AGENDA
TAVARES CITY COUNCIL

OCTOBER 21, 2015
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor John Barham, First United Methodist Church of Tavares

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 - deferred

Tab 1) City Council Regular Meeting – October 7, 2015 - deferred

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Update on the Closest (Fire) Unit Portion of the ISBA — **Richard Keith**

Tab 3) Tavares Chamber of Commerce Presentation on Weekend Coverage — **Janet Noack**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 4) Approval of Lake County Capital Funding Grant Extension Amendment for Wooton Park Expansion Project — **Bob Tweedie**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

Tab 5) Ordinance #2015-12 – Annexation & Rezoning of 46.8 Acres - — **Jacques Skutt**

South Side of Old US 441 – Charlie Johnson Builders

Tab 6) Ordinance #2015-13 – Adoption of Large Scale Future Land Use Amendment – 46.8 Acres on South Side of Old US 441 – Charlie Johnson Builders — Jacques Skutt

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 7) Approval of Contract with Musco Lighting to Construct Sports Field Lighting at Woodlea Sports Complex — Tammy Rogers

Tab 8) Approval of Agreement & Utility Easement with Gene Smith for Drainage Improvements — Attorney Williams

Tab 9) Voluntary Parking Restriction on Main Street — John Drury

XI. OLD BUSINESS

Tab 10) Continued Discussion of the City Flag — John Drury

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 11) City Administrator — John Drury

Tab 12) 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.

The Language of Local Government
Definition of Terms

agenda – A list of items to be brought up at a meeting.

annexation – The process by which a municipality, upon meeting certain requirements, expands its corporated limits.

bid – Formal quotation, based on common specifications, for the provision of goods or services. Opened at public for meeting consideration and award.

budget – A comprehensive financial plan to sustain municipal operations during a given year with related explanation

buffer – A strip of land, vegetation and/or opaque wall that sufficiently minimizes the physical or visual intrusion generated by an existing or future use.

call for the question – Term used to end the discussion and vote on the motion.

capital outlay – Expenditures made to acquire fixed assets or additions to them usually made from the general fund or utility fund where the assets are to be used.

conflict of interest – A term used in connection with a public official's relationship to matters of private interest or personal gain and which prohibits participation in the discussion under decision.

consent agenda – A policy of the governing body to approve, in one motion, routine and/or non-controversial items, which can be determined prior to the meeting

contiguous – Sharing a common boundary.

contingency – An appropriation of funds to handle unexpected events and emergencies which occur during the course of the fiscal year.

density – The number of families, individuals, dwellings units, or housing structures per unit of land.

development – A physical change, exclusive of new construction and substantial improvement, to improved or unimproved real estate, including, but not limited to mining, dredging, filling, grading, paving, excavating or drilling operations.

easement – An interest in land owned by another that entitles its holder to a specific limited use or enjoyment

emergency measure – An ordinance recognized by the legislative body as requiring immediate passage.

ex parte communications – Direct or indirect communication on the substance of a pending matter without the knowledge, presence, or consent of all parties involved in the matter.

general fund – The general operating fund of the municipality used to account for all financial resources except those required to be accounted for in a special fund.

impact fees – Set aside fees collected from developers to pay for infrastructure improvements. Monies used as new development further impacts the municipalities.

infrastructure – The facilities and systems shared or used by all citizens such as transportation, water supply, wastewater and solid waste disposal systems.

intergovernmental agreements – Contract between two or more public agencies for the joint exercise of powers common to the agencies.

intergovernmental revenues – Revenues from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

line item – A specific item or group of similar items defined by detail in a unique account in the financial records. Revenue, expenditure and justifications are reviewed, anticipated and appropriated at this level.

non-conforming – A use which does not comply with present zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

ordinance – An enforceable municipal law, statute or regulation which applies to all citizens within that municipality; penalty provisions may apply.

public hearing – Provides citizens the opportunity to express their position on a specific issue, both pro and con, as mandated by either statute or by order of proper authority after due notice.

quasi-judicial – A governmental body that hears sworn testimony, obtains evidence and provides for cross examination of witnesses, with the decision based solely on the evidence presented.

quorum – The prescribed number of members of any body that must be present to legally transact business.

request for proposals – RFP – Notice and related information from a municipality requesting proposals for professional services.

resolution – A decision, opinion, policy or directive of a municipality expressed in a formally drafted document and voted upon.

right-of-way – Strip of land owned by a government agency over which the public has right of passage such as streets, parkways, medians, side walks, easements and driveways constructed thereon.

Sunshine Law – Legislation providing that all meetings of public bodies shall be open to the public (a/k/a open public meeting law).

vacate – To annul; to set aside; to cancel or rescind.

variance – Modification from the provisions of a zoning ordinance granted by a legislative body upon submission of an application and a hearing.

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TAVARES

America's Seaplane City

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation of the ISBA / Fire Department Closest-Unit Response Report for the period July through September, 2015.

OBJECTIVE:

The Fire Chief will provide a report to City Council on the ISBA / Fire Department Closest-Unit Response, for the period of July, August and September, 2015.

SUMMARY:

Richard Keith, Tavares Fire Chief, will make a presentation.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 3

SUBJECT TITLE: Tavares Chamber of Commerce Presentation on Weekend Coverage

OBJECTIVE:

To hear a presentation by the Tavares Chamber of Commerce on weekend coverage.

SUMMARY:

Previously, the City Council requested that the Tavares Chamber of Commerce be open on weekends. The Chamber requested time to develop a proposal, and an opportunity has arisen for the Chamber of Commerce to make a presentation.

STAFF RECOMMENDATION:

Staff recommends Council hear the Tavares Chamber of Commerce presentation.

OPTIONS:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 4

SUBJECT TITLE: Approval of Lake County Capital Funding Grant Extension for Wooton Park Expansion Project

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OBJECTIVE:
To have Council approve the attached amendment extending the capital funding grant agreement between the City and Lake County for the Wooton Park Expansion Project.

SUMMARY:
The City and Lake County originally entered into the attached grant agreement for Capital Projects Funding Program which provided for $248,000 in County Tourist Development Tax (TDC) funding for the Wooton Park Expansion Project. The grant stipulated that the project would commence within one hundred eighty (180) days of grant execution. The project did not commence during the originally anticipated timeframe and therefore the grant has expired. In order to preserve funding and move forward with the project with the necessary County funding, the attached amendment has been drafted by the County to extend the grant to December 1, 2016 which will provide the necessary time to complete the project.

