th.**
3. **Reimbursement Request Forms**
4. **Completion Documents:** Due 30 days after project completion.

If you have any questions or need an extension for the above deadline dates, please contact us at (850) 245-2501 or by email at mary.ann.lee@dep.state.fl.us.

Sincerely,

Mary Ann Lee
Community Assistance Consultant
Land and Recreation Grants
Office of Operations
Mail Station #585

MAL/

Enclosure

12-00620
(LWCF Project Number)

LW620
DEP Contract Number
CFDA Number: 15.916

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FY 2013 - 2014
PROJECT AGREEMENT - DEVELOPMENT

This Project Agreement is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the **City of Tavares**, whose address is Post Office Box 1068, Tavares, Florida, 32778 (hereinafter called the "Grantee"), a local government, in furtherance of the Woodlea Regional Sports Complex Exp. Project, an approved Outdoor Recreation Project.

WHEREAS, the Department receives funds from the U.S. Department of the Interior, National Park Service, for the purpose of passing through the agency as grants to other entities in accordance with Section 375.021(4), Florida Statutes; and,

WHEREAS, Chapter 375, Florida Statutes, further authorizes the Department to receive grants for Outdoor Recreation and Conservation; and,

WHEREAS, the Grantee has submitted Project Application number XXX, which has been approved by the Department.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee do hereby agree as follows:

1. This Project Agreement shall become effective upon execution by both parties and the Grantee shall complete construction of all Project Elements on or before — NO — (hereinafter referred to as the Project Completion Date). Within thirty (30) calendar days from this project completion date, all payment requests and completion documentation will be due to the Department. The Project Agreement shall be performed in accordance with Chapter 62D-5, Part VII, Florida Administrative Code (F.A.C.), effective July 15, 2001 (hereinafter called the Rule); the Land and Water Conservation Fund (LWCF) Act of 1965, Public Law 88-578, 78 Stat 897, as amended, (hereinafter called the LWCF Act or the Program); and with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the USDOI) in the LWCF Grants-in-Aid Manual, (hereinafter called the Manual) including the Code of Federal Regulations (CFRs) referenced below. The Manual refers to the CFRs

applicable to this Project Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

CFR Cite	Title
36 CFR 59	Land and Water Conservation Fund Program Assistance to States; Post-Completion Compliance Responsibilities
36 CFR 800.8	Coordination With the National Environmental Policy Act
43 CFR 12	Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 17	Nondiscrimination in Federally Assisted Programs of the Department of Interior

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein contained, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the Program and the general provisions governing this Project Agreement as set forth in the Manual. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior. This Project Agreement shall be read in conjunction with the Rule. Unless defined herein, capitalized terms used in this Project Agreement shall have the same meaning as those set forth in the Rule.

2. The Department has found that public Outdoor Recreation is the primary purpose of the Project known as **Woodlea Regional Sports Complex Exp.** (Land and Water Conservation Fund, **LWCF Project Number 12-00620**), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the Development of that Real Property identified in the Project Application, the legal description of which shall be submitted to the Department on the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Project Work Plan, which includes the Project Elements (description of Project, detailed budget, and deliverables) identified in the Project Application, is incorporated into this Project Agreement as **Attachment A, Project Work Plan**.

3. The Grantee shall construct, or cause to be constructed, specified public Outdoor Recreation Facilities and improvements consisting of the following Project Elements: **Baseball fields, multi-purpose field, parking and other related support facilities,** as identified in the Grantee's approved Project Application and Attachment A. These Project Elements may be modified by the Department if the Grantee shows good cause and the Department approves the modification. Any revisions to the Project Elements as set forth in the approved Project Work Plan must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

4. The Project Elements identified in paragraph 3 herein shall be designed and constructed substantially in accordance with the conceptual site Development plan contained in the approved Project Application and Attachment A. Project Site Facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and Facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This conceptual site Development plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the site shall be placed underground. The Grantee shall have the final site Development plan (site engineering and architectural) prepared and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida.

5. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **$200,000.00** toward the total Project Cost described in the approved Project Work Plan. Program fund limits are based upon the following:

Total Grantee Amount	$ 200,000 (paid by the Department)
Grantee Match Amount	$ 200,000 (paid by the Grantee)
Total Project Cost	$ 400,000
Type of Match	Cash and/or In-Kind Services

6. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in Rule 62D-5.069(31), F.A.C.) incurred by the Grantee prior to execution of this Project Agreement as set forth in Rule 62D-5.073(2), F.A.C. The Department and the Grantee fully understand and agree that there shall be no reimbursement of Project funds by the Department for any expenditure made prior to the execution of this Project Agreement with the exception of the following expenditures, which meet the requirements of the foregoing sections of the Rule.

Preagreement Expenses Approved:

Description of Work Performed	Amount Approved
Preapproved Elements N/A	Preapproved Amount $0
Total Preagreement Expenses Approved:	Preapproved Amount $0

7. A. Prior to commencement of Project Development, the Grantee shall submit to the Department the documentation required by the Land and Water Conservation Fund Program Required Project Commencement

Documentation Form, DEP Form FPS-A050, referenced in Rule 62D-5.073(7)(e), F.A.C. Upon determining that the documentation complies with the Rule, the Department will give written notice to Grantee to commence the Development.

B. Upon execution of this Project Agreement, the Grantee acknowledges the prior receipt of the LWCF Grants-in-Aid Manual, the Division of Recreation and Parks' Financial Reporting Procedures, and the required Project commencement documents listed below that must be completed by the Grantee, if applicable, and returned to the Department within sixty (60) calendar days following the execution date of this Project Agreement. This date may be extended upon written approval from the Department Grant Manager, who is authorized to sign such approval letters.

C. Required Project Commencement Documentation for Development Agreements:

1. A professional site plan (detail specifications not required). A graphic document of the proposed Development that shows the location of all existing and proposed buildings, Facilities, etc. that is signed and dated by the Project liaison. **If part of a larger simultaneous Development or part of a phased Project, please color code the current Project Elements and/or any phases/existing elements. (3 copies)**

2. Commencement Certification **(Form FPS-A035)**

3. A boundary survey of the Project Site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The boundary survey submitted must not be larger than 11in. x 17in. **(3 copies)**

4. The results of a title search or opinion prepared by a member of the Florida Bar or Licensed title insurer of the Project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the Grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. **A warranty deed will not suffice.**

5. If Land Value will be used as a Match, send either a copy of the taxed assessed value or a complete appraisal supporting fair market value of land utilized as Project matching funds. Appraisal must be no earlier than one year prior to the closing date of the submission period. **The appraisal must be prepared by an appraiser included**

on the list of approved appraisers maintained by the Department's Division of State Lands (DSL). (CALL 850-245-2658) (1 Copy)

6. Certification of Manual Possession **(Form FPS-A059)**

8. The Grantee shall obtain all required local, state and federal permits and approvals prior to commencement of Project construction and shall certify that it has done so to the Department by completing the Land and Water Conservation Program Commencement Certification, DEP Form FPS-A052, referenced in Rule 62D-5.073(7)(e)(1), F.A.C.

9. The Grantee shall complete all Project construction as identified in Attachment A, by the completion date established in paragraph 1, above.

10. The Grantee shall submit a request for payment upon submittal of all documentation required in Attachment A. Within sixty (60) calendar days after receipt of a request for payment from the Grantee, the Department's Grant Manager shall review the completion documentation and payment request from the Grantee for the Project. If the documentation is sufficient and meets the requirements of the Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form FPS-A051, referenced in Rule 62D-5.073(7)(e)2, F.A.C., the Department will approve the request for payment. A final payment request must be submitted to the Department no later than thirty (30) calendar days from the Final Completion Date, to assure the availability of funds for payment. Payment requests submitted shall document all matching funds and/or Match efforts (i.e. In-Kind services) provided during the period covered by the request. The final payment will not be processed until the Match requirement has been met.

11. In addition to the documentation requirements contained in paragraph 10 above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html and OMB Circulars A-87(2 CFR, Part 225), A-122 (2 CFR, Part 230), A-21 (2 CFR, Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2

CFR, Part 215) at: http://www.whitehouse.gov/omb/circulars/index.html#numerical.

12. Reimbursement for travel expenses is not authorized under this Project Agreement.

13. The purchase of non-expendable equipment is not authorized under the terms of this Project Agreement.

14. Allowable indirect costs, as defined in the Procedure, shall not exceed 15% of the Grantee's eligible salaries/wages.

