

**AGENDA
TAVARES CITY COUNCIL**

**APRIL 1, 2015
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

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

I. INVOCATION & PLEDGE OF ALLEGIANCE

Tom Cavanaugh, First Baptist Church of Mt. Dora

II. CALL TO ORDER

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) Minutes of March 18, 2015 Regular Council Meeting

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 2) Ordinance #2015-05 – Rezoning of 38 Acres from RMF-3 to RMF-2 at the Southwest Intersection of Dead River Road & Captain Haynes Road – City Initiated	Jacques Skutt
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Tab 3) Ordinance #2015-08 – Interlocal Services Boundary Agreement With Lake County	Jacques Skutt
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SECOND READING

Tab 4) Ordinance #2015-03 – Amendment to Land Development Regulations – Chapter 17-56 – Cross Connection Fees to Reflect City Costs Lori Houghton

RESOLUTIONS

Tab 5) Resolution #2015-04 - Joint Planning Agreement with FDOT for Acceptance of Grant for Airport Master Plan Lauren Farrell

Tab 6) Resolutoin #2015-05 – Amendment to Joint Planning Agreement With FDOT for Increase in Funds for State Road 19 Sidewalk Construction Project Chris Thompson

X. GENERAL GOVERNMENT

Tab 7) Revision of Lake County Library System Policy LCC-63 - Library Impact Fee Application & Distribution Process Tammy Rogers

Tab 8) Alleyway Name Change Request (Kinsler with Adams) Lori Houghton

Tab 9) Request to Add Vision Statement to all City Business Cards Vice Mayor Grenier

Tab 10) Main Street Parking Workshop Update Jacques Skutt

Tab 11) Request to Obtain Appraisal on Property Adjacent to Public Safety Complex Property at US 441 and SR 19 Attorney Williams

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 12) City Administrator Lori Houghton

Tab 13) 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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CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
MARCH 18, 2015
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

Kirby Smith, Mayor
Bob Grenier, Vice Mayor
Lori Pfister, Councilmember
Lisa Johnson, Councilmember
Robert Speaks, Councilmember

STAFF PRESENT

John Drury, City Administrator
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Lori Houghton, Finance Director
Chris Thompson, Public Works Director
Lori Tucker, Human Resources Director
Bob Tweedie, Economic Development Director
Joyce Ross, Communications Director
Tammey Rogers, Community Services Director
Richard Keith, Fire Department
Jacques Skutt, Director of Community Development
Stoney Lubins, Police Chief

I. CALL TO ORDER

Mayor Smith called the meeting to order at 4:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Brooks Braswell, Umatilla First Baptist Church, gave the invocation and led the Pledge of Allegiance.

Mayor Smith noted the hearing devices available at the entrance table and requested that cell phones be silenced. He asked those who wished to speak to Council to fill out the form provided at the door.

III. APPROVAL OF AGENDA

1 Mr. Drury noted that this is the one time of the year that Attorney Williams is unable to attend the
2 Council Meeting, so if there is a legal matter that requires counsel opinion, that item will be
3 tabled. He noted he will be doing the swearing in for all of the ordinances.
4

5 **MOTION**

6
7 **Robert Speaks moved for approval of the Agenda, seconded by Bob Grenier. The motion**
8 **carried unanimously 5-0.**
9

10 **IV. APPROVAL OF MINUTES**

11
12 **Tab 1) Minutes of March 4, 2015 Regular Council Meeting**

13
14 Councilmember Speaks stated there were two places in the minutes that showed Vice Mayor
15 Grenier both moving and seconding the same motion (one on page 5 of 10, line 19, 20, and 21).
16 Mr. Drury noted staff would find the other motion needing correction.
17

18 **MOTION**

19
20 Robert Speaks moved for approval of the minutes of March 4, 2015 as amended, seconded by
21 Bob Grenier. The motion was approved unanimously 5-0.
22

23 **V. PROCLAMATIONS/PRESENTATIONS**

24
25 **Tab 2) National Library Week**

26
27 Mayor Smith read a proclamation designating April 12-18, 2015 as National Library Week. He
28 commended the library staff.
29

30 **Tab 3) Water Conservation Month**

31
32 Mayor Smith read a proclamation designating April as Water Conservation Month.
33

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

35
36 Mr. Drury gave the oath to those in attendance who wished to speak on Tab 6 – Ordinance
37 #2015-04 – Cagan Rezoning. He then asked Council if they had any ex parte communications on
38 this matter. Councilmember Speaks said he had spoken with Ted Wicks, the applicant's engineer.
39

40 **VII. READING OF ALL ORDINANCES/RESOLUTIONS**

41
42 Ms. Barnett read the following ordinances/resolutions by title only:
43

44 **ORDINANCE #2015-03**

45
46 **AN ORDINANCE AMENDING SECTION 17-56 OF THE CITY OF TAVARES**
47 **LAND DEVELOPMENT REGULATIONS PERTAINING TO CROSS**

1
2 **XI. GENERAL GOVERNMENT**

3
4 **Tab 7) Approval of Local Caterer for the Pavilion**

5
6 Ms. Rogers reviewed the background of the local catering Request for Proposals done recently
7 for Lake County caterers only. One reply was received from Pisces Rising of Mt. Dora. The
8 reviewing committee was comprised of representatives from Florida Hospital, the Chamber of
9 Commerce, and others. She noted the bid was advertised in several local publications, Chambers
10 of Commerce, and was mailed to caterers who had indicated an interest. She said Pisces Rising
11 has met the requirements that have been stipulated. This contract will run concurrent with the
12 other catering contracts.

13
14 Joshua Jungferman, General Manager of Pisces Rising, stood to address Council. He expressed
15 appreciation for the reopening of the bids.

16
17 Councilmember Johnson discussed the issue of not having a Tavares caterer and asked if
18 another bid would be opened up for caterers in the future. Mr. Drury noted the bid will re-opened
19 in three years.

20
21 **MOTION**

22
23 **Robert Speaks moved to approve Pisces Rising as the local caterer for the Pavilion on the
24 Lake, seconded by Lisa Johnson, The motion carried unanimously 5-0.**

25
26 **Tab 8) Simply Married Program**

27
28 Ms. Rogers stated that marriage licenses are issued by the Lake County Clerk of Court who has
29 also offered a simple wedding ceremony in their office. Recently the Clerk decided not to provide
30 this service. Staff is proposing to offer that customer initiative through the Pavilion by providing a
31 ceremony in the gardens, a ceremony on the pier and/or a ceremony inside the building which
32 would come with a different price. The service would start effective April 2. Staff has met with the
33 Clerk and internally to develop the program logistics.

34
35 Councilmember Johnson asked how many weddings would be done a week. Ms. Rogers said the
36 Clerk performed an average of 500 ceremonies a year which was been spread out across three
37 offices. Staff is proposing to perform the weddings on Tuesdays and Thursdays. Staff is
38 proposing to charge \$50.00 in the garden, \$75.00 on the pier or on the steel balcony, and \$100
39 inside the building.

40
41 Discussion followed on who would be married. Ms. Rogers noted this would be for anyone who
42 wants to be married as allowed by the State of Florida. Vice Mayor Grenier asked if this would be
43 a temporary program. Mr. Drury said that staff could provide an update to Council in 90 days on
44 the Simply Married program. He confirmed that the City Attorney has reviewed the proposed
45 program.

46
47 **MOTION**

1
2 **Robert Speaks moved to approve the Simply Married program provided that Council is**
3 **given a report after 90 days, seconded by Lisa Johnson.**
4

5 Vice Mayor Grenier stated he will be voting for the motion however had been opposed to the
6 Domestic Partnership ordinance and would be very interested in the report.
7

8 Councilmember Pfister stated she wished to separate church from state and that she believes
9 marriage is between a man and a woman but everyone has a right to have a partner; she said
10 she is all for legal Domestic Partnerships but does not like calling them a "marriage."
11

12 **The motion carried 4-1 as follows:**
13

14 Kirby Smith	Yes
15 Robert Speaks	Yes
16 Bob Grenier	Yes
17 Lisa Johnson	Yes
18 Lori Pfister	No

19

20 **Tab 9) Downtown Parking**
21

22 Mayor Smith said he had brought up this issue as it had been presented to him that there is a
23 parking problem downtown. He said he does not feel there is a parking issue downtown yet,
24 however being a progressive minded city, there needs to be forward thinking on the parking
25 situation.
26

27 Mr. Skutt reported there are four different parking options: free on street parking mostly on Main
28 Street; free public parking lots; the county's free parking garage (although it is not open on the
29 weekends or late at night), and private on site parking lots. Staff spent a week monitoring the
30 parking. The conclusion was that it is difficult to find a parking spot on Main Street during prime
31 business hours on any day of the week. When the medical clinic opens up it will likely be more
32 difficult to find a parking spot on Main Street. He said if all the parking presently available in the
33 downtown was utilized there is not enough parking for future growth. He said the Downtown
34 Master plan adopted in 2007 predicted a parking problem. The plan to solve the problem was to
35 first construct another parking garage at the east end of the downtown and second to design the
36 downtown to ensure that it creates an inviting and safe walking environment. He advised that the
37 solution is to continue to implement the downtown Master Plan and to consider seeking out a
38 consultant to assist the city with the parking recommendation of that plan.
39

40 Mr. Skutt discussed the following three options:

41 Option 1: That City Council directs staff to research specific means to optimize the use of the
42 existing parking lots within the downtown. This would include resurfacing where
43 needed, striping, landscaping, signing, advertising and promoting their use. Also, the
44 County should be encouraged to seek mechanisms to encourage their staff and
45 customers to use their parking garage to the fullest extent.
46

47 Option 2: That City Council directs staff to complete a study on ways to insure that on-street

1 parking on Main Street is a premium preference. This will include options such as
2 signed time-limited parking and metered parking. The installation of ADA compliant
3 handicapped spaces with sidewalk ramps should also be considered.
4

5 Option 3: That City Council directs staff to locate properties along Main Street that could be
6 purchased and converted to public parking lots.
7

8 Mr. Skutt said his recommendation is to stay the course with the Downtown Master Plan and
9 when the time is appropriate, pursue those parking options suggested in the plan.
10

11 Mayor Smith asked Vance Joachim to come forward to speak to Council.
12

13 Mr. Joachim said he comes to the downtown frequently and that it bothers him to see the entire
14 lower floor vacant of the County parking garage. He said probably the jury should be on the third
15 floor. Councilmember Speaks noted it is a County parking garage and he encouraged Mr.
16 Joachim to speak to the County. Mr. Joachim said the Sheriff is taking the entire side lot by the
17 History Museum which makes it difficult for people wishing to visit the museum. He discussed
18 signs that he believed Mr. Baker had put out and an employee who he had observed parking on
19 the street. He suggested signs with time limits with "rolling" enforcement.
20

21 Mayor Smith noted he has sent a letter to all of the County officers to request that they encourage
22 their employees to come up with an incentive plan to all of the employees park in the garage and
23 some ideas have started to come in.
24

25 Mayor Smith said he had another option which is that Council could consider budgeting in 2016
26 for a parking consultant to develop a long range plan.
27

28 Councilmember Speaks stated that 1) once the Clerk's building has been purchased the
29 associated traffic will be going to the government campus which should free up some space and
30 2) the renewal of the penny sales tax may provide funds to build a parking garage.
31

32 Councilmember Johnson said she has observed the problem first hand since she has moved
33 downtown with her small business. She said she has been approached by other business owners
34 with similar concerns and one business in particular with geriatric clients who have trouble
35 walking much distance. She said she agreed with the time limit on parking and discussed her
36 concerns about parking for retail businesses and restaurants currently and in the future.
37

38 Councilmember Speaks suggested special signage and expressed caution about anything
39 requiring more police enforcement.
40

41 Mayor Smith noted he did not want to have a knee jerk reaction and was more interested in a
42 long term plan.
43

44 Vice Mayor Grenier said he did not support having a parking consultant and that he thought the
45 city was aware of the parking options. He expressed concern about the level of usage of the
46 parking garage.
47

1 Mr. Drury discussed the option of holding public workshops with the businesses, Chamber, and
2 residents to discuss parking options and then make recommendations to Council.

3
4 Councilmember Pfister said she has lived and worked in downtown Tavares for over 10 years
5 and believes there is no parking problem except on Tuesdays due to the County Commission
6 meeting. She said if it were mandatory that the County employees park in the parking garage
7 there would not be a problem as it is underutilized.

8
9 **MOTION**

10
11 **Robert Speaks moved to follow Mr. Drury's recommendation and to do a study, invite in**
12 **the principal people in the downtown and the citizens of Tavares and hold workshops to**
13 **come up with recommendations. The motion was seconded by Bob Grenier.**

14
15 Councilmember Pfister reiterated that she would prefer that the City go to the County and
16 demand that the county employees park in the parking garage. She noted that when people have
17 to park and walk they will be more apt to notice new businesses.

18
19 **The motion carried 4-1 as follows:**

20
21 **Kirby Smith** Yes
22 **Robert Speaks** Yes
23 **Lisa Johnson** Yes
24 **Bob Grenier** Yes
25 **Lori Pfister** No

26
27 **Tab 10) Approval of Community Grant Applications**

28
29 Ms. Barnett noted that Council had approved in December to grant up to \$500 each to community
30 not for profit entities who meet the application criteria. Staff is recommending that three
31 applications be awarded at this time: Early Learning Coalition of Lake County; Life Stream
32 Behavioral Center for the Open Door Center; and New Vision for Independence. She noted B.E.
33 Thompson is in attendance from Lifestream.

34
35 **B.E. Thompson (Open Door application)**

36
37 Mr. Thompson thanked Council for the opportunity to apply for the grant. He noted he is also the
38 gubernatorial appointed chair for the Early Learning Coalition and could answer questions on that
39 application as well.

40
41 **MOTION**

42
43 **Robert Speaks moved for staff recommendation [\$500 grant each to Early Learning**
44 **Coalition; Life Stream for Open Door Center; and New Vision for Independence], seconded**
45 **by Lisa Johnson. The motion carried unanimously 5-0.**

46
47 **Tab 11) Discussion on Fred Stover's Future Role in the Recreational Program**

1
2 Ms. Rogers stated this is an opportunity to discuss the Fred Stover Complex and its role in the
3 recreational program. She noted the city owns, utilizes and maintains the complex. The high
4 school uses it for the boys hardball and girls softball programs. She noted that families often have
5 children at both sports programs at Woodlea Sports Complex and Fred Stover which can be an
6 inconvenience for the family members. Eventually there will be eight ball fields at Woodlea Sports
7 Complex but the funding is not complete.

8
9 Ms. Rogers stated one possibility is to approach the School Board to see if they would be
10 interested in purchasing the Fred Stover property which would provide funds to complete the
11 fields at Woodlea. She said three options have been provided:

- 12
13 1) City keeps and maintains ownership of the Fred Stover complex and joint usage stays the
14 same
15 2) To formally approach the Lake County School Board to learn the level of interest that they
16 might have in purchasing the complex
17 3) To plan to sell the property to a private investor for residential development or for other
18 purposes
19

20 Councilmember Speaks said he did not support selling the property for any type of development.
21 He said if the Board did approach the City, he would be in favor if there were sufficient funds to
22 finish the Woodlea Complex and if there was a reverter clause so that it would revert back to the
23 City of Tavares if not used as a sports complex.