OPTIONS:

1. Approve the attached amendment to the agreement between the City of Tavares and Lake County, Fl for Capital Projects Funding Program.

2. To not approve the attached amendment to the agreement between the City of Tavares and Lake County, Fl

STAFF RECOMMENDATION:

1. Staff recommends Option 1

FISCAL IMPACT: Approval of the amendment will preserve the $248,000 County TDC grant funding to complete the project.

LEGAL SUFFICIENCY: Legally Sufficient

AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF TAVARES, FLORIDA
AND
LAKE COUNTY, FLORIDA
FOR CAPITAL PROJECTS FUNDING PROGRAM

THIS AMENDMENT is entered by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," and the City of Tavares, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "AGENCY."

WITNESSETH

WHEREAS, the Board of County Commissioners established a Capital Projects Funding Program from the Tourist Development Tax to assist agencies in establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances; and

WHEREAS, the AGENCY is establishing such facility and/or infrastructure; and

WHEREAS, the COUNTY and the AGENCY entered into an Agreement for Capital Projects Funding Program dated August 14, 2013 (hereinafter the "Agreement"); and

WHEREAS, the parties desire to amend such Agreement to provide the AGENCY with an extension.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Amendment.

2. **Amendments.**

Paragraph 3 of the Agreement is amended as follows:

> **3. Project Commencement.** The AGENCY shall commence the capital project ~~within one hundred eighty (180) days of the full execution of this Agreement~~on or before December 1, 2016. If the AGENCY does not commence the capital project within this time frame, the COUNTY shall have the option of terminating this Agreement and reallocating the funding to another agency or project. The COUNTY shall provide the AGENCY written notice of its intent to terminate hereunder and the AGENCY shall have five (5) business days in which to provide response and to request additional time in which to commence the capital

project. Granting a request for an extension of time is solely within the discretion of the COUNTY.

Paragraph 8 of the Agreement is amended as follows:

8. **Term.** The term of this Agreement shall be for a period of ~~three (3)~~five (5) years from the date of this Agreement. Any deliverables required hereunder shall be delivered to the County within this post-event time frame.

3. **Other Provisions.** All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its County Manager, duly authorized to execute the same and AGENCY, through its duly authorized representative.

AGENCY

CITY OF TAVARES

_____
Kirby Smith, Mayor

This ___ day of _____, 2015.

COUNTY

ATTEST:

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

_____
Jimmy Conner, Chairman

This ____ day of _____, 2015.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

AGREEMENT BETWEEN
THE CITY OF TAVARES, FLORIDA
AND
LAKE COUNTY, FLORIDA
FOR CAPITAL PROJECTS FUNDING PROGRAM

THIS AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," and the City of Tavares, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "AGENCY."

WHEREAS, the Lake County Tourist Development Tax was created to fund the advancement of tourism and attract tourists to visit Lake County; and

WHEREAS, the Board of County Commissioners established a Capital Projects Funding Program from the Tourist Development Tax to assist agencies in establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity; and

WHEREAS, the AGENCY is desirous of establishing and maintaining such facilities.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

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

2. **Capital Projects.** In order to be eligible for funding under this Agreement, the project must consist of one of the following:

A. New construction, expansion, remodeling, or a replacement project for an existing facility or facilities. The project must have a total cost of at least $25,000 over the life of the project and a useful life of at least ten (10) years.

B. A purchase of major equipment (assets) costing $25,000 or more with a useful life of at least ten (10) years.

C. A major maintenance or rehabilitation project for existing facilities with a cost of $25,000 or more and a useful life of at least ten (10) years.

The capital project shall be for the purpose of establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of

tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity.

The capital project approved for funding pursuant to this agreement is identified as follows:

Project Name: Wooton Park Expansion Boating Improvement Facilities
Project Location: Wooton Park, Tavares
Project Description: Expansion of the Tavares Seaplane Base & Marina including the construction of a new boat ramp, parking facilities and rest rooms

A full description of the capital project is included in **Exhibit A**, attached hereto and incorporated herein by reference. The AGENCY certifies by execution hereof that the capital project, upon completion, is estimated to create the following room nights:

Aggregate Project Room Nights: **12,000** *(at the end of 3-year Reporting Period)*

3. **Project Commencement.** The AGENCY shall commence the capital project within one hundred eighty (180) days of the full execution of this Agreement. If the AGENCY does not commence the capital project within this time frame, the COUNTY shall have the option of terminating this Agreement and reallocating the funding to another agency or project. The COUNTY shall provide the AGENCY written notice of its intent to terminate hereunder and the AGENCY shall have five (5) business days in which to provide response and to request additional time in which to commence the capital project. Granting a request for an extension of time is solely within the discretion of the COUNTY.

4. **Funding.** The funding provided under this Agreement from the Tourist Development Tax, hereinafter the "TDC Funds," shall be supplemental in nature and the AGENCY hereby agrees that in no event shall the funding provided hereunder be the sole source of funding for the capital project. The AGENCY shall provide a fifty percent (50%) match of the budget for the total cost of the capital project. In-kind matches shall be permitted so long as value estimates are verifiable. In-kind matches may include but are not limited to donated goods and services, land, and facilities. The AGENCY shall provide evidence, to the satisfaction of the COUNTY, of other sources, which, when combined, provide for the total funding for the complete capital project.

The capital project is approved for TDC Funds as follows:

Total Project Budget: **$3,214,813.00**
TDC Funds Approved: **$248,000.00**

5. **Payment.** Payments shall be made to the AGENCY at the following milestone: (1) twenty-five percent (25%) completion; (2) fifty percent (50%) completion; (3) seventy-five percent (75%) completion and (4) one hundred percent (100%) completion. The AGENCY shall submit an invoice at each milestone and include documentation sufficient to support the request

for payment. The COUNTY has the option to request additional documentation if the COUNTY deems it necessary in order to support the payment. In the event the AGENCY cannot commence the capital project without receiving TDC Funds in advance, the AGENCY may request the initial twenty-five percent (25%) payment at the start of the project; provided, however, that all other milestone payments shall be invoiced at the completion of the milestone. Payments shall only be made to the AGENCY as approved hereunder. In no event shall payments be made directly to any of AGENCY'S vendors or subcontractors. Payments shall be made in accordance with Chapter 218, Part VII, Florida Statutes.