15. Contractual (Subcontractors) - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. When requested, Grantee shall submit such documentation within thirty (30) calendar days of receipt of the Department's request. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees other than title work, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. All subcontracts are subject to the provisions of paragraphs 11, 28 and, 29 ~~and 30~~ and any other appropriate provisions of this Agreement which affect subcontracting activities.

16. The Grantee agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Accountability Procedures (hereinafter called "the Procedure") incorporated into this Project Agreement by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the Project shall be secured in accordance with the procurement requirements specified in 43 CFR 12.76. Expenses representing the Project Costs, including the required Matching contribution, shall be reported to the Department and summarized on certification forms referenced in the Procedure. The Department and Grantee agree to use the Procedure guidelines in accounting for LWCF funds disbursed under the Project. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the Procedure shall be used.

17. Project completion means the Project is open and available for use by the public.

The Project must be verified to have reached Project completion prior to release of final reimbursement.

18. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five (5) years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

19. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment B (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment B** summarizes the funding sources supporting the Project Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in paragraph 23, to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Project Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

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

20. Following receipt of an audit report identifying any reimbursement due the Department for the Grantee's noncompliance with this Project Agreement, the Grantee will be allowed a maximum of thirty (30) calendar days to submit additional pertinent documentation to offset the amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of any reimbursement due the Department.

21. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

22. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor to similarly provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not protected under Florida Workers' Compensation law, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

23. The Department's Grant Manager, as identified below, or his/her successor for the purpose of this Project Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The Grantee's Liaison Agent (also known as Grantee's Grant Manager), as identified in the Project Application, or successor, shall act on behalf of the Grantee relative to the provisions of this Project Agreement. The Grantee's Liaison Agent shall submit to the Department signed Project status reports three times per year, due on January 5, May 5, and September 5, summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the Department. Photographs to reflect the construction work accomplished shall be submitted when the Department requests them. Any and all notices shall be deemed effective and sufficient if sent via U.S. mail, facsimile (fax), electronic mail, or by hand-delivery to the parties at the following addresses:

Grantee's Liaison Agent
Name: Mr. Scott Aldrich, Rec. Project Manager
or his/her Successor
Entity: City of Tavares

Address: Post Office Box 1068
City, State, Zip: Tavares, Florida 32778
Phone: (352)742-6477
Email: saldrich@~~tavaris.org~~ tavares.org

Department's Grant Manager
Name: Mary Ann Lee, or his/her Successor
Entity: Florida Department of Environmental Protection
Address: 3900 Commonwealth Boulevard, MS585
City, State, Zip: Tallahassee, Florida 32399-3000
Phone: (850) 245-2501
Email: Mary.ann.lee@dep.state.fl.us

Any changes to the above-stated contact information must be noticed in writing to the other party within ten (10) calendar days of the change.

24. Prior to final reimbursement, the Grantee must erect a permanent informational sign on the Project Site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDOI, the National Park Service, and the Department. The sign shall include the LWCF Program logo.

25. The Department and USDOI have the right to inspect the Project and any and all records related thereto at any reasonable time.

26. Prior to the closing of the Project, the Department shall have the right to demand a refund, either in whole or in part, of the LWCF funds provided to the Grantee for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department, shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the Grantee by the Department to the date repayment is made by Grantee. After closing of the Project, the Grantee may not repay the funds but shall go through the conversion process described by the Manual and the Rule.

27. If the United States, acting through the USDOI, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to pay the refund and will forthwith repay directly to the Department the amount of money demanded.

28. The Grantee shall comply with all federal, state and local laws, rules, regulations and ordinances in developing this Project. The Grantee acknowledges that this

requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The Grantee further agrees to ensure that, in the event work is subcontracted, the Grantee's contract will include the requirements of this paragraph in all subcontracts made to perform this Project Agreement.

29. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall, upon request, submit a copy of each executed subcontract to the Department within ten (10) calendar days of such request. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Competitive open bidding and purchasing for construction of said Project Facilities or improvements shall comply with all applicable laws and the Manual. Following completion of Project construction, the Grantee's Liaison Agent shall provide the Department with a statement certifying that all purchases or contracts for construction were competitively bid pursuant to applicable law and the Manual.

31. If asphalt paving is required for the Project, it shall conform to the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.