24
25 Mayor Smith asked if there was a deed restriction that would prevent the city from selling the
26 park. Ms. Rogers said research was conducted by the City Attorney and staff and it was
27 determined that the land was not given to the city by the Stover family—the City acquired parcels
28 of land to build the complex and Mr. Stover was honored for his public service by having the park
29 named for him.

30
31 **MOTION**

32
33 Mayor Smith passed the gavel to Vice Mayor Grenier.

34
35 **Kirby Smith moved to formally approach Lake County School Board to learn the level of**
36 **interest that they might have in purchasing the complex at fair market value, seconded by**
37 **Lisa Johnson.**

38
39 Councilmember Speaks said he wanted to include that each party do a separate appraisal with a
40 reverter clause. Mayor Smith said that is not in the motion—he said the motion is to go to the
41 School Board to see if they have any interest in purchasing the property. Councilmember Speaks
42 said the reverter clause could be added later if approved by Council.

43
44 **The motion carried 3-2 as follows:**

45
46 **Kirby Smith** Yes
47 **Bob Grenier** No

1 **Lisa Johnson** **Yes**
2 **Robert Speaks** **Yes**
3 **Lori Pfister** **No**

4
5 Vice Mayor Grenier passed the gavel back to Mayor Smith.

6
7 **Tab 12) Update on Senior Services**

8
9 Ms. Rogers thanked Councilmember Pfister for requesting the update. She noted the Union
10 Congregational Church has been conducting the senior meal program and serves 65 meals to the
11 seniors every Monday and Wednesday. In addition the Tavares Recreation Department holds a
12 monthly dance at the Civic Center and averages 30 to 40 seniors per month. The shuffleboard
13 complex is used at least 130 times per year and brings in additional participants for the
14 tournaments.

15
16 **XII. OLD BUSINESS**

17
18 **XIII. NEW BUSINESS**

19
20 **Lake Community Action Agency**

21
22 Councilmember Johnson asked to be removed from the Lake Community Action Agency due her
23 difficulty in meeting the evening meeting time requirement. Mr. Drury said staff will advertise.

24
25 **XIV. AUDIENCE TO BE HEARD**

26
27 Historical Report:

28
29 Betty Burleigh spoke on the history of the Tavares mayors.

30
31 Diana Aten

32
33 Ms. Aten said as a resident she sometimes has a problem finding a place to park. She supported
34 having a parking garage on the east end of the city. She said she did not like the idea of selling
35 the Lake Stover field for residential property. She suggested having tennis courts at the property
36 as an alternative. In addition she noted there are some areas that need more lighting and foliage
37 cut back for pedestrians.

38
39 Walter Price

40
41 Mr. Price spoke about Lake Tavares and the issue of the ordinance that does not allow motorized
42 boats on Lake Tavares and he said he was in opposition to the ordinance being changed. The
43 Mayor responded that the issue came up at the previous meeting and the City Attorney was
44 directed to write a letter to be sent to the County to request that it be a county ordinance as well.
45 He said hopefully this will be on the County agenda.

46
47 **XV. REPORTS**

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Tab 14) City Administrator

Mr. Drury welcomed the new Economic Director, Bob Tweedie who has come to the City with an extensive background in aviation.

Economic Development

Mr. Tweedie thanked Council and staff for the warm welcome he has received. He said it is exciting and an honor to be at the city. He said had been trying to find an ATM eight years ago but noticed today that the ATM has finally arrived across the street.

City Attorney

Tab 15) City Council

Councilmember Pfister

Councilmember Pfister said she wanted to comment on Old Business. In terms of Stover Field, she said the fields will not be able to be replaced for fair market value. Regarding the Simply Married program, she remembered the decision regarding the Domestic Partnership had been complicated. She said she felt the approval of the Simply Married program was not thought through. She said she was trying to separate between what is a marriage and what is a partnership. She said she did not like calling a union a “marriage.”

Vice Mayor Grenier

Vice Mayor Grenier discussed the history of Pulsifer Road named after Royal M. Pulsifer who had been a friend of Major St. Clair Abrams and donated monies to the City.

Councilmember Speaks

Councilmember Speaks said he agreed with Ms. Pfister on her beliefs about marriage but he did not think the city was condoning it by allowing the city notaries to perform a ceremony on city property.

Councilmember Speaks noted that Brenda vonHartmann was the last elected mayor and had come to him to serve out an unfinished term which is how he came to be on Council in 2000.

He welcomed Bob Tweedie to the city.

Councilmember Johnson

Councilmember Johnson welcomed Mr. Tweedie. She congratulated the Water Dawgs for getting second place in the Dragonboat Festival. She said she was honored to be with the mayor for the opening ceremonies of the planting of the Friendship Tree at the festival. She noted at the

1 pavilion next Tuesday will be a health and business expo open to the public free of charge. She
2 asked if that could be promoted since it will be at the pavilion.

3
4 **Mayor Smith**

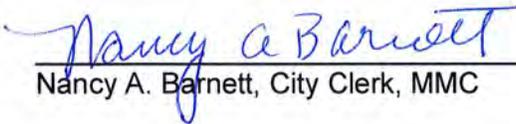
5
6 Mayor Smith commented on the planting of the Friendship Tree and the visit from Congressman
7 Daniel Webster and the President of Rotary International who visited the city at the Dragonboat
8 Festival. He said the Chamber did a phenomenal job with the festival. He expressed appreciation
9 to the city workers he had observed cleaning up the debris after the festival. He thanked the
10 Golden Triangle Rotary for allowing him to be part of the welcoming of Gary Huang, the Rotary
11 International President.

12
13 Mayor Smith said that Adam from Sea Ray donated his time and fuel for two planes to take the
14 International Rotary President for a seaplane tour of the Golden Triangle area.

15
16 **Adjournment**

17
18 There was no further business and Mayor Smith adjourned the meeting at 5:51 p.m.

19
20 Respectfully submitted,

21
22 
23 _____
24 Nancy A. Barnett, City Clerk, MMC

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 1, 2015**

AGENDA TAB NO. 2

FIRST READING

**SUBJECT TITLE: Ordinance 2015-05
Fox Run Inc-Rezoning to RMF-2 (City Initiated)**

OBJECTIVE:

To consider the rezoning of approximately 38.6 acres of property located on the southwest corner of Dead River Road and Captain Haynes Road from RMF-3 (Residential Multi-Family) and RMH-S (Manufactured Home Subdivision) to RMF-2 (Residential Multi-Family).

SUMMARY:

The subject property is located on the southwest corner of Dead River Road and Captain Haynes Road. It is approximately 38.6 acres in size and is owned by Fox Run Inc (Harold Holland). For at least the last ten years, this land has been used by the Fox Run Mobile Home Subdivision for the storage of boats and trailers. The land is comprised of three parcels. The two northerly acres were purchased by Mr. Holland in 1987 and the southerly parcel, which is almost entirely wetlands, was purchased in 1995. Records indicate that the Future Land Use of all of these lands is Low Density Residential although a mapping error from a now expired JPA with Lake County in 2001 incorrectly showed the southernmost parcel to be Public Facilities. Annexation and zoning ordinances affecting these lands designated the two northerly parcels as Residential Multi-Family (RMF-3) and the southerly parcel as RMH-S (Manufactured Home Subdivision), although due to the mapping error from 2001, the southerly parcel is incorrectly shown as Public Facility on our zoning maps. Further, a revision of our city's Land Development Regulations in 2005 made the RMF-3 and RMH-S zonings incompatible with the Low Density Residential Future Land Use in our Comprehensive Plan.

To correct these errors and to make the zoning of these properties consistent with the established Future Land Use designation, city staff, with permission from Mr. Holland (see attached), has initiated this rezoning to an RMF-2 zone. This zoning would allow either single family, duplex or townhome uses with a maximum density of 5.6 acres. This use is compatible with surrounding property uses and the established Future Land Use. Any development of this property must be done in conformance with the city's Land Development Regulations and any other applicable laws or regulations.

OPTIONS:

No Council action required at First Reading.

PLANNING & ZONING BOARD RECOMMENDATION:

At the March 19th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2015-05.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2015-05.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council approves Ordinance 2015-08.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This agenda summary has been reviewed for legal sufficiency.

Dear Mr. Skutt,

Please rezone our property on Dead River Road next to Fox Run Mobile Home Park from RMF-3 to RMF-2 as we discussed. This change is required due to the change in RMF-3 zoning since our original agreement. This will allow single family homes on the property as originally agreed.

Harold Holland
President
Fox Run, Inc.

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ORDINANCE 2015-05

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 38.6 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST INTERSECTION OF DEAD RIVER ROAD AND CAPTAIN HAYNES ROAD FROM AN RMF-3 (RESIDENTIAL MULTI-FAMILY) AND RMH-S (MANUFACTURED HOME SUBDIVISION) ZONING TO AN RMF-2 (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 vacant property described in Exhibit "A" attached hereto, owned by Fox Run Inc, consists of three parcels of land; and

WHEREAS, the two northerly parcels were zoned through Ordinance 97-03 to an RMF-3 (Residential Multi-Family) zoning by the present owner; and

WHEREAS, the southerly parcel was annexed and zoned through Ordinance 97-18 to an RMH-S (Manufactured Home Subdivision) zoning by the present owner; and

WHEREAS, the Future Land Use designation of these properties in our Comprehensive Plan is Low Density Residential; and

WHEREAS, revisions to the City's Land Development Regulations adopted in 2005 to the RMF-3 zoning category and a mapping error to the City's 2001 Comprehensive Plan resulted in the zoning of these three parcels to be inconsistent and in conflict with the Future Land Use designation of Low Density; and

WHEREAS, both the City and the property owner desires that the zoning of these lands be in conformity with the Future Land Use Designation to enable future development of this property; and

WHEREAS, an RMF-2 zoning is compatible with a Low Density Residential Future Land Use Designation; now therefore

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

2
3 **Section 1. Rezoning**

4 That said property, as legally defined in Exhibit "A", attached hereto and made a part
5 herewith, is rezoned from RMF-3 (Residential Multi-Family 12-25 dwelling units per acre) to
6 RMF-2 (Residential Multi-Family 12 dwelling units per acre), under the specific provisions as
7 established by the City of Tavares Land Development Regulations.

8
9 **Section 2. Severability.**

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

13 **Section 3. Effective Date.**

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

16
17 **PASSED AND ORDAINED** this _____ of _____, 2015, by the City Council of the
18 City of Tavares, Florida.

19
20 _____
21 Kirby Smith, Mayor
22 Tavares City Council
23

24 First Reading: _____

25
26 Passed Second Reading: _____

27
28
29 ATTEST:

30
31 _____
32 Nancy Barnett, City Clerk
33

34
35
36 APPROVED AS TO FORM AND LEGALITY:

37
38 _____
39 Robert Q. Williams, City Attorney
40
41

Exhibit "A"

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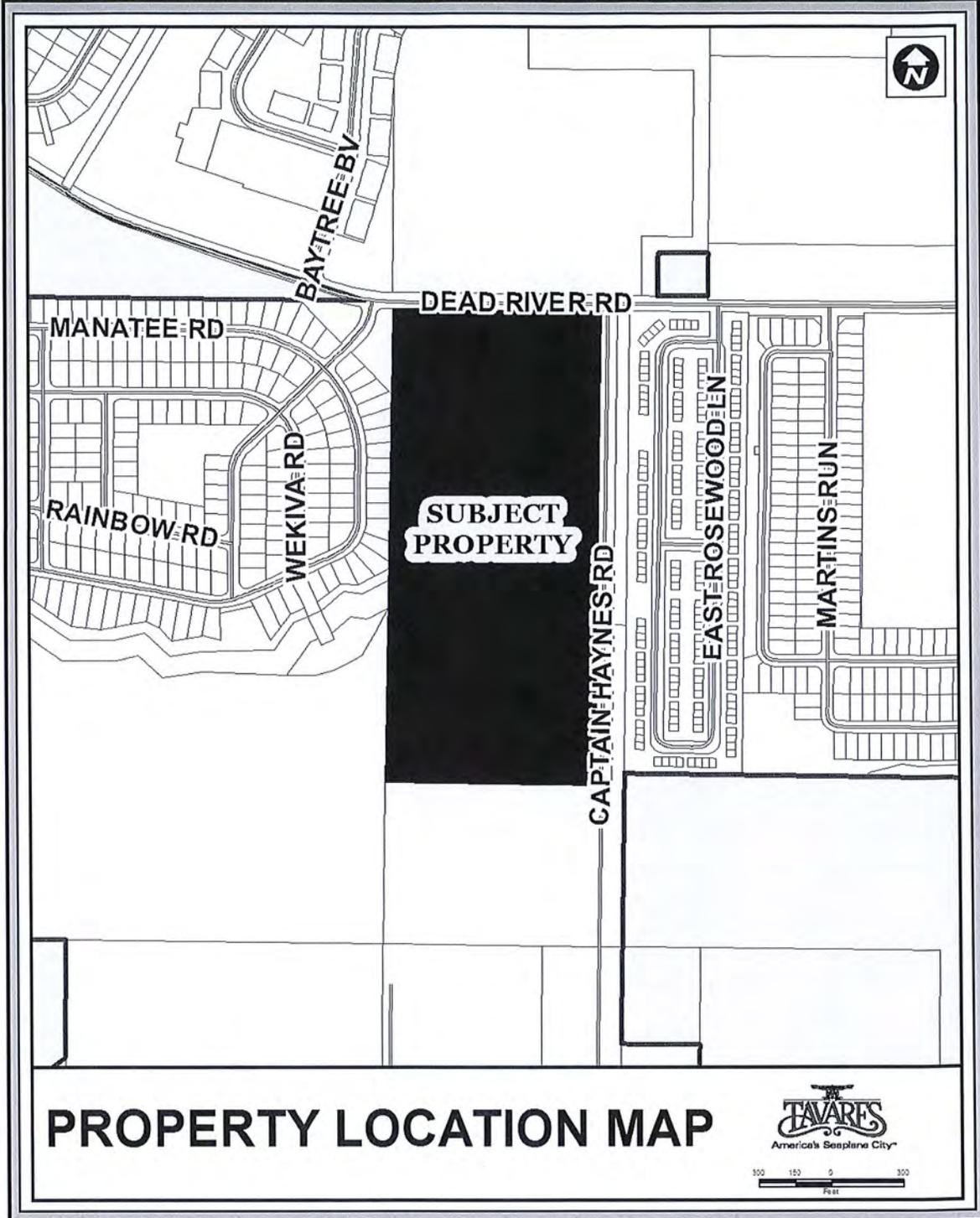
The West 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 26 East, Lake County, Florida.
LESS the East 50 feet thereof, and also LESS right of way of Dead River Road No. 3-4140.

The West 3/4 of North 1/2 of Southwest 1/4 of Northwest 1/4 in Section 31, Township 19 South, Range 26 East, LESS the East 50 feet.