6. **Eligible and Ineligible Uses.** The TDC Funds provided hereunder shall only be used for eligible items as defined under Section 125.104, Florida Statutes, and under the County's Tourist Development Plan, Section 13-47, Lake County Code. Eligible uses include: construction, extensions, expansion, remodeling, repair and/or improvements, and major equipment (assets) for convention centers, sports stadiums, coliseums, auditoriums or museums. The following uses are ineligible for funding:

A. Annual operating expenditures
B. Legal, medical, engineering, accounting, auditing, planning feasibility studies or other consulting services.
C. Salaries or supplements to salaries for existing or future staff, or employment of personnel not directly related to the project or event.
D. Purchasing tangible personal property including but not limited to office furnishings or equipment valued less than $25,000, permanent collections, or individual pieces of art.
E. Interest reduction of deficient or loans.
F. Expenses incurred or obligated prior to or after the funding project period. (Even if related to the capital project, TDC Funds shall not be used to reimburse any expense incurred prior to the full execution of this Agreement.)
G. Prize money, scholarships, awards, plaques, T-shirts, uniforms or certificates.
H. Travel.
I. Projects which are restricted to private or exclusive participation.
J. Private entertainment, food or beverages.
K. Expenses to fund other events not recommended or approved by Lake County.

In the event the AGENCY is found to have used the TDC Funds for an ineligible use, the AGENCY must repay the funds to the COUNTY, plus five percent (5%) interest, or the maximum interest permitted by law if lesser.

7. **Reporting Requirements.** The AGENCY shall provide the following reports to the COUNTY:

A. Project Status Reports. Quarterly reports shall be submitted to provide information on the capital project. Quarterly reports are due on the first (1st) day of the third (3rd) month of each calendar quarter. The report should contain a brief narrative summary providing updated information on the capital project, including financial status report for the project, planning and construction related activities.

B. Construction Completion Report. Within forty-five (45) days of the completion of the capital project, the AGENCY shall summarize its efforts by providing the following information:

1. A brief narrative summary of the successful completion of the capital project.
2. An evaluation of the economic impact the capital project has initially had on the County.
3. A financial statement listing all of the revenues received and expenses paid in the course of the development and completion of the capital project that clearly defines how and where the funds were used.
4. Photographs or video of the capital project and any related events, including time lapses of the construction.

C. Project Impact Report. No later than January 30th and July 15th of each calendar year after completion of the capital project for a term of three (3) years, the AGENCY shall provide the COUNTY with a detailed report of all events that have taken place as a result of the completion of the capital project funded hereunder. These Project Impact Reports shall include survey results from the registered participants and/or attendees of the events. These surveys shall provide information pertaining to the number of registered participants and/or persons attending the event, the number of nights stayed, food and entertainment budget while visiting, and ways to improve their visit to Lake County. The AGENCY shall also provide survey results from the registered participants or Room Night Certification forms for each event held at the facility funded hereunder for the same three (3) year term in addition to providing the following information:

1. Flyers, newspaper ads, brochures or marketing efforts utilized to attract tourists. This may include a list of radio stations, magazines, etc.
2. If events have been held since completion of the capital project, include local attractions that were visited as part of the events, and local restaurants or businesses utilized as part of the event.
3. Final documented, or if unable to provide actual numbers, estimated number of event participants.
4. Room Night Certification Form – the organization must make every effort to obtain the number of overnight stays from local hotels within the county that housed those attending the event. This means that for events requiring registration, the recipient should make available a list of County hotels and encourage overnight stays. For those events that do not require registration, information should be provided during the event to encourage on overnight stay. After the event, the AGENCY shall provide the survey results from the registered attendees at the event or be required to request that the hotels provide information regarding the number of individuals residing at the hotel as a result of the event.

If any of the subsequent events resulted in no overnight hotel stays, or few overnight hotel stays, the AGENCY shall document its efforts to promote overnight hotel stays and other opportunities within Lake County.

D. Annual Events Calendar. No later than January 30th of each calendar year after completion of the capital project for a term of three (3) years, the AGENCY shall provide the COUNTY with AGENCY'S updated annual events calendar for the capital facility.

8. Term. The term of this Agreement shall be for a period of three (3) years from the date of this Agreement. Any deliverables required hereunder shall be delivered to the County within this post-event time frame.

9. Default. If AGENCY fails to complete any of the AGENCY'S Obligations identified herein, including but not limited to fails to construct the capital project, fails to appropriately market the capital project, or fails to appropriately manage the operations associated with the capital project, the County shall have the right to hold the AGENCY in default of the Agreement. Upon a finding of default, the COUNTY shall have the right to refuse payment or to reduce the payment as determined appropriate by the COUNTY. The COUNTY shall notify the AGENCY in writing of the default and of any reduction in the contract amount. The AGENCY shall have ten (10) days in which to respond to the demand and to provide justification as to why such funding should not be reduced. Failure to respond within this time frame shall be considered a waiver of any claims. The COUNTY shall have the right to institute proceedings within the Fifth Judicial Circuit to enforce the terms of this Agreement.

10. Right to Audit. The COUNTY reserves the right to require AGENCY to submit to an audit by any auditor of the COUNTY'S choosing. AGENCY shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. AGENCY shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. AGENCY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the AGENCY in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses a misuse of the funds or a use of the funds for any ineligible items, or inappropriate use of the funds of any nature whatsoever by the AGENCY to the COUNTY in excess of one percent (1%) of the total contract amount, in addition to making adjustments for the disallowed items or charges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the AGENCY. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the AGENCY'S records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the AGENCY.

11. General Provisions.

A. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be

deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY
County Manager
315 West Main Street, Ste. 308
P.O. Box 7800
Tavares, Florida 32778-7800

AGENCY
City Administrator
P.O. Box 1068
Tavares, Florida 32778

cc: Department of Economic Development
& Tourism
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

B. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

C. Severance. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

D. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary. This Agreement supersedes and replaces the Previous Agreements between the parties.