32. By acceptance of the provisions of this Project Agreement, the Grantee does hereby agree to dedicate the Project Site and all land within the Project boundaries, identified in the Project Documentation Form required by paragraph 2 herein, in perpetuity as an Outdoor Recreation site for the use and benefit of the public, as stated in Rule 62D-5.074(1), F.A.C. Execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida. The Grantee represents that it has sufficient site control to enable this dedication. The dedication must be promptly recorded in the county's official public records by the Grantee and Grantee shall provide a certified copy to the Department.

33. The Grantee agrees to operate and maintain the Project Site as stated in Rule 62D-5.074(2), F.A.C. The Project Site, Project-related Facilities, and any future Outdoor Recreation Facilities developed on the Project Site shall be open to the general public for Outdoor Recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has

full legal authority and financial ability to develop, operate and maintain said Project-related Facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future Development of Facilities on the Project Site, if said Development is not described in paragraph 3 herein.

34. The Grantee shall not, for any reason, convert all or any portion of the site for any purpose other than public Outdoor Recreation without prior approval of the USDOI and the Department pursuant to Section 6(f)(3) of the LWCF Act, the Manual, and Rule 62D-5.074(3), F.A.C.

35. A. If for any reason the Grantee should fail to perform in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the federal, state, or local laws pertinent to the Land and Water Conservation Fund Program, the Rule, or the Manual, as referenced in paragraph 1, or any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement with prior notice. In the notice, the Department will set the effective date of the termination, which may be upon receipt. The Department may, in its sole discretion, provide the Grantee the opportunity to cure the violations. In the event the Department terminates this Project Agreement for these reasons, the Department is not required to compensate Grantee for any expenses incurred before or after such termination.

B. The Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. The Grantee shall not incur new obligations for the Project after the notice is received and shall cancel as many outstanding obligations as possible. The notice shall set out the procedures for proper closeout of the Project Agreement.

C. This Project Agreement may be unilaterally cancelled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.

D. If no reimbursements have been paid and Grantee wishes to withdraw the Project, the parties hereto may agree to terminate this Agreement for convenience as evidenced by written notice from the Department to the Grantee. The Grantee shall counter-sign the notice and the Agreement shall terminate on the date of Grantee's counter-signature.

36. No reimbursement will be made for unsatisfactory deliverables. In the event that the DEPARTMENT'S Grant Manager deems a deliverable unsatisfactory, the GRANTEE shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT. The DEPARTMENT shall notify the GRANTEE of an unsatisfactory deliverable by written notice and the GRANTEE shall resubmit the deliverable within ten (10) calendar days. If a satisfactory deliverable is not submitted within the ten (10) calendar day period, the DEPARTMENT may, in its sole discretion, either: 1) terminate this PROJECT AGREEMENT for failure to perform, or 2) specify in writing the failure of performance under this PROJECT AGREEMENT and request that a proposed Corrective Action Plan (CAP) be submitted by the GRANTEE to the DEPARTMENT.

A. A CAP shall be submitted within ten (10) calendar days of the date of the written request from the DEPARTMENT. The CAP shall be sent to the DEPARTMENT'S Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the Grantee, in writing, whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the DEPARTMENT'S rejection of the proposed CAP to submit a revised proposed CAP. If the DEPARTMENT rejects the revised proposed CAP, the GRANTEE shall be entitled to no further revision of the proposed CAP and the DEPARTMENT may terminate this PROJECT AGREEMENT for failure to perform.

B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the GRANTEE of any of its obligations under this PROJECT AGREEMENT. In the event the approved CAP fails to correct or eliminate performance deficiencies by the Grantee, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this PROJECT AGREEMENT for failure to perform. No actions approved by the DEPARTMENT or steps taken by the Grantee shall serve to stop the DEPARTMENT from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be provided to the DEPARTMENT as requested by the DEPARTMENT'S Grant Manager. If a satisfactory deliverable is not submitted within the timeframe specified in the approved CAP, the DEPARTMENT may, in its sole discretion, terminate this PROJECT AGREEMENT for failure of the GRANTEE to perform. The approved CAP shall be hereby incorporated into this PROJECT AGREEMENT by this reference and upon the DEPARTMENT'S approval.