ALSO: An Easement for ingress and egress as granted in O. R. Book 311, Page 877 over and across the East 50 feet of the West 3/4 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 26 East; and also an Easement for ingress and egress as granted in O. R. Book 896, Page 2039 over and across the East 15 feet of the West 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 26 East; all lying and being in Lake County, Florida.

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CITY OF TAVARES



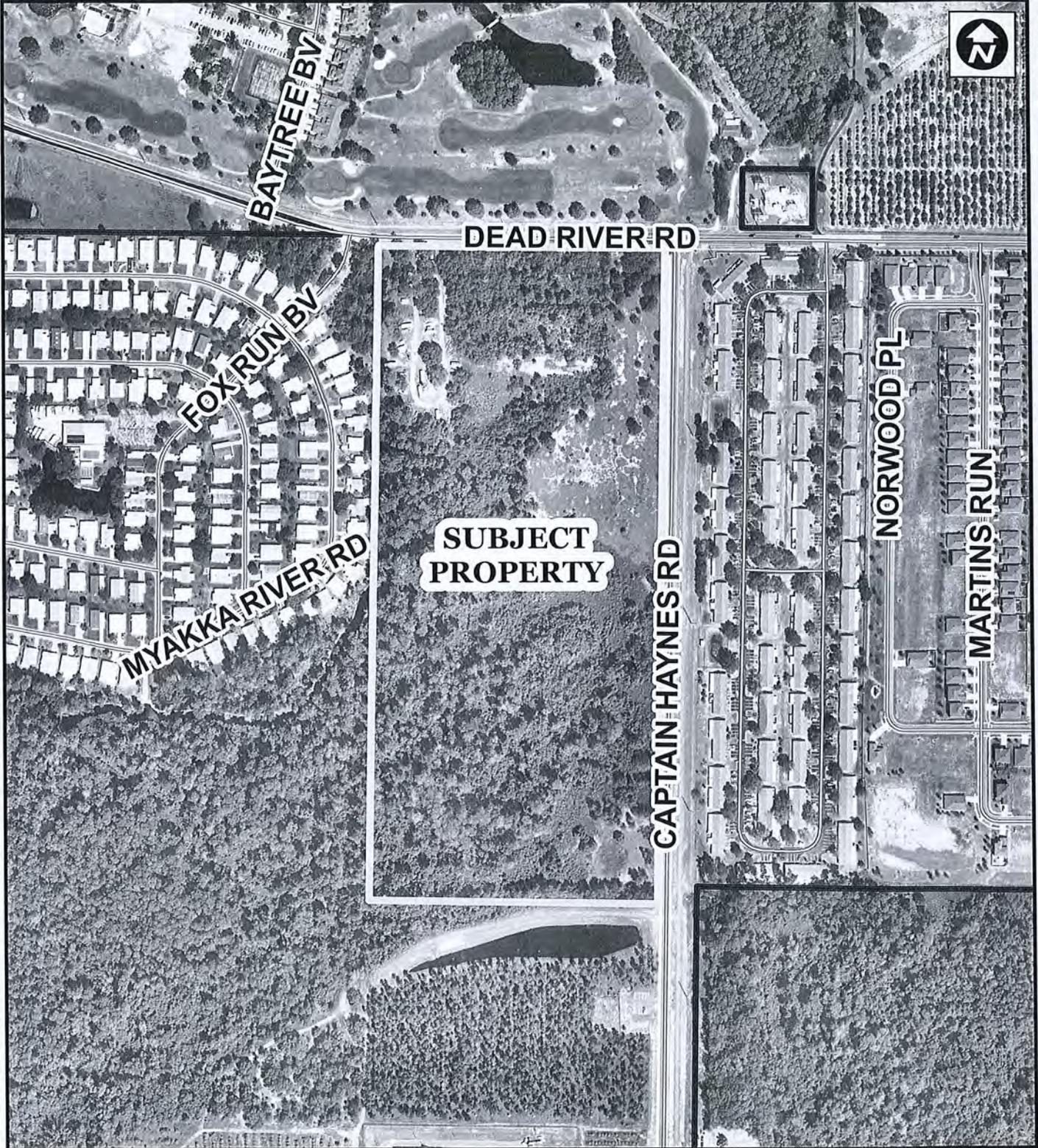
Created By: City of Tavares GIS

T:\pzd\DATA\PROJECT FILES\Holland Property; Rezoning - P22015-07\GIS\GIS_Maps\Holland_AD.mxd

Map Created on 2/17/15

1

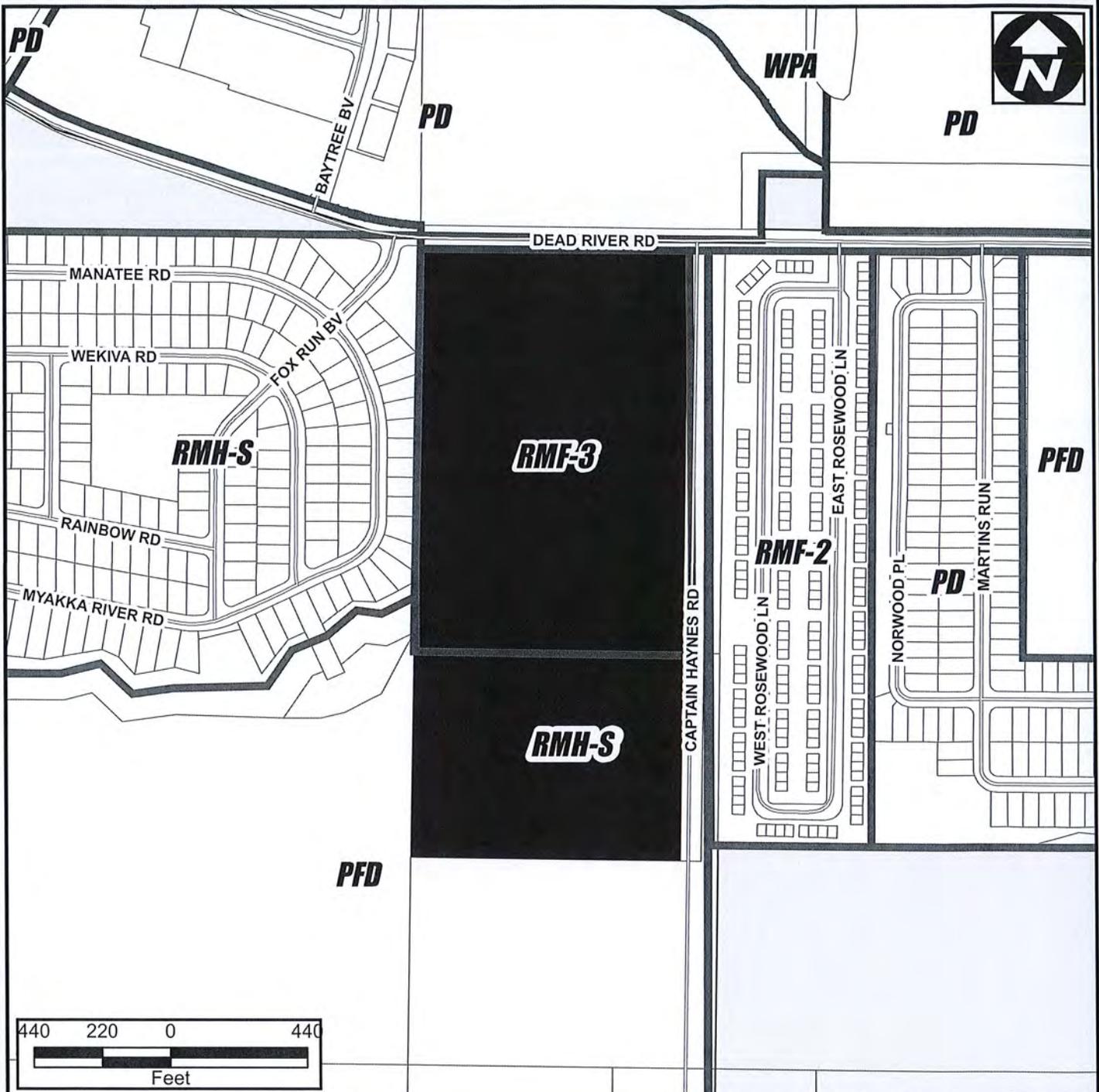
CITY OF TAVARES



PROPERTY LOCATION MAP



CITY OF TAVARES ORDINANCE # 2015-05



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

ZONING MAP

ORDINANCE # 2015-05

Fox Run, Inc.

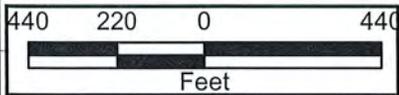
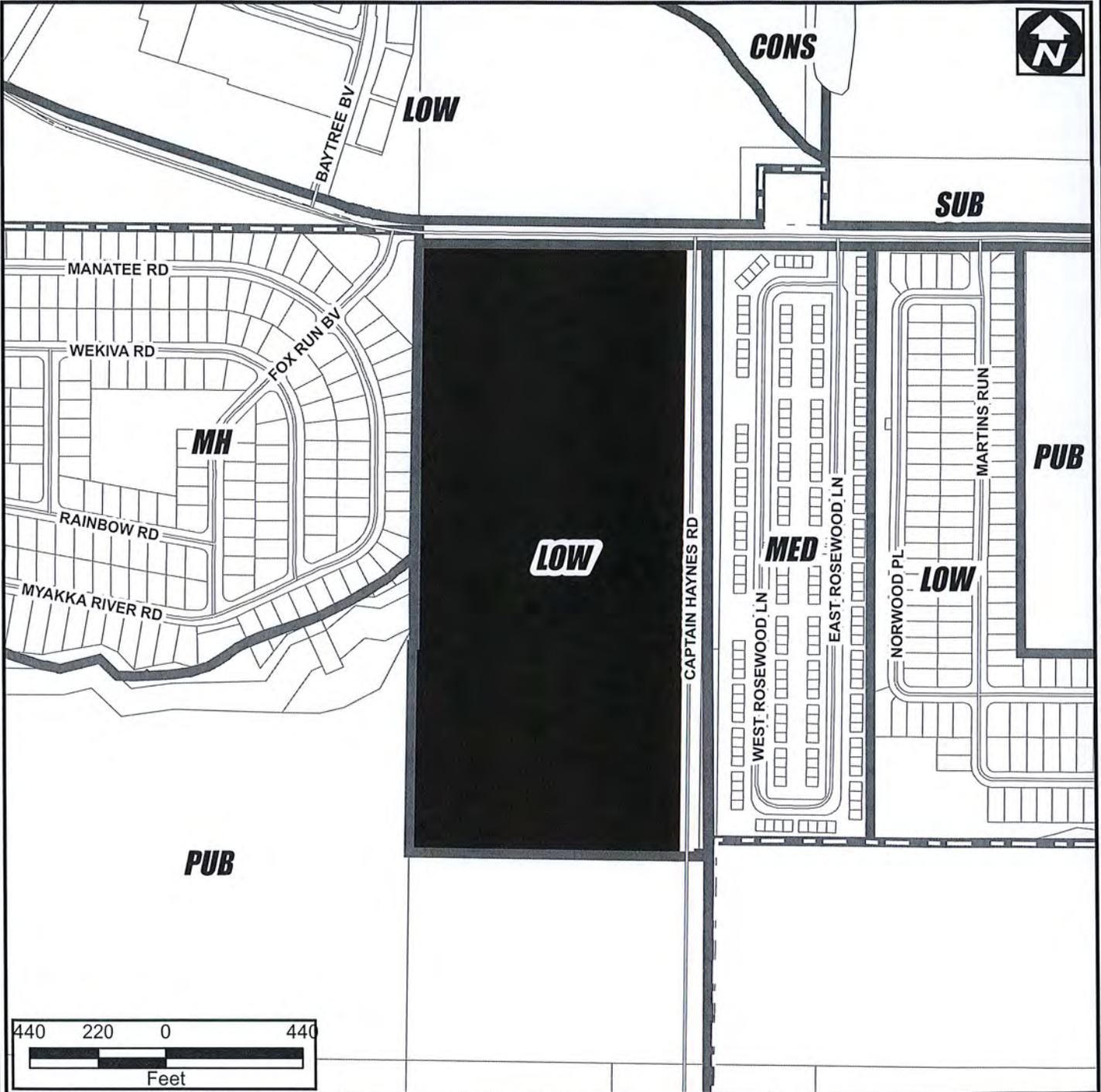
Current: RMF-3, RMH-S
Proposed: RMF-2

38.6 ± Acres

Legend

<ul style="list-style-type: none"> CITY BOUNDARY ZONING SUBJECT PROPERTY UNINCORPORATED 	<ul style="list-style-type: none"> MAJOR ROADS STREETS PARCELS CONS/WETLANDS
---	--

CITY OF TAVARES



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

FUTURE LAND USE MAP

Fox Run, Inc.

Current FLU: LOW

38.6 ± Acres

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



Orlando Sentinel

Publication Date: 03/09/2015

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

Ad Number: 3105145-1

Insertion Number: 3 x 10.5

Size: B&W

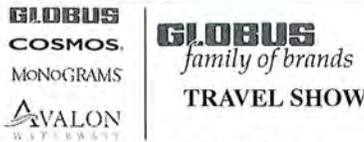
Color Type:

Client Name: City of Tavares

Advertiser: Lake Zone/E002/LAK

Section/Page/Zone: ff/ORD 2015-15-05

Description:



Monday, March 9 at 2PM
Leesburg Community Building
109 E. Dixie Avenue

Come and hear what's new with the Globus Family of Brands, and meet one of their European Tour Directors, Anthony Micallef, who specializes in the Alpine countries, and Central and Eastern Europe.

Plus... the latest promotions of Globus, Cosmos, Monograms and Avalon Waterways, including one you won't want to miss

\$299 airfare on select Avalon river cruises!

Book by April 7, 2015

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1120 S. Bay Street • Eustis, FL 32726
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Independent Contractors

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In Leesburg, Fruitland Park

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Great Opportunity

To be your own Boss!

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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 2015-05 titled as follows:

ORDINANCE 2015-05

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 38.6 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST INTERSECTION OF DEAD RIVER ROAD AND CAPTAIN HAYNES ROAD FROM AN RMF-3 (RESIDENTIAL MULTI-FAMILY) AND RMH-S (MANUFACTURED HOME SUBDIVISION) ZONING TO AN RMF-2 (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 2015-05 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on March 19, 2015, at 3 p.m.; and
2. Tavares City Council meeting on April 1, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on April 15, 2015, at 4 p.m. (Second Reading)

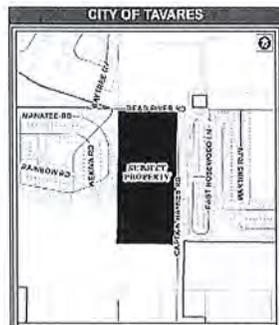
All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-05 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 32779, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

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



YOUR COMMUNITY IN BRIEF

Leesburg library hosts Lifelong Learning Series

By DEBBIE MANIS
 Staff Writer

Leesburg Public Library, 100 E. Main St., will present the following Lifelong Learning Series, which are free and open to the public. Registration isn't required.