E. Entire Agreement. This Agreement, together with any exhibits or attachments hereto constitutes the entire agreement between the parties, and incorporates all discussions between the parties. This Agreement may not be amended or modified except by a writing signed by the party to be charged.

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

AGENCY

CITY OF TAVARES

Robert Wolfe, Mayor

This 7th day of August, 2013

COUNTY

ATTEST:

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

Leslie Campione
Chairman

This 14th day of August, 2013.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

LAKE COUNTY
FLORIDA

LAKE COUNTY TOURISTDEVELOPMENT TAX CAPITAL PROJECTSFUNDINGAPPLICATION

A. Background

1. *Name of Capital Project:* **Wooton Park Expansion Boating Improvement Facilities**
2. *Location:* **Wooton Park, Tavares, Florida**
3. *Projected Timeline - Start:* **Fall 2013** *Completion*: **Summer 2014**
4. *Please circle the description that best describes the nature of your Project:*

   New Construction Expansion Renovation
5. *Executive Summary - Please provide an overview of the Project and its benefits to Lake County:*

Wooton Park is the home to the Tavares Seaplane Base & Marina. Over the past several years the City has invested $13.5 million in the development of the Seaplane Base & Marina, event area, Children's Splash Park, Train Platform and Train Depot and the Tavares Pavilion on the Lake (currently under construction). In March 2012 the voters of Tavares approved a $3.2 million general obligation bond issue to purchase an additional 3.61 acres of Lake Dora waterfront property to expand Wooton Park. Limited funds are contained in the bond referendum dollars for extension of the TAV-LEE Trail through the extension property and the construction an expanded boat ramp, boat ramp parking and new restroom facilities.

With the expansion property, Wooton Park will now provide 10 acres of publicly accessible Lake Dora waterfront property for both active and passive recreational opportunities. Additionally, in 2013 the City of Tavares will host 19 major events (see attached event calendar), most of which are annual events, which attract overnight visitors to the Lake County community. The City has hosted with the assistance of the TDC several fishing tournaments sponsored by B.A.S.S., Crappie Masters USA.

The City is seeking TDC Infrastructure funds to assist in the construction of the new boat ramp, parking area and restroom facilities on the western end of the expansion property.

The construction of the new boat ramp, parking facilities and rest rooms will triple the number of boat trailer parking spaces to 24. The construction of these new facilities and the City's purchase of these 3.61 acres of Lake Dora waterfront to expand Wooton Park will allow the City to continue sponsoring and hosting a wide range of water related events that bring participants and visitors to the Lake County community who will rent hotel rooms and other lodging facilities putting "heads in beds".

B. Applicant Information

1. *Name of Submitting Organization:* **City of Tavares**
2. *Purpose and Mission of Submitting Organization:* **Tavares – the Capital waterfront City of Lake County; building on a historic foundation; distinguishing itself as the defining vision of where you want to be.**
3. *How long has the organization been operating in Lake County?* **Since 1880**
4. *Tax Status of Submitting Organization:* **Municipal Government**
5. *FEID Number:* **59-6000438** (*Please submit your W-9 with Application*) ***(See Section 3)***
6. *Contact Person &Title:* **Bill Neron, Economic Development Director**
7. *Address:* **201 East Main Street, Tavares, FL 32778**

Phone(s): **(352) 742-6402, (351) 516-4418** *Fax:* **(352) 742-6351** *Twitter:* **@TavaresFL**

E-mail: **bneron@tavares.org** *Website*: **www. Tavares.org**

C. Project Details

1. *Details on project space/construction type, clients served, and the Project itself:*

The proposed project is a portion of the overall development plan for the Wooton Park expansion property which includes the extension of the Tav-Lee Trail, providing for an enhanced shoreline that will allow for the docking of boats and seaplanes, a 2.2 acre multi-use open area, and the construction of a new boat ramp, boat parking area and a new restroom and storage building. (*See Section 6: Project Design*)

The City is seeking $400,000 of TDC Infrastructure funds to assist the construction of a new boat ramp facility, 20 plus boat trailer parking area and a new restroom/storage area building. The estimated cost of these facilities is $914,813 including engineering, design and inspection fees (see attached estimate prepared by AVCON Engineering.

The proposed boat ramp will be a triple-wide unobstructed ramp that will be properly sloped to allow for the launching of boats and the taxiing of seaplanes. While the facility will be primarily used for the launching of boats, there will be very limited occasions when the City will be hosting a major seaplane fly-in. By having this ramp seaplane accessible, it will allow for the parking of seaplanes in the large 2.6 acre open area. Currently seaplane fly-ins are limited due to ramp parking space and lack of an enhanced shoreline to allow for boat and seaplane parking. This situation will be remedied with the new boat/seaplane ramp and proposed enhanced shoreline.

Additionally, with the construction and opening of the two new hotels on Ruby Street, additional hotel rooms are being made available for convenient use by boaters and seaplane pilots staying overnight.

Currently the City of Tavares hosts 19 major events per year including two major fishing tournaments, three Classic Raceboat events, the Sunnyland Antique Boat Show, Dragon Boat Races, Planes, Trains and Barbecue, two jet ski events and two limited seaplane fly-ins. The new boat ramp facility and related improvements will allow the City to continue to host and grow these water related events that bring overnight visitors to the community.

2. *Describe in detail the strategic rational and business justification for the Project:*

Since 2008, the City has been developing the current Wooton Park Seaplane Base and Marina project including the seaplane base, boat docks, fueling facilities, gazebos, Children's Splash Park, train platform and train depot replica and the Pavilion on the Lake project. The City of Tavares has invested $14.2 million in these improvements to date with the Pavilion on the Lake project scheduled for completion in the Spring of 2014.

The footprint of the original Wooton Park is literally covered with improvements with little to no more open space available to grow existing events. Between April 2010 and January 2013, 5,100 seaplanes visited the Tavares Seaplane Base. This far exceeded the City's original expectations and this success has caused for a traffic conflict between seaplanes and people launching boats. The current boat ramp area is currently marked for one large seaplane parking area and 8 boat trailer parking spaces.