C. Failure to respond to a DEPARTMENT request for a CAP may result in termination of this PROJECT AGREEMENT.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this PROJECT AGREEMENT.

37. In the event of conflict in the provisions of the Rule, the Project Agreement and the Project Application, the provisions of the Rule shall control over this Project Agreement and this Project Agreement shall control over the Project Application documents.

38. If the Department determines that site control is not sufficient under the Rule or has been compromised, the Department shall give the Grantee a notice, in writing, and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the Department shall terminate this Project Agreement or enter into the conversion process outlined in Rule 62D-5.074, Fla. Admin. Code. Failure to remedy conversion to the Department's and the National Park Service's satisfaction shall result in Grantee remaining out of compliance and thereby ineligible for further grant funding pursuant to Rule 62D-5.074(4), Fla. Admin. Code.

39. In accordance with the LWCF Act, Program funds will be made available contingent upon an annual appropriation to each State by Congress. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation of spending authority by the Florida Legislature. The parties hereto understand that this Project Agreement is not a commitment of future appropriations.

40. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of 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, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment C**, Form DEP 55-221, effective January 2001, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. (43 CFR, Part 18)

B. In accordance with section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Project Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

41. A. No person on the grounds of race, religion, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of this Project Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

42. A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall

be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

43. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, and other statutes that provide immunity to the Department or the State.

44. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the Category Two threshold amount provided in s. 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

45. In accordance with Executive Order 12549, Debarment and Suspension (2 CFR, Part 1400), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOI to the Department. The Grantee shall include the language of this section, in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.

46. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.

47. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Project Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

48. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

49. The Grantee agrees to comply with, and include as appropriate in subcontracts, the provisions contained in **Attachment D, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment E, Regulations,** attached hereto and made a part hereof, shall apply to this Project Agreement.

50. The federal funds awarded under this Agreement must comply with **The Federal Funding Accountability and Transparency Act (FFATA) of 2006**. Prior to execution of this Project Agreement by the Department, the Grantee shall submit **Attachment F, Federal Funding Accountability and Transparency Act Form** which is attached hereto and incorporated herein. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

51. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.

52. The parties hereto acknowledge and agree that the provisions contained in paragraphs 18, 32, 33, 34, and 38 shall extend beyond the end date of this Project Agreement, as established in paragraph 1.

53. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Project Agreement.

The parties hereto have caused this Project Agreement to be duly executed, the day and year last written below.

FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: _____ NO _____
Director (or Designee)
Office of Operations
and State Liaison Officer
(or designee)

Date: — NO —

City of Tavares

By: _____

_____
Printed Name

_____
Title

Date: _____

FEID No.:596000438 _____

Address:
Land and Recreation Grants (MS 585)
Office of Operations
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Address:

Mary Ann Lee
DEP Grant Manager

_____
Grantee's Attorney

Approved as to form and legality:

_____
DEP Attorney

Attachments:

Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Disclosure of Lobbying Activities (2 Pages)
Attachment	D	Contract Provisions (4 Pages)
Attachment	E	Regulations (1 Page)
Attachment	F	Federal Funding Accountability and Transparency Act Form (4 Pages)

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 15, 2014

AGENDA TAB NO. 13

SUBJECT TITLE: Appointment to Police Pension Board

OBJECTIVE:

The Mayor will designate an appointment to the Police Pension Board for ratification.

SUMMARY:

Police Pension Board and Fire Pension Board openings were advertised in the Lake Sentinel on September 14, 2014. Police Pension Board member Arthur VanDerStuyf has requested reappointment to the Police Pension Board. No applications were received for the Fire Pension Board. Ms. Laratta has resigned her resident position on the Fire Pension Board that is appointed by the city so there is a vacancy on that Board.

OPTIONS:

1) Approve the Mayor's designation
2) Do not approve.

STAFF RECOMMENDATION:

Move to ratify the Mayor's designation.

FISCAL IMPACT:

n/a

LEGAL SUFFICIENCY:

Legally sufficient.

Nancy Barnett

From: Arthur VanDerStuyf
Sent: Monday, September 15, 2014 2:01 PM
To: Nancy Barnett
Subject: RE: Police Pension Board

YES IT WOULD BE AN HONOR TO SERVE ANOTHER TERM.