"The Basics of Canine Nutrition" is 6 p.m. today. This class will cover the requirements for a balanced diet, grains versus grain-free foods, allergies, reading dog-food labels and more. Karen Egert, the owner of Karen's Canine Kitchen Inc. in Leesburg, will teach the program. An Internet safety presentation is 11 a.m. March 16. Topics will include social media, finding trustworthy sites and keeping your information private. The program will be led by librarian Sandy Hutchins.

The Florida Small Business Development Center at the University of Central Florida will give a presentation on the fundamentals of starting a small business at 1 p.m. March 18. Topics will include business plans, legal forms and licensing requirements. Ze' Carter will give a demonstration and sampling on West Indian cooking at 11 a.m. March 31.

For more information, call 352-728-9790 or email librarian@leesburgflorida.gov.

Food Truck Rally

The next Eustis Food Truck Rally will take place from 5 to 8 p.m. Tuesday in downtown.

The public is invited. Details: 352-357-3434 or communications@eustischamber.org.

Free educational programs

The University of Florida Lake County Extension Office will present the following free programs.

■ "Organize Your Important

Papers" is 10:30 a.m. to noon Wednesday at the extension office, 1931 Woodlea Road, Tavares. Learn how to get organized, what papers you should keep and for how long, securely store information and how to replace missing documents. Registration is required by visiting organizers.eventbrite.com.

■ "Closing Your Seasonal Home" is 10:30 a.m. to noon March 19 at Cagan Crossings Community Library, 16729 Cagan Oaks, Clermont. The program will provide information on preventing damage by heat, humidity, mold, storms and other potential problems. Participants will learn about what precautions they can take inside and out to return to a safe, mildew-free home. Registration is required by visiting cagan-seasonal.eventbrite.com.

For information or to register by phone, call 352-343-4101, Ext. 2719 or 2721.

Shred-a-thon

The Lady Lake Police Department is hosting the third annual "Scan Jam/Shred-a-thon" from 10 a.m. to 2 p.m. Saturday in the parking lot of Target, 716 N. U.S. Highway 27-441, The Villages.

Residents can shred no-longer-needed personal documents and papers that could give thieves information to steal identities or commit credit-card fraud. Shred up to three file boxes or bags of material for free.

Local law enforcement will provide information on identify theft, current scams and wanted persons.

Dog classes

■ The Central Florida Obedience Dog Club will start its novice obedience class today, and the tricks class will start March 16 at the 448 Community Club Building, 16024 County Road 448, Tavares. Details and registration forms: 352-742-4442.

LAKE THINGS TO DO

Archery

JOSEPH STEED'S ARCHERY offers beginning, intermediate and advanced archery classes Saturdays and Sundays at 8 a.m. in Montverde. Ages: 9-90. All experience levels welcome. Details: Joseph Steed, 407-913-4140 or josephsteedsarchery.com.

Fishing

SOUTH LAKE BASS ANGLERS Fishing Club is seeking new members. Boaters and nonboaters welcome. The club meets once a month and fishes the third Saturday of every month. Details: southlakebassanglers.com or call Al Smith, 352-396-6388.

LAKE COUNTY BASS TRACKERS has its monthly tournament on the second Saturday of each month on the waters of Central Florida. We meet and draw on the first Wednesday of the month at Umatilla City Hall. Boaters and nonboaters are invited to join and fish with us. Dues: \$20 a year. Details: Go to bit.ly/RVInjip or call Marty, 305-304-8734.

TRI-COUNTY FLY FISHERS CLUB meets the third Wednesday of the month in Wildwood Community Center, 6500 County Road 139 (Pow-

ell Road), 5:30 to 8 p.m. Fly-tying, fly-casting and rod-building are taught by qualified instructors. Local fishing opportunities are discussed. Saltwater- and freshwater-fishing excursions are planned each month. Details: Tom Green, 321-229-2924, or email capintom@yahoo.com.

Fitness

EUSTIS RECREATION is offering four Jazzercise dance-fitness classes. Classes at the American Legion, 101 S. Bay St., Eustis. Days: Mondays, Tuesdays and Thursdays 9:30-6:30 p.m., Saturdays 8:15-9:15 a.m. Details: Stacy Mathis 386-624-2033.

EUSTIS RECREATION is offering a Jazzercise Lite class on Saturdays at 9:45 a.m. Fee: \$5 per class. This is a less strenuous aerobic dance class. Meets at the American Legion building (101 S. Bay St., Eustis). Instructor: Stacy Mathis. Details: Stacy 386-624-2033.

GOLDEN TRIANGLE YMCA is offering a fitness assessment that will include a measure of total body composition, BMI, lean mass, fat weight, strength endurance and stamina. Accurate goal weight is projected, based on lean mass, by a certified

personal trainer. YMCA members only; fee-based. Details: 352-343-844.

MCLIN FITNESS CENTER in Mount Dora offers Zumba, Pilates, yoga, boot camp and a full-service, state-of-the-art fitness facility to the public. Please call 352-735-6532 after 5 p.m. Monday-Friday for more information.

GITTER FITTER, an aerobic dance and toning class using toning sticks, is being offered at the Church at Whistling Pines, 1631 Whistling Pines Road, Umatilla. Classes are at 5:30 to 6:30 p.m. Tuesdays and Thursdays. Each class is \$3. A free-weights class also is offered before Gitter Fitter, at 5 p.m. Bring weights and a mat. Details: 352-771-6556.

Melinda Joy Miller will provide step-by-step instructions.

Cost is \$10 for adults and \$3 for children 12 and younger. Members of the Florida Scrub-Jay Trail will receive a 10 percent discount.

Advance registration is suggested by emailing info@bbrowns.com or calling 352-429-8566.

Community yard sale

The Lady Lake Historical Society will have a community yard sale from 8 a.m. to 1 p.m. March 21 in Log Cabin Park, 107 S. Old Dixie Highway. In case of rain, the event will be April 11.

A 10-by-10-foot rental space is \$15 or \$20 with a table to sell items. To rent a space, call 352-269-4359.

Proceeds will go toward operating the society's historical museum.

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

PICKLES



How to reach us: Lake County newsroom contacts

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 jfallstrom@orlandosentinel.com

COMMUNITIES EDITOR
 SAL RECCI
 srecci@orlandosentinel.com

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 1, 2015**

AGENDA TAB NO. 3

FIRST READING

**SUBJECT TITLE: Ordinance 2015-08- Interlocal Service Boundary Agreement
between the City of Tavares and Lake County.**

OBJECTIVE:

To consider an ordinance adopting an Interlocal Service Boundary Agreement (ISBA) between the City of Tavares, Lake County and the participating cities of Leesburg, Mount Dora and the Town of Astatula.

SUMMARY:

City of Tavares' staff, with the assistance of Mayor Kirby Smith as Council liaison, has now successfully negotiated an ISBA with Lake County and with those municipalities requesting to participate. The agreement must be adopted by ordinance and is simultaneously being presented in April to governing Councils and Commissions for consideration and execution. Lake County Commission will hold their Public Hearing for adoption on April 21st.

The key points of the agreement:

1. Establish the future City Boundaries which will enable Tavares to plan for necessary utility extensions to serve this expansion and growth.
2. Identify which roads the City will ultimately be responsible for maintaining and which roads the County will retain. As this point, the County has agreed to perpetually maintain CR 561, CR 448, CR 448 Extension (between SR 19 and 561) and David Walker Drive. Other County maintained roads within the ISBA area will gradually be transferred to the City once 50% of the road's property frontage is annexed.
3. The County and the City will agree to automatic aid for Fire and Rescue Services defined as the immediate response of emergency personnel closest to the scene, regardless of jurisdiction or location. This will also include County owned properties and buildings within the City of Tavares. On a quarterly basis, the responding calls will be tabulated and if inequitable, compensation will be made.
4. The County and City will agree that they will work together to compare their Land Development Regulations with the goal to eliminate inconsistencies within the ISBA Area.

OPTIONS:

No City Council action required at First Reading.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council approves Ordinance 2015-08.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This agenda summary has been reviewed for legal sufficiency.

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ORDINANCE 2015-08

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF TAVARES, LEESBURG, MOUNT DORA, ASTATULLA AND LAKE COUNTY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

11 **WHEREAS**, the City is authorized by §171.203 of the Florida Statutes to participate in
12 negotiations with other local governments; and

13 **WHEREAS**, these Cities, and Lake County, have determined that the benefits of
14 intergovernmental communications and coordination will accrue to all Parties; and

15 **WHEREAS**, officials of these Cities and Lake County have met and negotiated in good
16 faith to resolve issues relating to annexation, joint planning and provision of infrastructure and
17 wish to reduce their agreement to writing as set forth in this Agreement; and

18 **WHEREAS**, the ISBA Agreement is entered into pursuant to the authority of Article VIII
19 of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011,
20 *Florida Statutes (2009)*, now therefore:

21
22 **BE IT ORDAINED** by the City Council of the City of Tavares, Florida, as follows:

23 **Section 1. Adoption**

24 The City of Tavares does hereby adopt the Interlocal Service Boundary Agreement
25 (ISBA) in the form attached to this Ordinance as Exhibit "A" and the City Council authorizes and
26 directs the Mayor and City Clerk to execute the Agreement on behalf of the City of Tavares.

27 **Section 2. Repeal of Conflicting Ordinances**

28 All ordinances or part of ordinances which are in conflict with this Ordinance are hereby
29 repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as
30 they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall
31 intent and effect of any of the conflicting ordinance, in which case those ordinances so affected
32 shall be hereby repealed in their entirety.

Exhibit "A"

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**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
The City of Tavares and Lake County, Florida**

March 12, 2015

1 2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit
2 A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such
3 map the boundary areas for TAVARES as well as unincorporated areas.
4

5 3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the
6 Interlocal Service Agreement Boundary as displayed on Exhibit A:
7

8 a. **ANNEXATION OF PROPERTIES.**
9

10 i. **Part I Chapter 171, Florida Statutes.** TAVARES shall be entitled to annex any
11 property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
12

13 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the
14 annexation of any enclave or the creation of any enclave which is the result of an
15 annexation, so long as TAVARES agrees to provide services to such enclave, and
16 TAVARES holds a public hearing prior to such annexation where the owners of all
17 properties within the enclave are given written, first class mail notice, and an
18 opportunity to comment publicly at such meeting.
19

20 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida**
21 **Statutes; Specific Properties.** COUNTY hereby consents to the annexation by
22 TAVARES of any non-contiguous real property in the unincorporated area within the
23 Interlocal Service Boundary Area as depicted in "Exhibit A" provided the consent
24 requirements in Part II of Chapter 171 are satisfied and that subject properties are
25

- 26 1. presently served by TAVARES or other public central water and/or sewer utility; or
- 27 2. where subject property owner/developer has entered into a concurrent Water and
28 Sewer Utility Agreement at the time of annexation to extend utility infrastructure to
29 the subject property, and provided further the TAVARES shall not approve any
30 development, or issue a final development order in such annexed area unless central
31 water and wastewater shall serve the development.
32

33 b. TAVARES shall not annex any areas not contained within the TAVARES ISBA without the
34 approval of the COUNTY.
35

36 c. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the
37 annexation of right of way located in the Interlocal Service Boundary Agreement area of
38 TAVARES, so long as at least one side of the road will be bounded by property located
39 within TAVARES after the annexation, or which meets any of the other annexation
40 requirements of this Agreement. TAVARES agrees that at the time that it annexes any
41 property which abuts a roadway, that, to the extent possible, it will also annex the adjacent
42 road right of way to avoid the creation of roadway enclaves. Annexing the right of way
43 pursuant to this sub-paragraph does not require TAVARES to accept maintenance
44 responsibility for such road.
45

46 d. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation
47 of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any
48 subject road right-of-way, other than a State of Florida operated and maintained right-of-way,
49 located between two nearest collector streets (or streets with a higher classification)
50 intersecting right-of-ways (i.e. cross streets) or COUNTY four-lane or greater roadway,

1 TAVARES shall assume maintenance responsibility for such road right-of-way segment and
2 associated drainage facilities not terminating at any right-of-way centerline, but between and
3 extending to and including the above mentioned local cross street intersections, or as may be
4 mutually designated. All such transfers of maintenance responsibility related to an
5 annexation shall include the entire width of the right-of-way adjacent to annexed properties.
6 However, nothing in this agreement shall require TAVARES to assume maintenance for any
7 roadway and associated drainage facilities that does not meet City standards other than right
8 of way width, nor shall TAVARES have any responsibility to widen any such road.
9 TAVARES shall not be required to assume maintenance for the following roadways unless a
10 separate agreement is approved by TAVARES and COUNTY. Such roads are as follows:

- 11 1. CR 561
- 12 2. CR 448
- 13 3. CR 448 extension (from SR19 to CR 561)
- 14 4. David Walker Drive

15
16
17 4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS,**
18 **COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the
19 Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction
20 has control over permitting decisions. This difficulty will be exacerbated in areas where one
21 jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In
22 order to minimize such difficulties, TAVARES and the COUNTY agree as follows:

- 23
24 a. **Development Applications.** For any application for development which is received by
25 COUNTY for land within the TAVARES ISBA, designated area on **Exhibit A**, or any
26 application for development received by TAVARES for land within TAVARES limits
27 and within five hundred feet (500') of land that is located in the unincorporated area,
28 TAVARES or COUNTY, as the case may be, will immediately provide a copy of the
29 development application to the other. TAVARES and COUNTY shall work together to
30 minimize any conflicts in regulations and to make the permitting process as efficient as
31 can be. TAVARES and COUNTY shall work together to encourage all new development
32 in the unincorporated area of the ISBA to utilize central utilities when it is financially and
33 technologically feasible.
- 34
35 b. **Land Development Regulations.** TAVARES and the COUNTY shall work together to
36 compare their respective Land Development Regulations, and where there are
37 inconsistent regulations; work towards eliminating such inconsistency, to the extent
38 possible. When regulations are inconsistent, TAVARES and the COUNTY shall strive to
39 jointly amend the regulations with a goal to eliminate unnecessary conflict. TAVARES
40 and the COUNTY recognize there may be regulations that a party cannot amend for
41 purposes of consistency due to factors beyond the party's control, for example,
42 consumptive use permit requirements. It is estimated that this process shall take up to
43 thirty-six (36) months, at which time elected representatives from TAVARES and the
44 COUNTY shall meet to review the progress that has been made.