Additionally, in years past the Tavares Station complex allowed to City and the various boating event promoters to use vacant land at Tavares Station. The vacant Tavares Station property bordered by the railroad tracks, Ruby Street and Sinclair Avenue is now being developed by Tavares Station and will not be available as an event overflow area.

Realizing that this was about to happen, in March 2012 the voters in the City approved a $3.2 million general obligation bond issue to purchase 3.61 acres of Tavares Station property bounded by the railroad tracks, Lake Dora shoreline and Sinclair Avenue. This bold action by the voters preserved the last large Lake Dora waterfront property for public use. The City paid $2.3 million for the property leaving approximately $900,000 for improvements such as extension of the Tav-Lee Trail across the new property and up Sinclair Avenue, a new boat ramp, parking area and restrooms, and an enhanced shoreline that will allow for the docking of boats and seaplanes. Approximately, $100,000 of the available infrastructure dollars has been earmarked for initial design and environmental permitting expenses for the entire Wooton Park Expansion project.

By purchasing this property the City extinguished the then approved development rights for 28 two-story townhomes and a 99 covered boat slip marina. If the City had not purchased the 3.61 acres and it developed as planned, the City would not have any remaining open land to support its many water related events and many of these events would probably have moved to other locations and venues.

With the purchase of the 3.61 acres for the Wooton Park expansion, the City plans the construction of a new triple-wide boat ramp and related parking for 20 plus boat trailers and new restroom facilities. The boat ramp will be designed to handle large traffic boating events as well as on a limited basis serve seaplane fly-in events. The 2.66 acres of open space adjacent to the ramp will provide an overflow area to park boat trailers for fishing tournaments and other boating and Jet Ski events as well a parking area for numerous seaplanes during limited fly-in events.

Additionally during non-event days, the expanded boat ramp and facilities will be used by local residents and visitors alike providing an easily accessible and safe boat launching facility.

The purchase of the additional Wooton Park Expansion property and the construction of the proposed boat ramp, parking area and new restroom facilities has preserved the City's ability to continue to host and expand numerous water related events and activities that will bring overnight visitors to our community and expand the number of "heads in beds".

3. *Projected Useful Life of Project:*
   The useful life of the property is in perpetuity. The useful life of the new facilities will be 20-25 years.

4. *Please attach any schematics, plans or images related to the project.*

D. Financial Summary

1. *Amount of TDT Funds Requested:* **$400,000**
2. *Project Costs:*

	Total
Total Project Cost	**$3,214,813**
Land Value	**$2,300,000**
Facility Hard Construction Costs	**$774,013**
Infrastructure and Equipment Costs	**(incl. in const. costs above)**
Design and Project Management Costs	**$140,800**

3. *What percentage of the Project costs will be spent locally?* **85-90%**
4. *Are there any recurring costs to buy new equipment / update the facility, if yes, list and explain:* **N/A**
5. *Project Local Annual Spending in Project's Operating Budget:*

   The 2012/13 operating budget for the Seaplane Base & Marina including Wooton Park and Splash Park maintenance and operations is $691,159 funded by fees and charges revenues, TIF funds and a General Fund contribution. When the Wooton Park Expansion Property is developed it is anticipated that one additional Marina Tech Position at a total annual cost of $40,353 will be required. Additionally added operational expenses of an estimated $70,000 will be required for contracted grounds maintenance and other costs of operational supplies.

   When the Wooton Park Expansion project is completed the annual estimated Seaplane Base & Marina budget is estimated to be in the range of $800,000.

6. *Please submit the following additional financial information for the Project:*
   - A detailed Pro Forma Analysis for the Project
   - A Sources and Uses Budget for the Project.

   The estimated cost for the boat ramp, parking area, design and construction inspection fees is $914,813. (*See Section 4: Complete Budget Outline)* The estimated construction costs is estimated to be paid from City of Tavares General Obligation bond proceeds and Tourist Development Tax infrastructure grant funds. The annual operating budget is detailed in number 5 above.

E. Project Demand

1. *Who is the targeted population, audience or events for the Project:*

   Event users include event participants and spectators. (*See Section 5: Support Documents*)

3. *Please provide an event calendar for the previous twenty-four (24) months, if applicable, and the next 24 months for the Project utilizing the template provided below. If the Project is an expansion to an existing facility, please only include events unique to this Project.*

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
Bass Pro Shop's CrappieMasters	Jan 26-29, 2010	100	200	300	250
Classic Race Boat Regatta	Mar 19-21, 2010	40	600	640	50
Sunnyland Antique & Classic Boat Show	Mar 25-28, 2010	400	6500	6900	500
Junior BASSMASTERS Championship	Aug 13-15, 2010	40	150	190	100
Bass Pro Shop's CrappieMasters	Jan 27-29, 2011	100	200	300	250-350
BASSMASTERS Elite Series	Mar 10-15, 2011	50	3500	3550	150
Classic Race Boat Regatta	Mar 18-20, 2011	40	600	640	50
Sunnyland Antique & Classic Boat Show	Mar 24-27, 2011	400	6500	6400	500
ASSMASTERS Open Series	Jan 19-20, 2012	400	200	600	1900
Bass Pro Shop's CrappieMasters	Feb 10-11, 2012	100	200	300	250
Sunnyland Antique & Classic Boat Show	Mar 21-25, 2012	400	6500	6400	500
Seaplane Fly-In	Apr 21-, 2012	65	300	365	1
Harris Chain Bassmasters	Sept 22-, 2012	60	100	160	-
The Monster Splash! Halloween Fly-In	Oct 27-, 2012	45	250	295	5
BASSMASTERS College Series	Jan 4-5, 2013	200	200	400	557
Bass Pro Shop's CrappieMasters	Jan 25-26, 2013	100	200	300	250
Classic Race Boat Regatta	Mar 15-17, 2013	*40*	*600*	*640*	*50*
Sunnyland Antique & Classic Boat Show	Mar 19-24, 2013	*400*	*7500*	*6600*	*500*
Seaplane Fly-In	Apr 20-, 2013	*70*	*400*	*470*	*20*
Fall Thunder Regatta	Nov 8-10, 2013	*40*	*600*	*640*	*50*
Winter Thunder Regatta	Jan 17-19, 2014	*40*	*600*	*640*	*50*
Bass Pro Shop's CrappieMasters	Jan 24-25, 2014	*100*	*200*	*300*	*250*
Classic Race Boat Regatta	Mar 14-16, 2014	*40*	*600*	*640*	*50*
Sunnyland Antique & Classic Boat Show	Mar 20-23, 2014	*400*	*6200*	*6600*	*500*
Seaplane Fly-In	Apr 19-, 2014	*70*	*300*	*370*	*20*
The Monster Splash! Halloween Fly-In	Oct 26-, 2014	*70*	*300*	*370*	*20*