From: Nancy Barnett
Sent: Thursday, September 11, 2014 10:46 AM
To: Arthur VanDerStuyf
Cc: Rob Wolfe
Subject: Police Pension Board

Dear Mr. VanDerStuyf,

Your position on the Police Pension Board is up in November 2014. Are you willing to be reappointed for another two year term?

I am copying Mayor Wolfe so you can respond to both of us.

The City appreciates your participation on this Board.

Thank you.

Nancy A. Barnett, C.M.C.
City Clerk
City of Tavares
PO Box 1068
Tavares, FL 32778-1068

Phone (352) 253-4546
Fax (352) 742-6351

TAVARES
America's Seaplane City

Publication: Orlando Sentinel; Date: Sep 14, 2014; Section: Lake Sentinel; Page: JA13

Legal Notices

Notice of Action

Foreclosure Sales

Miscellaneous Legals

Real Estate for Rent

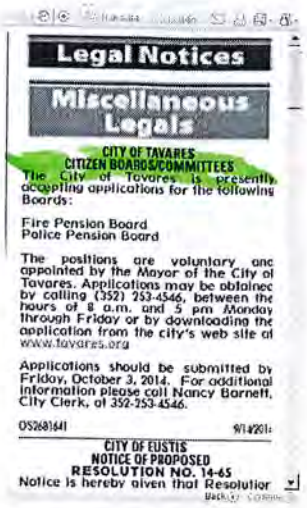
Apts/Condos/ Multi-Family Orlando Central/ Downtown for Rent

Real Estate for Sale

Homes Out of Area for Sale

BUSINESS OWNERS

Buy low, sell high! Place your professional services ad in the Orlando Sentinel Classified section at OrlandoSentinel.com/advertise



Legal Notices

Miscellaneous Legals

CITY OF TAVARES
CITIZEN BOARDS/COMMITTEES

The City of Tavares is presently accepting applications for the following Boards:

Fire Pension Board
Police Pension Board

The positions are voluntary and appointed by the Mayor of the City of Tavares. Applications may be obtained by calling (352) 253-4546, between the hours of 8 a.m. and 5 pm Monday through Friday or by downloading the application from the city's web site at www.tavares.org

Applications should be submitted by Friday, October 3, 2014. For additional information please call Nancy Barnett, City Clerk, at 352-253-4546.

OS2681641 9/14/2014

CITY OF EUSTIS
NOTICE OF PROPOSED
RESOLUTION NO. 14-65

Notice is hereby given that Resolution

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: OCTOBER 15, 2014

AGENDA TAB NO. 14

SUBJECT TITLE: Approval of Landscape Design Plans for the Wooton Park Phase 2 Project

OBJECTIVE:

To consider approval of the Landscape Design Plans for the Wooton Park Phase 2 Project.

SUMMARY:

The Wooton Park Expansion project was broken up into two (2) design phases as follows: Conceptual Design and Final Design services. Phase II Final Design Services was to develop a set of biddable engineered plans and specifications that incorporates City Council's approved concept plans as well as all of the DEP permit conditions.

The currently approved design plans include a new triple wide boat ramp with 20 plus boat paved parking spaces. a new restroom building adjacent to the parking area, the extension of the TAV-LEE Trail from the current Wooton Park through the expansion property and up Sinclair Avenue to Main Street, a gazebo/observation deck and fishing pier, and other related amenities such a benches, landscaping and lighting along the TAV-LEE Trail.

On Sept. 3, 2014 Council approved the Final Design Plans for the Wooton Park Expansion Project and asked that the proposed Landscaping Plans be brought back to Council for final review.

At its meeting held October 1, 2014, the Council reviewed the proposed Final Design Landscaping Plans and requested that additional drawings be brought back to the Oct. 15th Council meeting showing what tree heights would look like after 5, 10 and 15 years. These renderings will be presented for Council for review and approval.

OPTIONS:

1. That Council moves to review and approve the Final Design Landscaping Plans for the Wooton Park Phase 2 Project.
2. The Council moves not to approve the above recommendation.

STAFF RECOMMENDATION:

That Council moves to approve the Final Design Landscaping Plans for the Wooton Park Phase 2 Project.

FISCAL IMPACT: It is estimated that sufficient funds in the Wooton Park Expansion Project are available to complete the project as designed.

LEGAL SUFFICIENCY: Legally sufficient.