1 c. **Comprehensive Plans.** TAVARES and the COUNTY acknowledge that TAVARES'
2 Comprehensive Plans will have to be updated as annexations occur, and that the
3 COUNTY Comprehensive Plan may need to be amended to accommodate future growth
4 plans of TAVARES within their designated areas. TAVARES and the COUNTY agree
5 to work together to jointly plan the designated areas to avoid incompatibility between
6 uses in TAVARES and COUNTY.
7

8 5. **SOLID WASTE.** The COUNTY agrees that any contract that it enters for the collection of waste
9 will be able to be utilized by TAVARES at their option, and will coordinate and communicate with
10 TAVARES on solid waste disposal opportunities which may exist after 2014.
11

12 6. **FIRE HYDRANTS.** TAVARES agrees that any time a potable water line is extended into or
13 through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended
14 distances, based on TAVARES' standards and approval, for fire hydrant spacing at COUNTY's
15 election and expense. TAVARES agrees that COUNTY shall have the right to have fire hydrants
16 installed on any City water line located in the unincorporated area at COUNTY expense and as
17 approved by TAVARES. TAVARES agrees that the COUNTY Fire Department shall have the right
18 to use any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify
19 TAVARES anytime such a hydrant is used along with an estimate of how much water was used.
20 Notification shall be in writing to the City Administrator and provided within seven (7) calendar days
21 of the COUNTY's use.
22

23 7. **SHARING OF EQUIPMENT AND RESOURCES.** TAVARES and the COUNTY each own and
24 operate equipment and resources that might be of use to the other. The goal of this paragraph is to
25 minimize duplication of resources by allowing one party to this agreement to utilize the resources of
26 another party in an effort to avoid duplication. TAVARES and the COUNTY agree to allow the other
27 party to utilize resources and equipment owned by the other so long as such equipment and resource
28 is available and so long as the using party pays all costs involved with such use. It is recognized that
29 in order to utilize some types of equipment, staffing from the donating agency will also be required,
30 and in such a case, the agency using such resource or equipment shall also be responsible to pay any
31 staff costs.
32

33 8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing
34 system. Such system is in use in the unincorporated area of Lake County and in some municipal
35 areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not
36 in compliance with the COUNTY numbering system. However, universal use of the COUNTY
37 addressing system will enhance emergency response for all citizens of Lake County. TAVARES and
38 the COUNTY agree that any new address issued by TAVARES or COUNTY (including any
39 readdressing that may occur) will be issued in accordance with the County E 911 addressing system
40 and rules. TAVARES agrees that from the Effective Date of this agreement, all new addresses issued
41 to their residents, shall meet the COUNTY's addressing standards. TAVARES shall utilize the
42 process set forth in Exhibit B, attached hereto and incorporated herein by reference.
43

1 **9. FIRE AND RESCUE SERVICES.**

2
3 a. COUNTY and TAVARES agree to automatically respond to assist the other for all types
4 of emergencies including fire, medical emergencies, rescue, hazardous material,
5 extrication, and natural and accidental disasters within the ISBA area, as well as in
6 adjacent areas pursuant to Section (d) below. The provisions of this agreement do not
7 apply to non-emergency calls, as defined in vii. below.

8
9 i. The parties agree to provide such assistance on an automatic aid basis utilizing
10 the available units nearest to the incident.

11
12 ii. This agreement is not intended and shall not be construed to in any way deprive
13 COUNTY or TAVARES of any jurisdictional powers that such entity may have,
14 nor is it the intention of the parties to combine their individual departments into a
15 single department or district providing the services encompassed by this
16 agreement.

17
18 iii. For purpose of this agreement, automatic aid shall be defined as the immediate
19 response of emergency personnel closest to the scene, regardless of whether such
20 personnel are from the jurisdiction where the incident is located. The automatic
21 aid shall be based on a predefined process agreed to pursuant to vii. below that
22 results in the immediate response of emergency personnel to the scene of an
23 emergency. COUNTY and TAVARES shall mutually agree on the level of
24 response that different types of incidents will require, and units will be
25 dispatched accordingly. All units of COUNTY and TAVARES shall be available
26 to be dispatched, unless involved in another call, if such response is required
27 based on the necessary level of response that is required.

28
29 iv. During the term of this agreement, COUNTY and TAVARES agree that they
30 will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter
31 "LEMS") (or any successor entity approved both by COUNTY and TAVARES)
32 for dispatching of fire and emergency medical services.

33
34 v. During the term of this agreement, COUNTY and TAVARES agree that they
35 will install and maintain Automatic Vehicular Locator Systems (hereinafter
36 "AVL") on all emergency response vehicles in their fleets that are located in or
37 near the ISBA area; such Automatic Vehicular Locator Systems shall be
38 compatible with computer and radio systems maintained by LEMS. COUNTY
39 agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for
40 any TAVARES response vehicle that does not currently have one; TAVARES
41 will be responsible to purchase such units for vehicles placed in service after the
42 effective date. TAVARES and COUNTY will be responsible for maintenance
43 and operating charges for AVL's on their own vehicles.

44
45 vi. While providing automatic response, an entity that is responding outside its
46 jurisdiction shall be subject to the orders and directions of the officer in charge of
47 the operations. If an officer for the jurisdiction in which the incident is located is

1 not available at the scene, the highest-ranking officer from the responding party
2 will control the scene until its termination or an officer from the jurisdiction in
3 which the incident has occurred arrives and scene control is properly transferred.
4 COUNTY and TAVARES shall utilize National Fire Protection Standards and
5 National Incident Management System (NIMS) standards to ensure that the
6 Incident Command System, the Personnel Accountability System and other
7 standards are adhered to.
8

9 vii. The Chiefs of the fire departments and the Executive Director of LEMS or their
10 designees, will meet and draft, and may thereafter revise, a written plan for the
11 procedures and operations necessary to effectively implement this agreement.
12 The written plan shall include a definition of non-emergency calls and shall
13 include the process described in iii., above. Should a disagreement arise between
14 such Chiefs and/or Executive Director, the matter shall be referred to the
15 Managers for COUNTY and TAVARES for resolution. Any dispute or
16 disagreement that cannot be resolved at this level shall be resolved utilizing the
17 dispute resolution process of this ISBA Agreement.
18

19 viii. Nothing in this agreement shall prohibit COUNTY or TAVARES from sending
20 additional resources to an incident located within their respective jurisdiction,
21 even if such resources are not required by the plan for procedures and operations
22 approved by the fire chiefs of COUNTY and TAVARES.
23

24 ix. COUNTY and TAVARES agree that they will not locate or establish a new fire
25 station that is located in the jurisdiction of the other or close a fire station within
26 the ISBA area without the written permission of the other party
27

28 x. Nothing in this agreement shall affect any other mutual aid agreements that are or
29 may be in existence between COUNTY and TAVARES or any other
30 governmental unit for areas not included within this agreement.
31

32 b. It is the intent of this agreement to allocate the costs of an agency responding to an event
33 in the other's jurisdiction through a method whereby compensation is set based upon the
34 type of call. At the end of each quarter, the number of calls that COUNTY and
35 TAVARES respond to in the other's jurisdiction shall be reviewed, calculated and
36 compensation shall be paid as follows:
37

38 i. At the end of each quarter, calls responded to in the other agency's jurisdiction
39 shall be determined, utilizing call data maintained by the dispatch agency. Only
40 calls where the dispatcher dispatched a unit based on the predefined process
41 described above shall be counted. As indicated earlier, COUNTY or TAVARES
42 have the right to send units to a call without being dispatched; however, in such a
43 case, such call shall not be calculated for purposes of compensation. For
44 purposes of this provision, "self-dispatched" calls shall be defined, based on
45 dispatch records, as calls wherein the dispatcher did not call the unit to the scene.
46

1 ii. Determination of compensable calls. The following rules shall be used to
2 determine how to determine the number of compensable calls:

- 3
4 1. For purposes of medical calls, each vehicle that is dispatched shall be
5 considered a separate call.
6 2. For purposes of fire calls, each call for service to an incident shall be
7 considered one call, regardless of the number of vehicles that are
8 dispatched.
9 3. Calls that are dispatched for non-emergency purposes shall not be
10 counted as a response by COUNTY or TAVARES for purposes of this
11 agreement and neither agency shall be required to respond to such non-
12 emergency call, although they may respond if they wish.
13 4. Calls that are self-dispatched meaning responses that are to an incident
14 where the dispatcher did not call that unit shall not be counted as a
15 response for purposes of this agreement.
16 5. Calls that are dispatched due to an automobile accident shall be counted
17 as a medical call incident.
18 6. Additional rules and compensation amounts regarding specific types of
19 calls may be applied if approved in writing by the City Administrator of
20 TAVARES and County Manager of COUNTY.
21

22 iii. At the end of each quarter, the number of calls for the prior quarter shall be
23 reviewed to determine if either COUNTY or TAVARES responded to more calls
24 outside their jurisdiction than were responded to inside their jurisdiction. For this
25 purpose, separate calculations shall be made for emergency medical response and
26 fire response. A call which is made by the dispatcher, but subsequently cancelled
27 shall be calculated as half (½) of a call. For each category of calls, the number of
28 calls that one party responded to that exceeds the number of calls the other party
29 responded to shall be the "net number of calls". Only the net number of calls
30 shall be compensable. By way of illustration, in a quarter if TAVARES were to
31 answer fifty (50) calls in COUNTY's jurisdiction, and COUNTY were to answer
32 forty-five (45) calls in TAVARES' jurisdiction, the net five (5) calls would be
33 compensable from COUNTY to TAVARES.
34

35 iv. Net calls shall be compensated in the following amounts:

- 36
37 1. Medical Call: \$100 per call.
38 2. Fire Call: \$500 per call.
39

40 c. General Provisions relating to Fire and Medical Services Response:

41
42 i. Neither COUNTY nor TAVARES shall assume any liability for the acts,
43 omissions, or negligence of the other. Each shall be solely responsible for their
44 own negligence and the negligence of their employees and agents. Nothing in
45 this agreement is intended to act as a waiver of sovereign immunity.
46

47 ii. Effective date and Redetermination of reimbursement.

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1. The effective date for the automatic aid portion of this agreement shall be July 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and TAVARES. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after June 30, 2018, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and TAVARES shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and TAVARES for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

d. Response to COUNTY Owned Facilities located in the City of TAVARES. COUNTY maintains a large number of facilities within the City of TAVARES, particularly in the downtown area, including the County Jail and Lake County Courthouse. In order to avoid the citizens of TAVARES from shouldering the entire cost of emergency response to these facilities, when the City Fire Department is dispatched to a COUNTY owned facility located within the city limits, such call shall be treated as if it were in the unincorporated area and be eligible for reimbursement on the same basis as other emergency calls. For purposes of this paragraph, COUNTY right of way shall not be considered as a COUNTY Facility, and this paragraph does not apply to automobile accidents. The compensation required by this paragraph shall be in lieu of any current or future special assessment for fire or emergency purposes imposed by TAVARES on COUNTY owned facilities.

e. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the TAVARES ISBA area. These include Leesburg, Mt. Dora, and Eustis. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to TAVARES and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by TAVARES and COUNTY.

f. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to TAVARES and COUNTY. TAVARES and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the COUNTY Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should

1 the managers be unable to resolve such objection, payment shall be made for the portion
2 of the report that is not in dispute, and the parties shall select a Certified Professional
3 Accounting Firm which shall conduct a review and render a decision on the dispute. The
4 decision of the Certified Public Accounting Firm shall be final and binding on all parties
5 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by
6 COUNTY and TAVARES.
7

8 g. Any payments that are due to another party to this agreement shall be made within
9 twenty-five (25) days after the delivery of the report described in Section (e) above,
10 unless an objection is filed. In such a case, the undisputed portions of the report shall be
11 paid and the balance shall be due within fifteen (15) days after resolution of the dispute.
12

13 10. **JOINDER.** Joinder in this agreement by Astatula, Mt. Dora and Leesburg is only for the
14 purpose of approving the boundary of the Tavares ISBA, and to authorize a possible future
15 automatic aid agreement that is region wide, as provided herein. Astatula, Mt. Dora and
16 Leesburg agree neither shall be permitted to annex any area in the Tavares ISBA. Nothing herein
17 shall preclude Tavares from entering into separate interlocal service boundary agreements with
18 Astatula, Mt. Dora and Leesburg governing issues between them not dealt with in this
19 Agreement.

20 11. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years
21 from the effective date of this Agreement. This Agreement shall be effective upon final adoption
22 of an Ordinance adopting this Agreement enacted by TAVARES and COUNTY. The Effective
23 Date shall be the date of final adoption by the last party.

24 12. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the
25 Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the
26 twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.

27 13. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this
28 Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term
29 of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least
30 eighteen (18) months prior to the termination date.

31 14. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party
32 without cause, prior to its expiration, unless an amendment to the Agreement is approved by all
33 Parties in writing.

34 15. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties
35 agree to resolve the dispute consistent with the conflict resolution procedures established in
36 Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days
37 following the conclusion of the procedures established in chapter 164, a party may file an action
38 in circuit court.

39 16. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or
40 gives under this Agreement must be in writing and shall be given only by hand delivery for which
41 a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices
42 shall be delivered or mailed to the addresses and parties set forth below or as any Party may
43 otherwise designate in writing.
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City of Tavares: City Administrator
Post Office Box 1068
Tavares, Florida 32778

cc: City Attorney
Post Office Box 1068
Tavares, Florida 32778

Lake County: County Manager
P. O. Box 7800
Tavares, Florida 32778

cc: County Attorney
P.O. Box 7800
Tavares, Florida 32778

City of Leesburg: City Manager
Post Office Box 490630
Leesburg, Florida 34749

cc: City Attorney
Post Office Box 490630
Leesburg, Florida 34749

City of Mt. Dora: City Manager
510 North Baker Street
Mt. Dora, Florida 32757

cc: City Attorney
510 North Baker Street
Mt. Dora, Florida 32757

Town of Astatula: Town of Astatula
Post Office Box 609
Astatula, Florida 34705-0609

cc: Town Attorney
Post Office Box 609
Astatula, Florida 34705-0609

17. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

- 1 18. **AUTHORITY.** The Parties each represent and warrant to the other its respective
2 authority to enter into this Agreement, acknowledge the validity and enforceability of this
3 Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a
4 legal, valid and binding contract enforceable by the Parties in accordance with its terms and
5 conditions, and that the enforceability is not subject to any impairment by the applicability of any
6 public policy or police powers.
7
- 8 19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the
9 Parties with respect to the subject matters addressed herein, and all prior agreements,
10 understandings, representations and statements, oral or written, are superseded by this
11 Agreement.
12
- 13 20. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida
14 shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only
15 be in the Circuit Court of Lake County, Florida.
16
- 17 21. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable,
18 then to the extent it is possible to do so without destroying the overall intent and effect of this
19 Agreement, the portion deemed invalid or unenforceable shall be severed here from and the
20 remainder of this Agreement shall continue in full force and effect as if it were enacted without
21 including the portion found to be invalid or unenforceable.
22
- 23 22. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida*
24 *Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort
25 to amend their respective intergovernmental coordination elements of their comprehensive plan
26 as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance
27 with this Agreement as well as to address areas of economic development, which may include
28 employment centers, industrial, commercial, and multi-family uses. Consistent with
29 §171.203(11), *Florida Statutes*, and within the time frame established above, TAVARES shall
30 make a good faith effort to adopt a municipal service area as an amendment to its comprehensive
31 plan to address future possible municipal annexation.
32
- 33 23. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree
34 that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).
35
- 36 24. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, TAVARES
37 shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.
38
- 39 25. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall
40 adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.
41
- 42 26. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of
43 the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.
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Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.