3. *Please fill in the following Attendance Chart with estimates for the number of annual attendees in each category. If the Project is an expansion to an existing facility, please only include those attendees unique to the development of this Project.*

Type of Attendee	Origin of Attendee			Avg. Length of Stay (Days)
	Out-of-State	In-State, Non-County	Local	
Spectators/Visitors	200	2000	20000	1
Vendors	15	50	40	2
Players/Participants/Coaches – Adult*	500	200	200	3
Players/Participants/Coaches – Youth*				
Media/Staff	50	50	50	3

*For sporting events only

4. *On average, how many months per year will the Project be utilized:* **12**
5. *For those months, how many average days per month will the Project be utilized:* **20-30**
6. *Please fill in the following Hotel Room Night Chart with estimates for the number of room nights generated annually. If the Project is an expansion to an existing facility, please only include those room nights resulting from the development of this Project.*

	Total
Projected Room Nights	4,000
Bed Tax Exempt Room Nights (If Applicable)	
Average Nightly Room Rate	70.00

7. *Please submit a brief narrative of the plan for this event to generate room nights in Lake County:*

The expansion of Wooton Park will not only maintain the current level of room night generation, but will allow our current events to grow and create new events that will generate even more room nights in the area.

8. *List additional sponsors/partners:* _____
9. *List Host Hotels-Committed:* _____

_____ _____

10. *List Host Hotels-Applied For:* _____ _____

_____ _____

11. *Number of Vendors:* _____ *Local:*_____ *Out of County:*_____

12. *How will you evaluate and measure your programs success?*

The City of Tavares continues to expand on measuring the economic impact of events. Currently when the task of obtaining useful and meaningful data is feasible, Economic Impact Reports are developed for specific events such as the 2013 BASSMASTER College Series and the 2012 BASSMASTER Open Series. (*See Section 5: Support Documents)*

13. *List states and countries represented by previous attendees if an existing facility has been used for events that the new facility will host or if it is an expansion of an existing facility:*
Events held in Wooton Park have welcomed individuals from all over the United States, even as far from Washington State (Pilot visiting the 2012 Seaplane Fly-In). The 2013 Sunnyland participants hail from 28 different states in the county. BASSMASTER events pull anglers from all over the East coast.

14. *Will events held through the Project charge an entry fee, admission fee, parking fee, etc.?*

Yes.

If yes to any of these please list them:

Sunnyland Antique & Classic Boat Show, Classic Race boat Regatta (Including the Fall and Winter Regatta events), and all fishing tournaments charge an entry fee to anglers but the costs vary depending on the tournament.

F. Marketing Summary

1. *Outline of the marketing plan for the Project and resulting events:*

The City of Tavares has a full-time Public Communications Director who is directly responsible for marketing City sponsored events (Christmas Festival, 4th of July, Planes, Trains and Barbecue, and Seaplane Fly-ins). The Public Communications Director and the staff of the Economic Development Department work with the other Event Organizers to publicize the other events that the City Hosts at Wooton Park.

These other Event Organizers use a variety of techniques to publicize their events such as event page internet sites, press releases, direct advertizing and marketing materials to their specialty interest groups. A list of typical web sites is as follows: www.acbs-sunnyland.org, www.vintageraceboatshop.com, www.crappiemasters.net and www.bassmaster.com.

The City of Tavares has a web site (www.tavares.org) which has an Event page that provides a detailed description of the various City sponsored and hosted events. For the last several years the City has budgeted approximately $12,000 for various advertizing and marketing costs.

The City also works with the Tavares Chamber of Commerce and the various Event Organizers to publish and distribute annually 40,000 copies of the attached WATER FESTIVAL magazine. (*See Section 5: Support Documents)*

2. *Describe what steps have been taken or will be taken to reach out and bring in new attendees, and thus increase overnight stays.*

   The current footprint at Wooton Park is fully developed with little or no remaining open space. The City's purchase of the Wooton Park Expansion property will provide an additional 3.61 acres of Lake Dora waterfront property of which 2.6 acres of new "open space" land. This open space land will provide an overflow boat trailer parking area and property to park seaplanes for large seaplane fly-ins.

   The additional "open space" will also provide an area to expand some of the existing City events. For example, the Planes, Trains & Barbecue competition is limited to 25 teams due to space consideration. When the expansion project is completed the number of teams can be tripled with the additional open space land. The new boat ramp facilities will allow for the smoother launching of boats and parking of boat trailers allowing us to expand the several boating related events.

   The City of Tavares has worked closely with County TDC staff to jointly financially sponsor several water related events and fishing tournaments. The purchase and development of this additional property will allow the City to host more new events and expand existing events even further.

   It should also be noted that the Wooton Park Seaplane Base & Marina has fostered the development of several new restaurants and two new boutique hotels with approximately 50 new hotel rooms in downtown Tavares.

G. Signature

I have reviewed the LAKE COUNTY TOURIST DEVELOPMENT CAPITAL PROJECTS FUNDING APPLICATION. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that the County in approving a funding agreement does not assume any liability or responsibility for the ultimate financial profitability of the project for which the funds are awarded. The County, unless otherwise specifically stated, is only a financial contributor to the project and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts incurred for such event. I have put all third parties on notice that the County will not be responsible for payment of any costs or debts for the project.

Bill Neron — 3/15/13

*Signature (Please sign in **BLUE** ink)* — *Date*

Bill Neron Director of Economic Development

Name and Title of person authorized to sign the application

City of Tavares

Applicant's Organization

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 21, 2015

AGENDA TAB NO. 5 **SECOND READING**

SUBJECT TITLE: **Ordinance 2015-12**
Annexation & Rezoning –Old 441-Charlie Johnson Builders

OBJECTIVE:

To consider the annexation and rezoning to RSF-2, Residential Single Family, of approximately 46.80 acres of property located on the south side of Old U.S. HWY 441, east of David Walker Drive.