AVCON

Transforming Ideas Into Reality

Landscaping Presentation

Wooton Park Expansion / Tav Lee Trail

October 15, 2014

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Presented by:

AVCON

Landscaping Plan

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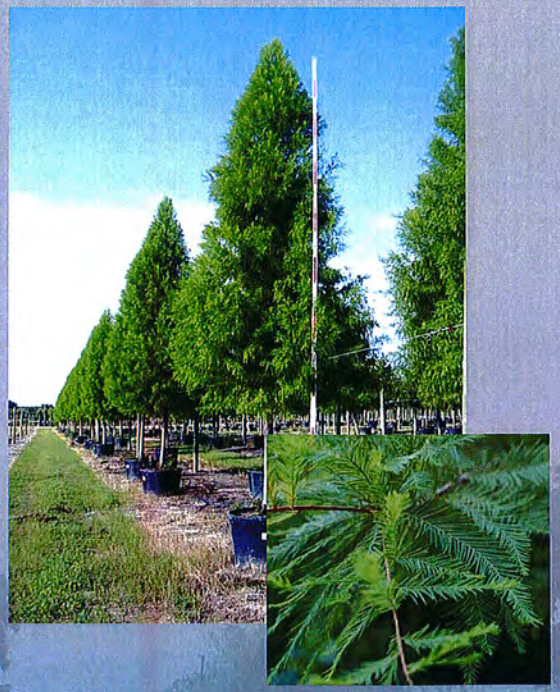
Setting the Standard for the Seaplane City!

AVCON

Large Trees

Winged Elm

Magnolia



Bald Cypress

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Small Trees

Crepe Myrtles

Natchez

Tuscarora

Ligustrum

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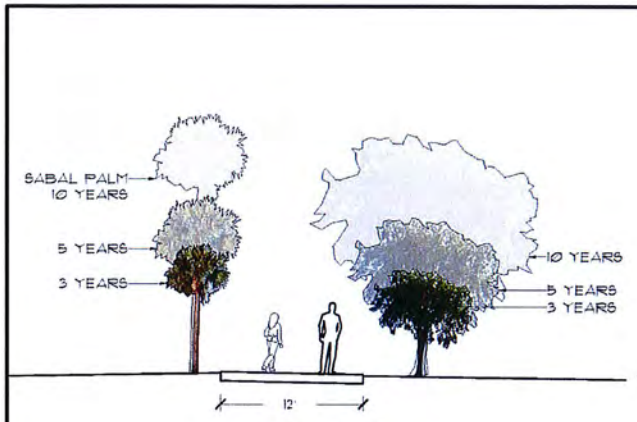
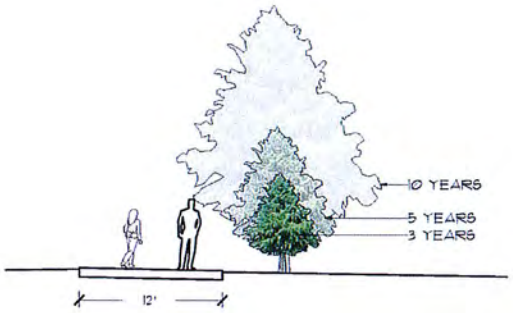


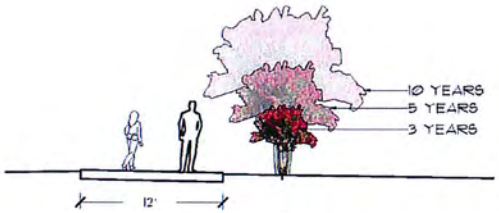
Winged Elm

Magnolia

Ligustrum



Bald Cypress



Crepe Myrtle

ZEV COHEN & ASSOCIATES, INC.