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

Jimmy Conner, Chairman

This _____ day of _____, 2015.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

1 Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.
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5 **CITY OF TAVARES, FLORIDA**
6
7
8

9
10 _____
11 Kirby Smith, Mayor
12

13 This ____ day of _____, 2015.
14

15 ATTEST:
16

17
18 _____
19 Nancy A. Barnett, City Clerk
20
21

22 Approved as to form and legality:
23
24

25
26 _____
27 Robert Q. Williams, City Attorney
28
29

1 Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.
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3
4 **CITY OF LEESBURG, FLORIDA**
5
6

7
8 _____
9 John Christian, Mayor
10

11
12 This ____ day of _____, 2015.
13

14 ATTEST:

15
16
17 _____
18 Betty Richardson, City Clerk
19
20

21
22 Approved as to form and legality:
23

24
25 _____
26 Fred Morrison, City Attorney
27
28

1 Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.

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CITY OF MOUNT DORA

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Cathy Hoechst, Mayor

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10

This ____ day of _____, 2015.

11

12

13

ATTEST:

14

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16

Gwen Johns, City Clerk

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19

Approved as to form and legality:

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21

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Cliff Shepard, City Attorney

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25

1 Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.
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TOWN OF ASTATULA, FLORIDA

Coral Collier, Mayor

This ____ day of _____, 2015.

ATTEST:

Mary Cooper, Town Clerk

Approved as to form and legality:

Mark Brionez, Town Attorney

EXHIBITS

1

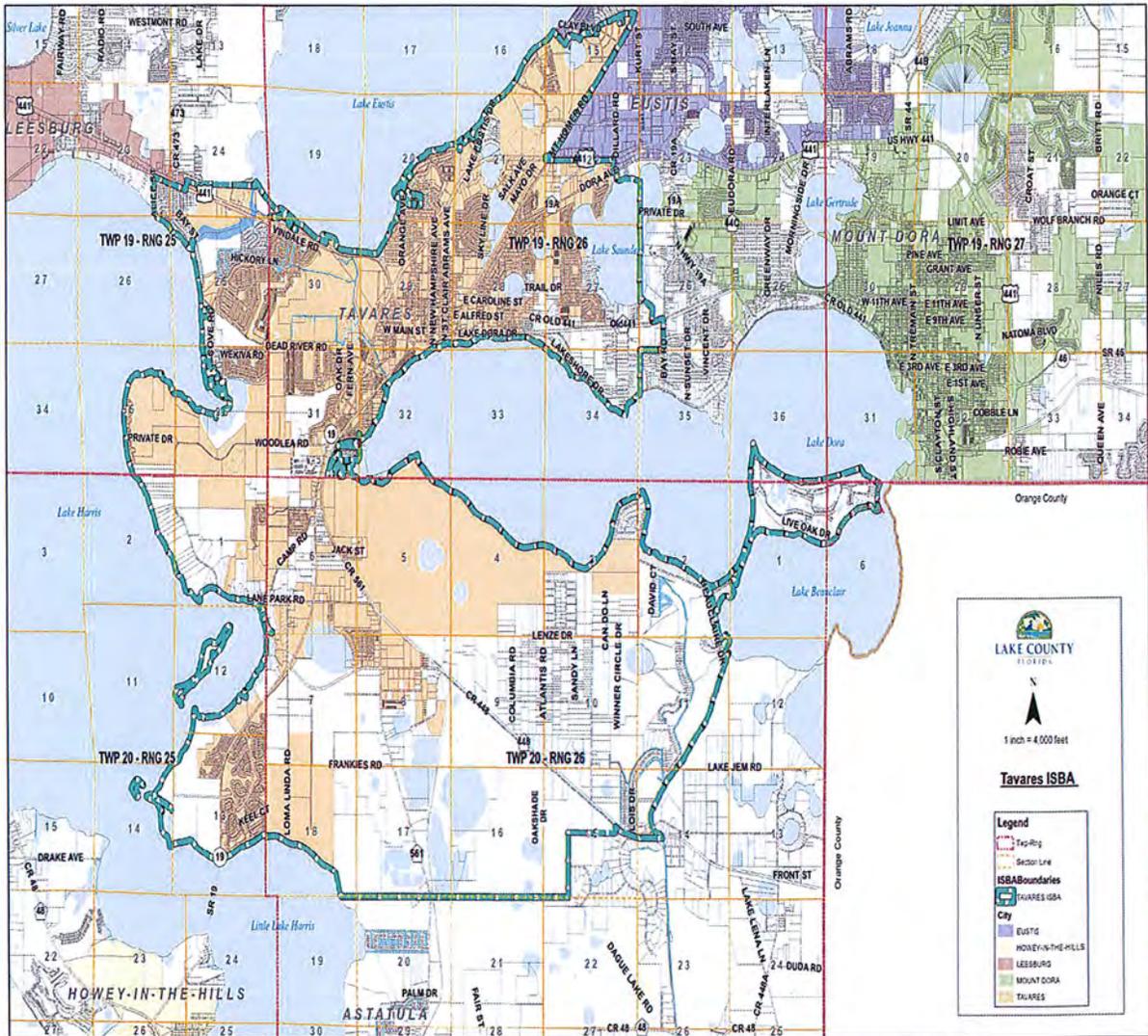
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3 Exhibit A: Interlocal Service Boundary Area Map

4 Exhibit B: Addressing Standards

5

EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY



LAKE COUNTY
FLORIDA

1 inch = 4,000 feet

Tavares ISBA

Legend

- Tap-Rng
- Section Line
- ISBA Boundaries
- MUNICIPALITY
- City
- EUSTIS
- HOWEY-IN-THE-HILLS
- LEESBURG
- MOUNT DORA
- TAVARES

EXHIBIT B: ADDRESSING STANDARDS

(Page 1 of 2)

Tavares Addressing Obligations

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Tavares, and Tavares will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Tavares addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

EXHIBIT B: ADDRESSING STANDARDS

(Page 2 of 2)

County Addressing Obligations

A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;

B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;

C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and

D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.

E. County properties annexing into Tavares may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 4

SUBJECT TITLE: Ordinance # 2015-03 amending Section 17.56 (3) of the Land Development Regulations related to Cross Connection Fees – Second Reading

OBJECTIVE: To obtain Council approval to amend Section 17.56 (3) of the Land Development Regulations to increase Cross Connection Fees to reflect City cost for purchase of the cross connection fees the devices.

SUMMARY:

In the interest of public health and safety, on June 17, 1992, the City Council approved Ordinance 92-08, an ordinance approving a Cross Connection program for the City of Tavares public water supply system requiring the installation of backflow prevention devices for water customers. These devices ensure that drinking water is not contaminated by a reverse flow (siphoning) from a home and thus contaminating the public water supply system.

The cross connection device is installed by the city with potable meters for all new residential construction. The city purchases the device and then recoups that cost from the home owner or developer of the residential home by charging a fee.

The current fees have been in place since 1993. Since they no longer recover the cost the City pays for the devices, it is recommended that the fee be increased to cover the cost of the device as follows:

1. 3/4 – Inch Cross Connection Fee from \$40.00 to \$50.00
(City's cost at last purchase was \$49.89)
2. 1 – Inch Cross Connection Fee from \$50.00 to \$56.00
(City's cost at last purchase was \$55.60)

This ordinance was read for first reading on March 18, 2015.

OPTIONS:

1. Approve Ordinance 2015-03, which amends Section 17.56 (3) of the Land Development Regulations to increase the cross connection fees as indicated.
2. Do not approve Ordinance 2015-03.

STAFF RECOMMENDATION:

Option 1: Move to Approve Ordinance 2015-03, which amends Section 17.56 (3) of the Land Development Regulations to increase the cross connection fees as indicated.

FISCAL IMPACT: This change recovers the City's cost to purchase devices.

LEGAL SUFFICIENCY: Legally sufficient

ORDINANCE 2015-03

AN ORDINANCE AMENDING SECTION 17-56 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO CROSS CONNECTION CHARGE; INCREASING CROSS CONNECTION FEES AND ; PROVIDING FOR AN EFFECTIVE DATE

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

Sec. 17-56. Water Utility Rate Schedule,

(3) Cross-Connection charge

3/4 – inch dual check valve	\$40.00	\$50.00
1-inch dual check valve	\$50.00	\$60.00

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

PASSED AND ORDAINED this day of , 2015, by the City Council of the City of Tavares, Florida.

Kirby Smith , Mayor
Tavares City Council

First Reading _____

Passed Second Reading _____

ATTEST:

Nancy Barnett, M.M.C.
City Clerk

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

Orlando Sentinel/Lake Sentinel
Sunday, March 22, 2015 Edition
Ordinance 2015-03

Legal Notices

Miscellaneous Legals

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2015-03, Second Reading, on April 1, 2015 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2015-03

AN ORDINANCE AMENDING SECTION 17-56 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO CROSS CONNECTION CHARGE; INCREASING CROSS CONNECTION FEES AND PROVIDING FOR AN EFFECTIVE DATE

The Ordinance may be inspected by the public at the Office of the City Clerk, of 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.

LAK3125268

3/22/2015

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 5

SUBJECT TITLE: Resolution #2015-04 – Authorize Staff to Execute Joint Participation Agreement with FDOT for Seaplane Base Master Plan

OBJECTIVE:

To approve a resolution to authorize the City Administrator to sign a Joint Participation Agreement with FDOT that will provide 100% funding for planning services for the Tavares Seaplane Base located on Lake Dora. The funding is in the amount of \$75,000.00.

SUMMARY:

The Economic Development Department applied for funding from FDOT for master planning services for the Tavares Seaplane Base. FDOT has recently notified the city of its intent to execute a Joint Participation Agreement for design of the project. FDOT has requested a resolution designating the signing authority for the agreement.

FDOT has approved the city's request to utilize AVCON, Inc. who is under the Continuing Engineering contract that the city maintains.

OPTIONS:

- 1) Move to approve Resolution #2015-04 authorizing staff to execute a Joint Participation Agreement with FDOT for planning services for the Tavares Seaplane Base located on Lake Dora in the City of Tavares and authorize the Finance Director to establish a budget amendment for the new project with associated expenses and off-setting grant revenue.
- 2) Do not approve the resolution

STAFF RECOMMENDATION:

Move to approve Resolution #2015-04 authorizing the City Administrator to execute the Joint Participation Agreement with FDOT and the contract with AVCON, Inc. in the amount of \$75,000.00 for planning services for the Tavares Seaplane Base and authorize a budget amendment reflecting this project, costs and associated grant revenue.

FISCAL IMPACT:

\$75,000 from FDOT to cover the seaplane base planning services with no matching requirement.

LEGAL SUFFICIENCY: Legally sufficient

RESOLUTION 2015 – 04

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 436852-1-14-01 RELATED TO THE PLANNING SERVICES FOR THE TAVARES SEAPLANE BASE.

WHEREAS, the State of Florida Department of Transportation and the City of Tavares desire to facilitate the planning of the development of the Tavares Seaplane Base located on Lake Dora in the City of Tavares.

WHEREAS, the State of Florida Department of Transportation has requested the City of Tavares to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, Financial Management ID# **436852-1-14-01**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tavares that John H. Drury, City Administrator is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN **436852-1-14-01**.

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

PASSED AND RESOLVED this 1st day of April, 2015.

Kirby Smith, Mayor

ATTEST:

Nancy A. Barnett, City Clerk

Date: _____

APPROVED AS TO FORM:

Robert Q. Williams, City Attorney

Date: _____

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 6

SUBJECT TITLE: Resolution #2015-05 – Approval of Amendment One to the Joint Participation Agreement with FDOT for Construction of Sidewalk on SR 19

OBJECTIVE:

Consideration of approval of Resolution #2015-05 to authorize the Acting City Administrator to sign Amendment One to the Joint Participation Agreement (JPA) with FDOT that will increase the funding from \$118,174.00 to \$147,305.00 to provide 100% funding for construction and construction oversight for a sidewalk on the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Project # FM #435674-1-58-01.

SUMMARY:

Previously, a Joint Participation Agreement (JPA) with FDOT (Resolution #2014-08) was approved by Council and executed on March 13, 2014 for the design of a Sidewalk along the West Side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road", FM# 435674-1-38-01. The design has been approved on FDOT.

On September 27, 2014, City Council approved a second Joint Planning Agreement with FDOT for construction costs and for the City Administrator to negotiate an agreement with the lowest bidder. Quotes from five companies were received through a competitive bidding process and were all significantly over budget. The lowest responsible bidder came in at \$29,131.00 over budget.

A request for additional funding was submitted by the City and approved by the State of Florida Department of Transportation authorizing additional funds in Fiscal Year 2014-2015 in the amount of \$29,131.00 which increases the total lump sum amount to \$147,305.00. If approved, the Finance Director will establish a budget amendment for the new project with associated expenses and off-setting grant revenue.

OPTIONS:

- 1) Move to approve Resolution #2015-05 authorizing the Acting City Administrator to execute Supplemental Amendment One to the Joint Participation Agreement with FDOT for the construction of a sidewalk on the west side of SR 19 between Slim Haywood Avenue and Lane Park Road/Lane Park Cutoff Road for a revised total amount of \$147,305.00.
- 2) Do not approve Resolution #2015-05.

STAFF RECOMMENDATION:

Move to approve Resolution #2015-05 authorizing the Acting City Administrator to execute Supplemental Amendment One to the Joint Participation Agreement with FDOT for the construction of a sidewalk on the west side of SR 19 between Slim Haywood Avenue and Lane Park Road/Lane Park Cutoff Road for a revised total amount of \$147,305.00.

FISCAL IMPACT:

\$147,305.00 from FDOT to cover the construction and construction oversight services for this sidewalk with no matching requirement.

LEGAL SUFFICIENCY: Legally sufficient

RESOLUTION 2015 - 05

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AUTHORIZING THE ACTING CITY ADMINISTRATOR TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT ONE TO THE JOINT PARTICIPATION AGREEMENT FOR PROJECT 435674-1-58 RELATED TO THE CONSTRUCTION OF A SIDEWALK ON STATE ROAD 19.

WHEREAS, the State of Florida Department of Transportation and the City of Tavares desire to facilitate the construction of a sidewalk along the west side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road;

WHEREAS, On September 17, 2014, the State of Florida Department of Transportation requested the City of Tavares execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN **435674-1-58-01** .

WHEREAS, the State of Florida Department of Transportation has authorized additional funds in Fiscal Year 2014-2015 in the amount of \$29,131.00 which increases the total lump sum amount to \$147,305.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tavares that Lori Houghton, Acting City Administrator is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the amendment to the Joint Participation Agreement for the aforementioned project, FPN **435674-1-58-01**.

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

PASSED AND RESOLVED this day of , 2015.

Kirby Smith, Mayor

ATTEST:

Nancy A. Barnett, City Clerk
Date: _____

APPROVED AS TO FORM:

Robert Q. Williams, City Attorney
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1**

EXECUTION DATE: _____

Financial Management No.: 435674-1-58-01	Fund: DDR Function: 215	FLAIR Approp: 088716
Agency: City of Tavares	Contract Amount: \$147,305.00	FLAIR Obj.: 536006
Contract No: ARM91		Org. Code: 55054010508
		Vendor No.: F596000438 009

The terms of the original Joint Participation Agreement for the Project described as "Construction of a Sidewalk along the West Side of State Road 19 from Lane Park Road/Lane Park Cutoff Road to Slim Haywood Avenue", executed on **October 6, 2014**, are hereby amended as follows:

The Department has authorized additional funds in Fiscal Year 2014/2015 in the amount of \$29,131.00 (Thirty Nine Thousand One Hundred Thirty One Dollars and No/100) for the "Construction of a Sidewalk along the West Side of State Road 19 from Lane Park Road/Lane Park Cutoff Road to Slim Haywood Avenue". This executed Amendment will serve as notice that the Total Lump Sum Amount for this agreement is now increased to a total of **\$147,305.00 (One Hundred Forty Seven Thousand Three Hundred Five Dollars and No/100)** for fiscal year 2014/2015.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

CITY OF TAVARES

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Frank O'Dea, P.E.

Title: _____

Title: Director of Transportation Development

As approved by the Board on:

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

Authorization Received from the Comptroller's
Office as to Availability of Funds:

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 7

SUBJECT TITLE: Lake County Library System Policy LCC-63 – Amendment for Library Impact Fee Application and Distribution Process

OBJECTIVE:

To consider the approval of an amendment to Lake County Library System Policy LCC-63 regarding the Library Impact Fee Application and Distribution Process

SUMMARY:

As a pass-through agent, the City collects County Library impact fees from all new construction. Library Impact fees provide funding for the construction or improvement of the county library system (includes Municipal member libraries) necessitated by growth. The member libraries may apply for funds annually for library projects related to construction, additional computer equipment, acquisition of collection items, etc.

Attached is a request from the Lake County Library Director for approval of a change to their policy LCC-63 in reference to the Library Impact fee process for distribution of impact fees. The revisions pertain to changes in the application form and rating scale. The primary revisions have to do with the narrative section of the application and details to be included in the application.

The Tavares Library Board approved the proposed policy at their meeting on March 18, 2015.

OPTIONS:

- 1) Move to approve the amendment to LCC-63 regarding the process of distribution of funds from the Library Fee Trust Fund.
- 2) Do not approve the amendment to LCC-63 regarding the process of distribution of funds from the Library Fee Trust Fund.

STAFF RECOMMENDATION:

Move to approve the amendment to LCC-63 regarding the process of distribution of funds from the Library Fee Trust Fund.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

MEMORANDUM

LIBRARY SERVICES

A division of the
Department of Public Resources
2401 Woodlea Road
Tavares, FL 32778



LAKE COUNTY
FLORIDA

P: 352.253.6180
F: 352.253.6184
www.mylakelibrary.org

To: Gary La Venia, City Manager, City of Fruitland Park
Brenda Brasher, Town Clerk, Town of Howey-in-the-Hills
Graham Wells, Town Clerk, Town of Montverde
✓ John H. Drury, City Administrator, City of Tavares
Al Minner, City Manager, City of Leesburg
Carol Rogers, Interim City Manager, City of Umatilla
Kristen Kollgaard, Town Manager, Town of Lady Lake
Mark Johnson, City Manager, City of Minneola
Michael Quinn, City Manager, City of Mount Dora

From: Paul Alford, Library Services Division Manager *pa*

Date: March 11, 2015

Subject: Revision of LCC-63, Library Impact Fee Application and Distribution Process

Enclosed, find a revision of Lake County BCC Policy LCC-63, "Library Impact Fee Application and Distribution Process." The revision was edited and approved by the library directors on January 29, 2015, and the Lake County Library Advisory Board on February 19, 2015. We would appreciate you presenting the revised policy to your governing body for approval. You may also want to have the policy approved by your library advisory board, as well.

Since this policy revision must be approved by the Fire Union as well, all efforts on your part to expedite the municipal approval process would be greatly appreciated. Please notify me in writing when your governing body has acted on this revision so an agenda item may be prepared to bring this before the Lake County Board of County Commissioners.

Thank you for your continued assistance in the growth and improvement of library services in Lake County.

Enclosure

PA/kg

c: Jimmy Conner, Chairman, Lake County Board of County Commissioners
Timothy Sullivan, District 1 Commissioner and Library Advisory Board Liaison
David Heath, County Manager
Bill Veach, Deputy County Manager
Wendy R. Breeden, Public Resources Director
Municipal Member Clerks
Municipal Member Library Directors

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

POLICY

Title: Library Impact Fee Application and
Distribution Process

Number:

LCC-63

Cancel:

Approved:

3/01/05

I. OBJECTIVE

The purpose of this policy is to outline the process for distribution of funds from the Library Impact Fee Trust Fund.

II. DEFINITIONS AND REFERENCES

A. Chapter 22, Lake County Code, Impact Fees

B. Member Library: A library which meets the Guidelines and Minimum Standards for Public Libraries Entering the County Library System, Lake County Policy Number LCC-7; and which, through its local governing body, has entered into an Interlocal Agreement with Lake County to provide free library service to the residents of Lake County.

C. Previously funded project: This is usually a construction or construction related project request for which a library has received library impact fee funding in a past grant year; which could include requests for equipment or opening day collections necessary to complete the construction project.

D. According to Lake County Code, "The imposition of a library impact fee is to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan." Further, the Code specifies that, "Any required improvements and additions to the county library system needed to eliminate any deficiencies shall be financed by revenue sources other than library impact fees."

III. DIRECTIVES

A. Applicants shall submit a completed Project Application Form by March 1 of the year in which funding is requested. A copy of the application form is attached as Appendix A.

B. The project must be a capital improvement to the County Library System which is required to accommodate the demand placed on the County Library System by residential construction. The project may include any of the items included in Lake County Code Section 22-61, such as but not limited to construction, additional computer equipment, network infrastructure, and acquisition of collection items, but it must result in additional capacity to serve the public. The project may not

include a repair, replacement or renovation, and it may not address a deficiency that is not attributable to growth.

C. The applicant municipality must have a library which is a member of the Lake County Library System. A newly created library which is not yet a member of the Lake County Library System may be approved for funding contingent upon the library becoming a member of the Lake County Library System, with delivery of funds to take place after the library has become a member.

D. A project request shall not exceed five hundred thousand dollars (\$500,000) for any one year.

E. Applications will be presented to the Lake County Attorney's Office for review and opinion of legality according to Chapter 22, Lake County Code, Impact Fees.

B-F. Member Library Directors and the Library Services ~~Director~~ Division Manager will serve as the ~~Staff Impact Fee~~ Peer Review Committee to determine project rankings and initial recommendations for project funding. Committee members who have submitted project applications will review and rank all other applications but will recuse themselves from ranking their own application. The Committee will meet at least once and more often as necessary ~~in March and/or April following the County Attorney's Office review~~ to review and rank eligible applications and make recommendations for funding.

C-G. Projects will be ranked on the following criteria. Applications may receive a maximum of ~~3000~~ points:

1. 1a. Inclusion of project in approved Lake County Library System Master Facilities Plan, Comprehensive Plan, local Capital Improvement Program, or Lake County Library System Long Range Plan of Service (~~35~~ points); or
2. 1b. Inclusion of project in Lake County Library System Annual Plan of Service ~~or Technology Plan~~ (~~2~~(3 points); or
3. 1c. Project is not included in an approved plan (0 points)
- 2a. Project request is less than or equal to fifteen thousand dollars (\$15,000) (10 points); or
- 2b. Project request is greater than fifteen thousand dollars (\$15,000) (5 points)
4. 3a. Applicant contributes to countywide Library Impact Fee Trust Fund (~~5~~10 points); or
5. 3b. Applicant collects and retains impact fees locally (~~5~~ -10 points)
6. 4a. Application is for first year of project submission (~~1~~ point ~~3~~ points); or
7. 4b. Application is made for a second or subsequent year for a previously unfunded project (~~2~~5 points); or

8. ~~4c.~~ Application is made for a second or subsequent year for a previously funded project. ~~(-5 (0 points))~~
5. Project application narrative begins with a brief description of the project (0-5 points)
9. 6. Project application narrative demonstrates the benefit of the project to the applicant library community (0-5 points)
10. 7. Project application narrative demonstrates the benefit of the project to county-wide library service (0-5 points)

~~D. Committee recommendations will be presented to the Lake County Impact Fee Coordinator for review and opinion of legality according to Chapter 22, Lake County Code, Impact Fees.~~

8. Project narrative includes justification for use of impact fees. (0-5 points)
9. Project narrative establishes need (0-5 points)
10. For computer and equipment requests, project application shall include an itemized cost detail (0-5 points)

H. If funding is available to only partially fund a project, the partial amount will be offered. If partial funding is declined it will be offered to the next project in line and so forth.

~~E-I.~~ Committee recommendations will be presented to the Lake County Library Advisory Board at the ~~April or May meeting~~ earliest opportunity for its confirmation or amendment of the recommendations. Representatives from all participating cities will be invited to attend this meeting.

~~F-J.~~ Recommendations for funding will be presented to the Lake County Board of County Commissioners for approval at a public hearing.

~~G-K.~~ Once approved, the funds will be distributed and monitored according to interlocal agreement with the requesting entity. No interlocal agreement will be entered into for approved projects where operation falls under the Lake County Board of County Commissioners.

L. Approved new construction project grant awards must be closed out within four (4) years of agreement execution or in the case of County projects, BCC approval. Reimbursement requests and required documentation for purchases associated with approved grant project awards for equipment, collections or other eligible capital expenses must be made within two (2) years of agreement execution or in the case of County projects, BCC approval. In accordance with these deadlines, any project funds remaining after project closeout date will be unencumbered and made available for future grant requests.

Number: LCC-63
Approved: 3/01/05
Page: 4

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this policy is reserved to the Lake County Board of County Commissioners.

~~Jennifer S. Hill~~, Chairman
Board of County Commissioners
Lake County, Florida

DRAFT

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

1. APPLICANT INFORMATION

A. A-LEGAL NAME OF APPLICANT (Government)

B.

B. APPLICANT ADDRESS

Street _____ PO Box if applicable _____
City _____ Zip _____

City _____ Zip Code _____

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. County library impact fee is assessed within municipality, or
municipality collects local library impact fee which is equal to or greater than
county library impact fee, or
municipality collects local library impact fee which is less than county library
impact fee and remits the difference between local and county impact fee to
county.

2. Municipality has a library which is a member of the Lake County Library
System, or
is a newly created library which has submitted a letter of intent for the
municipality's library to become a Member of the LCLS in accordance with
LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City
Administrator)

Signature _____ Name and Title _____

2. LIBRARY INFORMATION

A. NAME OF LIBRARY

A. NAME OF LIBRARY _____

Appendix A

Lake County Library Impact Fees – PROJECT APPLICATION

B. LIBRARY ADDRESS Current Future
Street _____ City _____ Zip _____

Street _____ City _____ Zip _____

3. PROJECT MANAGER (Library Director)

A. Name _____

A. Name _____ Telephone _____

Fax _____ E-mail _____

~~4.~~ **4. TYPE OF PROJECT**

A. CONSTRUCTION

New Building Expansion

B. COLLECTIONS

~~C.~~ _____

C. EQUIPMENT

Public Access Computers _____ Number _____

Other (describe) _____

If other describe _____

~~5.~~ **TOTAL PROJECT COST**

~~6.~~ **AMOUNT REQUESTED**

~~7.~~ **% OF PROJECT ELIGIBLE FOR IMPACT FEES**

Appendix A

Lake County Library Impact Fees – PROJECT APPLICATION

8.5. THIS PROJECT IS INCLUDED IN: (Maximum of 5 points) (Mark all that apply)

- Master Facilities Plan for Lake County Library System
- City or County Capital Improvement Plan
- Lake County Library System Long Range Plan of Service
- Lake County Library System Annual Plan of Service
- ~~Lake County Library System Technology Plan~~
- Other

Other (Describe) _____

6. COST OF TOTAL PROJECT (Estimated) _____

7. AMOUNT REQUESTED (Maximum of 10 points) _____

8. % OF PROJECT ELIGIBLE FOR IMPACT FEES _____

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

- Applicant contributes to countywide library impact fee fund (10 points)
- Applicant collects and retains impact fees locally. (-10 points)

9-10. PROJECT HISTORY (Maximum of 5 points)

This is

A. Is this a new project request:

Yes

No Year of 1st Request _____

B. Has project previously received ~~partial~~ funding from library impact fees?

Yes \$ _____ Year _____

No

~~10.~~
 Yes No

If Yes, was the project request partially or fully funded?

Year/s _____ Amount \$ _____

11. PROJECT DESCRIPTION – (no **NARRATIVE** – (No more than 23 pages, Maximum of 30 points)

Appendix A

Lake County Library Impact Fees – PROJECT APPLICATION

- a. Briefly describe project (0-5)
- b. Include justification for use of impact fees (0-5)
- c. Establish need for the project (0-5)
- d. Describe how the project will benefit the ~~library and, or~~ local community (0-5)
- e. Describe how the project will benefit county-wide library service (0-5)
- f. Provide an itemized cost estimate for equipment requests (0-5)

~~11.12.~~ **11.12.** APPLICANT PRIORITY RANKING (~~if~~ requesting more than one project) _____

~~project)~~

~~13.~~ **12.** INITIAL YEAR OF PARTICIPATION _____ (Applicants must _____

_____ have been a participant in previous calendar year to be eligible for funding)

~~14.~~ **13.** COMPLETED BY: _____ DATE: _____

RETURN THIS FORM TO: DIVISION MANAGER
LAKE COUNTY LIBRARY SERVICES DIRECTOR SYSTEM
DEPARTMENT OF COMMUNITY SERVICES
~~312 West Main Street~~ 2401 Woodlea Road, Tavares, FL 32778

Staff Use Only

Project Rating _____	Project Ranking _____
Recommended Level of Funding _____	
Approved Level of Funding _____	
Comments _____	
Comments _____	

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 8

SUBJECT TITLE: Approval of Alleyway Name Swap

OBJECTIVE: To obtain approval to swap the alleyway names Bennye Kinsler with Clara Adams.

SUMMARY:

Previously Council set the Alleyway names as indicated on the attached Alleyway name map. Also enclosed is the Historical Society's report on the names. About a year ago the Historical Society President requested that Tally Alley be swapped out with Glen Curtis because once approved the Alleyway with the Tally name would be closer to Tally's home. This request was approved by staff.

Recently, a property owner approached Council member Lori Pfister on another alleyway name swapping request. Council member Pfister referred this property owner to the City Administrator to process the request. Property owner Pamela Barber who owns a house that is being converted to a Law Office on corner of Caroline and Barrow Ave made the request to Swap the names Bennye Kinsler with Clara Adams. The City Administrator will no longer be approving alleyway name change request without obtaining Historical Society input AND City Council approval and thus submits this request for Council approval.