Tree Growth Elevations

Wooton Park

Tavares, Florida

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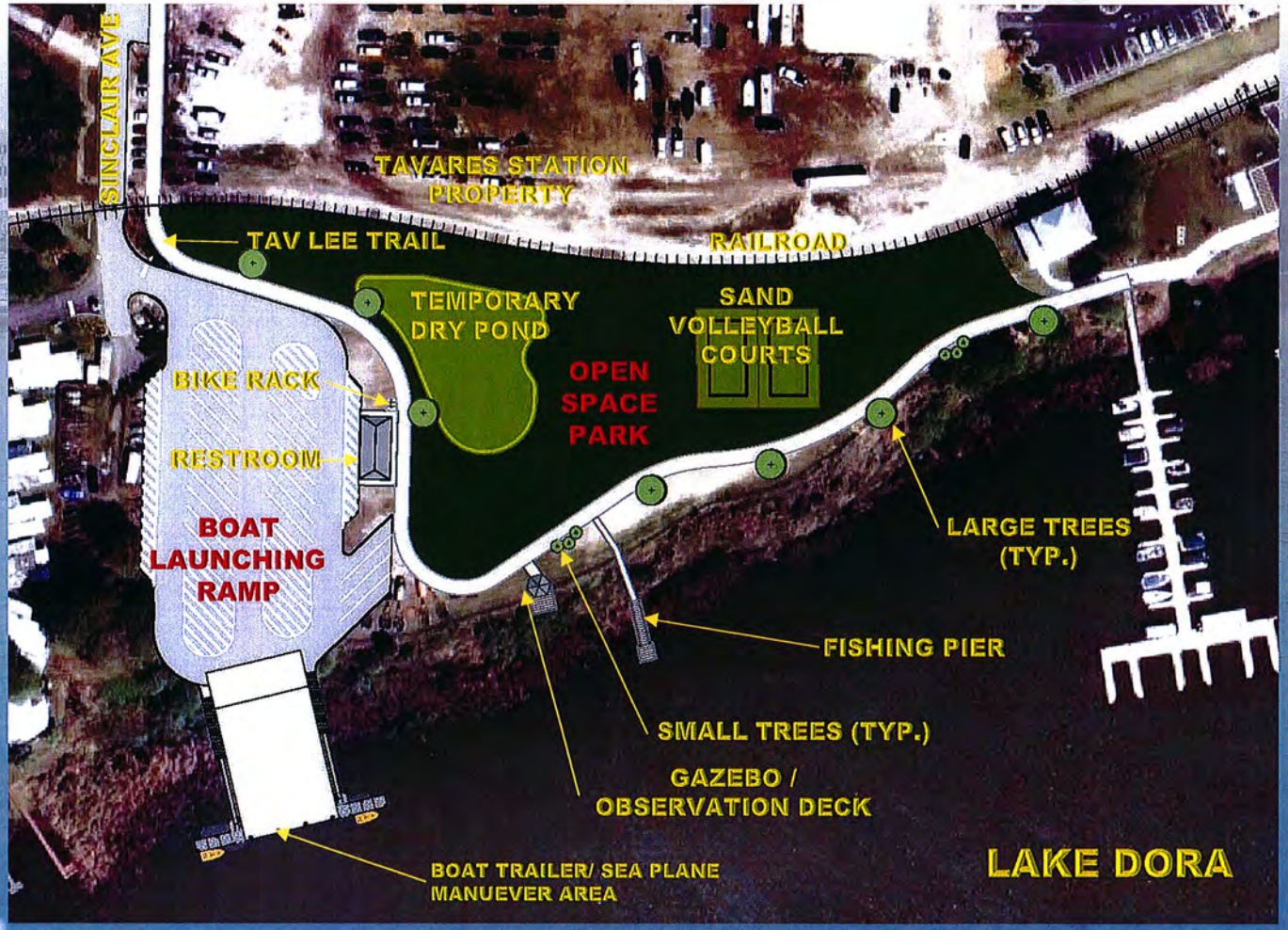
AVCON

Questions



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AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 15

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- Regular City Council Meeting November 19, 2014 (one meeting in November) With swearing in and election of Mayor and Vice Mayor
- Code Enforcement Special Magistrate Hearing – November 25, 2014 – 5:30 p.m.
- Lake County League of Cities Meeting – November 14, 2014; 12:00 p.m. Elks Lodge, Tavares
- Lake Sumter MPO Board – October 22, 2014 – 2:00 p.m. - MPO Board Room, Leesburg
- Library Board – November 19, 2014 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – October 16, 2014 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

Monster Splash – October 25

Howl o Fest – October 24-25

International Jet Ski Event – November 1-2, 2014

Z-Fest – November 15, 2014

Christmas Parade & Celebration – December 6

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AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 15, 2014

AGENDA TAB NO. 16

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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