The President of the Historical Society has reviewed the request with Betty Burleigh (Historical Society member) and advises that the Historic Society has no objections to the request. The City Administrator notes that the requested Alleyway for Bennye Kinsler is closer to the school and Bennye Kinsler was a school teacher, principal and youth basketball coach (Grenier, B., Woodlea "Life on the Lake of the Dancing Sunbeams", 2007, p. 244). The Administrator also notes that the requested alleyway for Clara Adams is the first alleyway approaching the community and that Clara Adams was the first recorded seaplane passenger in March 1914 over 100 years ago. This request may be in good keeping with each person's contributing background.

OPTIONS:

1. Approve the request
2. Do not approve the request

STAFF RECOMMENDATION: Approve the request

FISCAL IMPACT: None



Historical Society of Tavares Report

Proposed Names for the Tavares Alleyways

Officers and Board Members

President - Bob Grenier
Vice President - Bernice Odums
Secretary - Brenda Smith
Treasurer - Lavonda Morris
Museum Archivist & Librarian - Betty Burleigh
Past President - David Treadway
Directors - Doris Ragan; Yvette Young;
William Kennedy; Charlene King

Proposed Names for Tavares Alleyways

NOTES: Alleyway numbers 2, 7, 8, and 12 are large alleys that intersect both Alfred Street and Caroline Street. Alfred Street is the busiest road through the historic and entertainment districts, and with the future possibility of Alfred and Caroline being a one-way pair, those streets would combine to be the two busiest streets through the district, therefore those four alleyways will receive the names of famous SEAPLANE aviators in keeping with our City's Brand – America's Seaplane City.

You will notice that on some of the alleyways, both the first and last names are used, and others, just the last names. In the case of using just the last names on several alleys is to include various family members and descendants who have made an impact on Tavares.

In the case of the famous Seaplane aviators, both first and last names should be used.

All the historic figures represented, Tavares Pioneers and Seaplane Pioneers, date prior to World War II.

The Tavares Pioneers represented have descendants still living.

Below is the list of proposed names matched to the number located on the map. Following each name is a brief history.

* * * * *

Alleyway #1 – **Cromartie** – William Reed Cromartie, born in 1870, came to Tavares with his wife Emma Jane in 1904. He was known to all as “Uncle Reed.” Mr. Cromartie was very active in the Black community since his arrival in Tavares, improving educational standards and conditions for Lake County's Black youths. He was a School Trustee for many years. Harrison Academy's name was changed to Cromartie Elementary School to honor his service to education. The school no longer stands. By using the Cromartie name for an alleyway, the Wade and Manigault families will be encompassed and honored.

Alleyway #2 – **Henri Fabre** – 1882-1984. Fabre was a French aviator and the inventor of *Le Canard*, the first seaplane in history. In March of 1910, after he patented a system of floatation devices, he completed four consecutive perfect flights taking off from the surface of *Etang de Berre*, a lagoon near Marseilles. During the First World War he established a company which specialized in the manufacturing of seaplanes. Seaplane pioneers, Glenn Curtiss and Gabriel Voisin used Fabres' invention to develop their own seaplanes.

Alleyway #3 – **Gardner** – Gardner's Garage on Main Street was built in 1924. By the 1930's the building housed a filling station and repair shop, as well as rented automobiles. During the Depression, Mr. Gardner bought out a bankrupt lumberyard and hardware supply and incorporated the whole business, providing jobs. Gardner's building, which still stands today, housed other business through the years including a jewelry store, two grocery stores, a clothing store, fabric shop and the more famous Tavares Hardware.

Alleyway #4 – **Blanche Sperry** – 1894-1986. Arriving in Tavares in 1926, she was Tavares Schools' lunchroom manager for over 40 years, and was responsible for starting a lunch program in 1939, being a pioneer in school lunch programs in the country. In an effort to budget the limited funds for a lunch program she bought vegetables from the farmers around Tavares. And within the first year, the program was self-supporting. Blanche Sperry cooked for the entire student population of Tavares, including arriving early and staying late to bake cookies for the children which she sold the next day for a penny.

Alleyway #5 – Boulware – Alleyway 5 is appropriately named as Doc Boulware's famous Tavares drugstore was known as the "Home of the 5¢ cup of coffee." In 1935, Doc Boulware bought the drug store, located on the south side of Main Street (formally Irma Street), from Doc Daniels. The fountain service offered drinks and ice cream while Doc filled prescriptions. For many years it was an institution in Tavares; the place to go for a "coffee break" and conversation.

Alleyway #6 – Marie King – 1896-1981. This alleyway runs behind Marie King's famous Tavares landmark, the *Tavares Inn*, which she purchased in 1931. Marie came to Tavares in the 1920's when a *Home Demonstration* job became available in Lake County. She married Jack King, a telegraph operator with the ACL Railroad, in 1927. Marie was one of the most active women in the Tavares community and was recognized with many citations and certificates of appreciation, including one from President Harry Truman. Doris Ragan wrote a poem in 1981 about Marie in which she writes, "Her many talents were an inspiration, her memory will be cherished in appreciation."

Alleyway #7 – Glenn Curtiss – 1878-1930. Remembered as the inventor of the Hydroaeroplane, he began developing the Curtiss seaplane in 1908 and completing it in 1911. He is also known as the "Father of Naval Aviation." Three significant demonstrations involving the US Naval warships, including Eugene Ely's flying his Curtiss airplane off the cruiser, USS Birmingham, pointed the way to future progress in seaplane aviation, anticipating battleships carrying seaplane "spotter" aircraft and ultimately, carrier-based air operations. Curtiss will always be associated with his flying boats and the dawning of American naval aviation prior to the First World War.

Alleyway #8 – John Cyril Porte – 1884-1919. Porte was a flying boat pioneer associated with the World War I Seaplane Experimental Station at Felixstowe. He met American aircraft designer Glenn Curtiss at Volk's Seaplane Base at Brighton, and they worked together on a design in the USA for the "America" flying boat. Several hundred seaplanes of Porte's design were built for war-time patrolling the east coast of England, for naval reconnaissance around the Mediterranean Sea, and were sold to the US for coast patrols.

Alleyway #9 – T. A. Hux – 1842-1939. Thomas A. Hux was one of the many Confederate veterans who settled the area, arriving in 1870. He moved and founded the town of Astatula in 1872. He eventually moved to Tavares and became the town's most beloved senior figure. In 1938 he was the guest of the U.S. government at the 75th anniversary of the Battle of Gettysburg. When he returned home from the reunion he was quoted as saying "Them Yankees treated us real nice." In 1936, the 95 year old Tavares citizen wished to celebrate his 66th wedding anniversary by challenging 96 year old Mt. Dora resident Adam Hazelwood to a foot race. Mr. Hazelwood responded by saying, "Why should a man in the prime of his life want to compete with a baby...Hux is too young for me to disillusion him and spoil his whole future." The pallbearers at his funeral were some of Tavares most prominent citizens.

Alleyway #10 – J. N. Flowers – 1863-1947. Joel Napoleon Flowers was the last town marshal and then became the first Tavares police chief in 1925; holding that position until 1929. He was responsible for collecting personal taxes from residents in the 1920's and for setting fines for various infractions, including fining \$2 for illegally parked mules and \$10 for the possession of moonshine. The Flowers family still resides in the area.

Alleyway #11 – Tally – Judge Emmett M. Tally, son of a Confederate veteran, was born in 1877 and arrived in Lake County in 1906. He was appointed Lake County judge in 1910, and was re-elected five times. He was held in the highest esteem and popularity with the citizens of Lake County. In June of 1911, he married Lucille Cottrell, a very active and popular lady in Tavares and throughout the County. She was a leading business woman, owning and operation the Tally Insurance Agency. Judge Tally gained widespread attention when he apprehended an escaped convict in 1933, shooting and wounding the escapee. The Tally house on the corner of Alfred and Rockingham was built in 1886, and was used temporarily as the Courthouse. The House still stands today.

Alleyway #12 – **Clara Adams** – 1884-1971. She was an aviatrix who set a variety of flying records and was a pioneering passenger in the early aviation technology of the “flying boat.” Clara Adams made one of her most famous trips in 1939, when she set a world record for an around-the-world flight solely on scheduled passenger airlines. She left New York on June 28, 1939 aboard Pan American’s “Dixie Clipper”, a Boeing 314 flying boat. Clara Adams brought passenger flight to the attention of the masses, and helped change the public perception of aviation from a dangerous enterprise for daredevils in leather helmets to something that could be enjoyed by a little old widow from Pennsylvania.

Alleyway #13 – **Bennye Kinsler** – 1911-1999. She was one of the most beloved ladies in Lake County history. Mrs. Kinsler touched generations during her six decades of teaching school and was a major role model for African-American youths dating back to the Depression. She was instrumental during the implementation of desegregation in Lake County’s public schools. Upon her retirement, Florida Governor Lawton Chiles and the Florida Legislature passed a Resolution honoring her remarkable career. There is a wing at Tavares Elementary School named and dedicated to her.

Alleyway #14 – **Shorts** – Frederick Shorts, with his brothers Sidney and Samuel arrived in Tavares in 1916, and found work in Lane Park area in the turpentine business and later in planting and harvesting citrus. Fred, who married Mary Wiggins in the 1920’s, eventually began his own lawn and garden service which he did until his retirement. He was a very important figure in the African-American community, and an outstanding leader in the Mt. Mariah Missionary Church. He made sure everyone had food to eat and transportation to the grocery store and church. The African-American community looked up to Fred Shorts as a man of wisdom, compassion and understanding. Many of the Shorts brothers’ descendants still reside in the Tavares area, including Bernice Shorts Odums, Atheria Shorts Owens, Kevin Harris, Howard and Lear Shorts, Carolyn Shorts Nix, the Charles Birdsong family, as well as Keturah Shorts Brodus, the oldest still living Tavares-born African-American, and more.

Alleyway #15 – **Coven** – This alleyway is located behind the still-standing home of Leo and Leela Coven. Leo, 1884-1955, built many buildings and homes in Tavares, many of which are still standing today, including the Harry Duncan house and the Lake Abstract Building. The City of Tavares is now in the process of reconstructing his historic 1912 pavilion on Lake Dora. His son L.L. “Babe” Coven, 1923-1980, who worked in the family business as a youth, continued the family construction tradition in Tavares.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 9

SUBJECT TITLE: Request to Add Vision Statement to Business Cards

OBJECTIVE:

To consider a request by Vice Mayor Grenier to add an excerpt of the City's Visioning Statement to the back of all city business cards.

SUMMARY:

The Citizens of Tavares provided the following vision statement to their City Council in 2009, which was adopted by the City Council:

"Tavares, the capital waterfront city of Lake County- building on a historic foundation- creating an authentic, accessible community of neighborhoods, businesses and citizen services- distinguishing itself as the defining vision of where you want to be!"

Vice Mayor Grenier has suggested that the City consider printing an excerpt of the vision statement as follows:

Tavares, America's Seaplane City - building on a historic foundation!

OPTIONS:

1. Authorize the recommended excerpt on all future cards
2. Develop another excerpt to place on the card from the vision statement
3. Place the entire vision statement on the back of the business card
4. Do not place anything on the back of the card

STAFF RECOMMENDATION:

Option : Move to authorize the recommended excerpt on all future cards

FISCAL IMPACT:

Business cards come in a box of \$500 and currently cost \$38.50 per box for one sided print. Two sided print will cost \$58.50 per box. Council members,

Department Heads and City management staff budget for business cards every year.

LEGAL SUFFICIENCY: YES



America's Seaplane City™

KIRBY SMITH, MAYOR

City of Tavares

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**The City of Tavares is
America's Seaplane City building on
a historic foundation – creating an
authentic, accessible community of
neighborhoods, businesses and citizen
services – distinguishing itself as the
defining vision of where you want to be!**

**Tavares,
America's Seaplane City
– building on a
historic foundation!**

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 1, 2015**

AGENDA TAB NO. 10

SUBJECT TITLE: Downtown Parking Workshops

OBJECTIVE:

To advise City Council that staff is organizing Public Workshops to receive comments and recommendations on parking issues on Main Street.

SUMMARY:

On March 18th, City Council requested that staff hold Public Workshops to gain input on the status of parking on Main Street and to receive recommendations on future parking needs. Business owners, the Chamber of Commerce, County Constitutional Offices, City Council and staff will be personally notified of the time and date for these meetings. Also, the meetings will be publically advertised. The meetings will be held in the evening to encourage attendance. It is expected that two meetings should be sufficient to fully gather this information. An impartial moderator will facilitate the workshops. The information and recommendations received will be brought back to City Council for consideration soon after the workshops are held.

OPTIONS:

For Council information.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This agenda item has been reviewed for legal sufficiency.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 1, 2015**

AGENDA TAB NO. 11

SUBJECT TITLE: Request to Obtain Appraisal on Parcel to Complete Public Safety Complex Property

OBJECTIVE:

To receive an update from the City Attorney on the privately owned parcel of land adjacent to the City owned property where the future public safety complex will be built and to obtain approval to appraise the property.

SUMMARY:

The City entered into an agreement with Lake County School Board for a land swap in 2011 to secure the property at the Gateway to the City at Alfred Street, just off SR 19, for building the future Public Safety Complex. One parcel at the corner of Ianthe Street and Alfred Street was privately owned which had held an auto repair business at one time. The owner did not initially respond to inquiries from the City about whether he was interested in selling the property, but has recently contacted the City Attorney regarding his interest in selling the property. He has recently had the property appraised and has requested that the City obtain its own appraisal and then make an offer on the property at fair market value.

The City Attorney will provide an update on this item at the upcoming Council Meeting.

OPTIONS:

- 1) Move to appraise the property at the corner of W. Ianthe Street and West Alfred Street (AK 1277604), direct the City Attorney to negotiate a fair price and bring back the proposed purchase price with a funding source to the City Council for approval at a future meeting.
- 2) Do not move to acquire an appraisal on the property at the corner of W. Ianthe Street and West Alfred Street (AK 1277604) or have the City Attorney negotiate a fair price for the property.

STAFF RECOMMENDATION:

Move to appraise the property at the corner of W. Ianthe Street and West Alfred Street (AK 1277604), direct the City Attorney to negotiate a fair

price and bring back the proposed purchase price with a funding source to the City Council for approval at a future meeting.

FISCAL IMPACT:

The cost of the appraisal would be approximately \$1500 to come from General Reserves contingency.

LEGAL SUFFICIENCY:

Legally sufficient

654 W Ianthe St
Tavares, Florida

Street View - Jul 2013



Image capture: Jul 2013 © 2015 Google

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
April 1, 2015**

AGENDA TAB NO. 12

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 – April 15, 2015 – 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – April 28, 2015
- Library Board – April 15, 2015 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – April 16, 2015 – City Council Chambers – 3:00 p.m.
- Lake Sumter MPO – April 22, 2015 – 2 p.m. MPO Board Room, Leesburg
- Lake County League of Cities Luncheon Meeting – April 10, 2015 – 12:00

EVENTS

- April 4-5, 2015 – HydroDrag Nationals
- April 18, 2015 – Planes, Trains & BBQ
- May 2, 2015 – Seaplane Fly In

**AGENDA SUMMARY
TAVARES CITY COUNCIL
April 1, 2015**

AGENDA TAB NO. 13

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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