SUMMARY:

On July 14, 2015 City Council tabled consideration of this application until after an anticipated amendment to the Land Development Regulations creating a new single family zoning district (RSF-2) was passed and adopted. This new zoning district was approved by City Council on September 16th through Ordinance 2015-17. The application for annexation and rezoning submitted by Charlie Johnson Buildings has been again advertised along with the usual mail-outs to affected property owners in accordance with State Statutes and Tavares' regulations. The amended, more restrictive proposed Ordinance 2015-12 is being presented for Second and Final Reading and consideration.

The subject property is located at the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 46.80 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and it also further provides that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

Charlie Johnson Builders Inc, the owner of this property, has applied for annexation of these lands into the city and is seeking a zoning designation of RSF-2, Residential Single Family. Since the property is not contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities has also been signed by the applicant. The owner is proposing to develop a residential subdivision. As per the utility agreement, all homes will be connected to city utilities. As usual for new subdivisions, the owner will be required to receive preliminary and final subdivision plat approval from City Council and must also obtain subdivision construction approval to insure compliance with all city codes and specifications. These approvals are conditioned on the applicant obtaining all applicable permits from outside agencies including Lake County. Environmental, school and traffic impacts will be addressed through this process. The owner is concurrently seeking a Future Land Use Map amendment to Low Density Residential (5.6 dwelling units per acre).

The City and applicant have given consideration to the comments received from neighboring residents during the July 14th Council meeting. The following refinements and additions have been made to this application:

1. The proposed zoning is now RSF-2 (Single Family Residential). Multi-Family development is not a permitted use in this zoning district.
2. A proposed emergency access connecting to Fairvista Drive has been eliminated. The subdivision will have only one access point located off Old 441 at the existing rail crossing.
3. An Engineered Conceptual Subdivision Plan has been submitted. The number of proposed lots has been reduced to 122 homes (attached).
4. A traffic impact study was performed by Don Griffey Engineering. The study confirms that there is sufficient excess capacity on Old 441 to accommodate this development (attached).
5. Ray and Associates, Planning & Environmental, has been enlisted to insure that all environmental state regulations and permitting requirements are observed and obtained in accordance with applicable law.

This property is surrounded on all sides by existing residential development. A residential zoning for this property is the most compatible use. The owner has for many years desired to develop this property, but the lack of utilities and the inability to annex into the city has been an issue. Our newly adopted ISBA essentially solves these problems, allowing the city to naturally expand its boundaries and utilities in a predictable, planned fashion.

OPTIONS:

1. That City Council moves to approve Ordinance 2015-12.
2. That City Council moves to deny the proposed annexation and rezoning.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board voted 5-1 to recommend that City Council approves Ordinance 2015-12.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2015-12.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 46.80 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RSF-2 (SINGLE FAMILY RESIDENTIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the properties described in **Exhibit "A"** have voluntarily petitioned to annex into the City of Tavares, and

WHEREAS, these properties are located within the Interlocal Service Boundary Area attached as **Exhibit "B"** to this ordinance; and

WHEREAS, the City of Tavares may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the Interlocal Service Boundary Agreement executed between the City of Tavares and Lake County, and

WHEREAS, as a condition of annexation under the Interlocal Service Boundary Agreement, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement at the time of annexation to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development, and

WHEREAS, the owner has signed a utility agreement attached as **Exhibit "C"** to this ordinance which upon acceptance by the City of Tavares will obligate the owner to connect to the City's public water and sewer utility system or to construct the utility infrastructure for water and waste water pursuant to the City's plans and specifications, and

WHEREAS, the owner has requested that the subject property be given a city zoning designation of RSF-2 (Residential Single Family) upon annexation to facilitate the development of a single-family detached subdivision with minimum lot frontages of 60 feet and

minimum lot areas of 6500 square feet which is in compliance with an RSF-2 (Residential Single Family) zoning; and

WHEREAS, the City is concurrently processing an amendment to the City's Comprehensive Plan to re-designate the property from Lake County Urban High Density to City Low Density on the Future Land Use Map 2020; and

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

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

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

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

Section 1. Annexation

The properties legally defined as and depicted in **Exhibit "A"** attached hereto, situated in Lake County, Florida, is hereby incorporated into and made a part of the City of Tavares, Florida, pursuant to the voluntary annexation provisions of Chapter 171, Part II, Florida Statutes.

Section 2. Utility Agreement

That the Utility Agreement attached as **Exhibit "C"** to this ordinance is hereby approved by the City Council of the City of Tavares; and

Section 3. Rezoning

The said properties, as legally defined in **Exhibit "A",** are hereby rezoned from Lake County R-1 (Rural Residential) and County R-2 (Estate Residential) to City RSF-2 (Single Family Residential), under the specific provisions as established by the City of Tavares Land Development Regulations.

Section 4. Severability.

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

Section 5. Effective Date.

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, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Robert Q. Williams, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA **(PARCEL A)**

AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. **(PARCEL B)**

AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(PARCEL C)**

EXHIBIT B
INTERLOCAL SERVICE AREA BOUNDARY

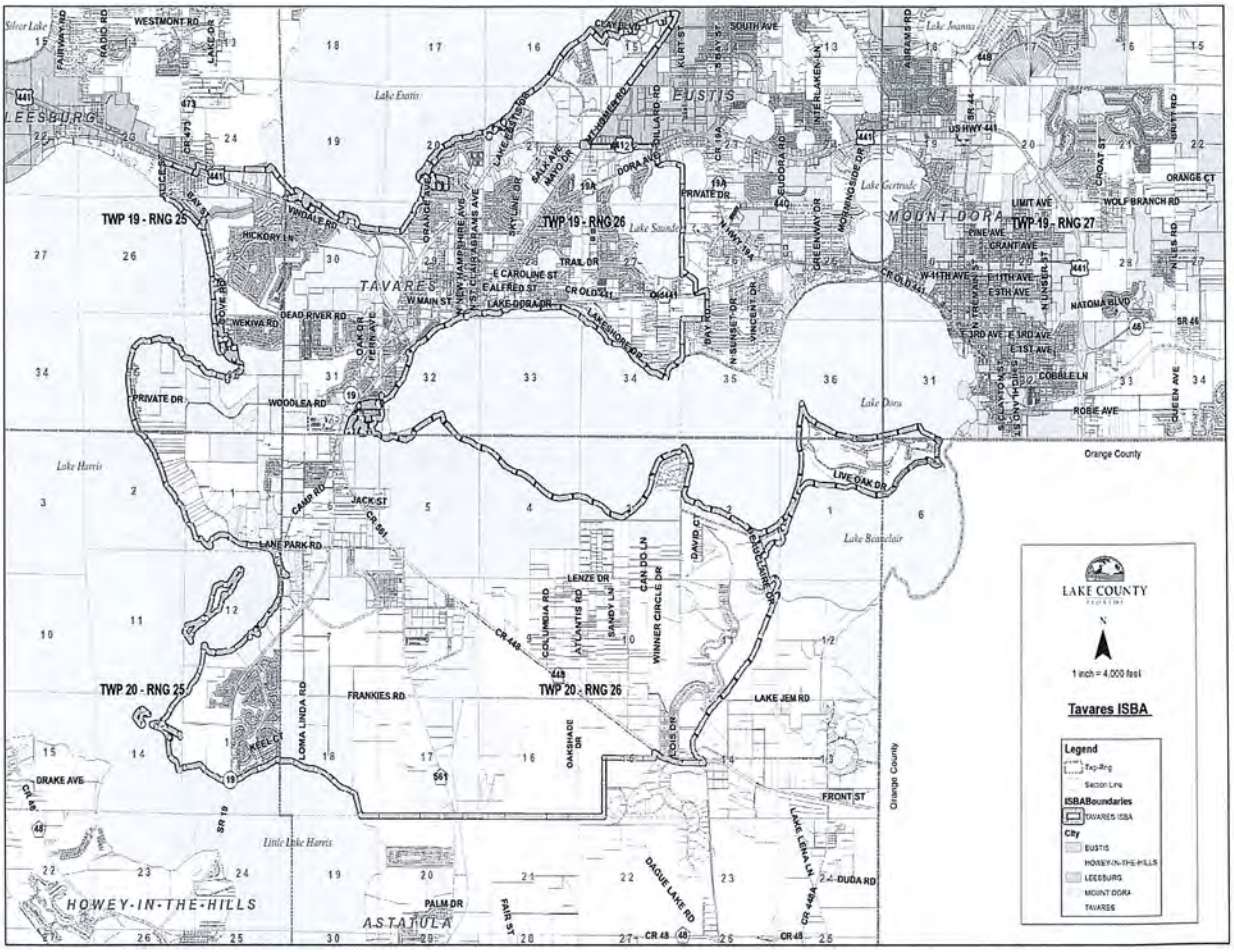


EXHIBIT C
UTILITY AGREEMENT

America's Seaplane City™

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, _____ by and between THE CITY OF TAVARES, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a Florida limited liability company, (hereinafter referred to as "Developer").

RECITALS

1. The City owns and operates a central water and wastewater utility within the Interlocal Service Area Boundary Area identified as Exhibit "A" in the Interlocal Service Boundary Agreement between the City of Tavares and Lake County.

2. The Developer owns property, legally described in "Exhibit A" of this Utility Agreement. This property is within the Tavares Interlocal Service Area Boundary. The Developer desires to annex this property into the City of Tavares.

3. A requirement for annexation of non-contiguous properties under the Interlocal Service Boundary Agreement is that properties are either presently served by or capable of being served by public central water and sewer utility service, or the subject owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property. The Agreement provides that the City of Tavares may not approve development or issue a final development order in such annexed area unless central water and waste water serves the development.

4. The Developer has agreed to (___) immediately connect to the an existing public water and sewer utility service, or (___) construct the utility infrastructure for water and waste water pursuant to the City's plans and specifications, and it has agreed to pay the entire cost to design, permit, construct, and inspect that construction.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. Connection or Construction of Capital Lines and Facilities. The City acknowledges that the Developer, at its expense, has agreed either to:

(a). Connect to the City's public water and sewer utility system or some other public central water and sewer service approved by the City within ____ days, or

(b). Design, permit, and construct the following capital infrastructure improvements to wit:

Description of Work: _____

The City hereby acknowledges that it has granted to the Developer the right and license to construct said water and sewer lines, and expressly consents to such construction.

3. Conveyance of Improvements. At the City's option, all of the utility facilities constructed pursuant to this agreement shall be the property of the City. In such instance, the Developer agrees to convey to the City, by bill of sale, all of Developer's right, title and interest in Infrastructure extensions and improvements upon execution of this Agreement. In the event the utility connection improvements are not conveyed to the City, the Developer shall be responsible for all maintenance of said lines and facilities.

4. Documentation from Developer. The Developer shall submit to the City sealed engineered copies of all design drawings, contractor's affidavits, certificates from the project engineer, and a set of as-built drawings for all of the improvements contemplated hereby. The Developer shall also assign to the City all warranties and guarantees that it has on the improvements.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Waiver; Modification. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

9. Application; Affect. If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall be affected thereby and shall be enforced to the greatest extent permitted by law.

10. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: John Drury, City Administrator
City of Tavares
201 East Main Street
Tavares, Florida 32778
Telephone: (352) 742-6209

Copy to: Robert Q. Williams, Esquire
Williams, Smith & Summers, P.A.
380 West Alfred Street
Tavares, Florida 32778-3298
Telephone: (352) 343-6655
Fax: (352) 343-4267

Developer: _____

11. Attorney's Fees. In the event of any dispute hereunder for of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable cost, fees, expenses, including but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

12. Performance. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

CITY OF TAVARES

ATTEST:

_____ _____

Nancy Barnett, City Clerk Kirby Smith, Mayor

Approved as to form and legality by:

This _____ day of _____, 2015.

_____

Robert Q. Williams, Esquire
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

Signed, sealed and delivered in the presence of the following witnesses:

DEVELOPER:

_____

Signature of Witness

_____

Printed Name of Witness

By:_____

_____

Signature of Witness

_____

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as Manager of _____, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

_____

Notary Public Signature

_____

(Name typed, printed or stamped)

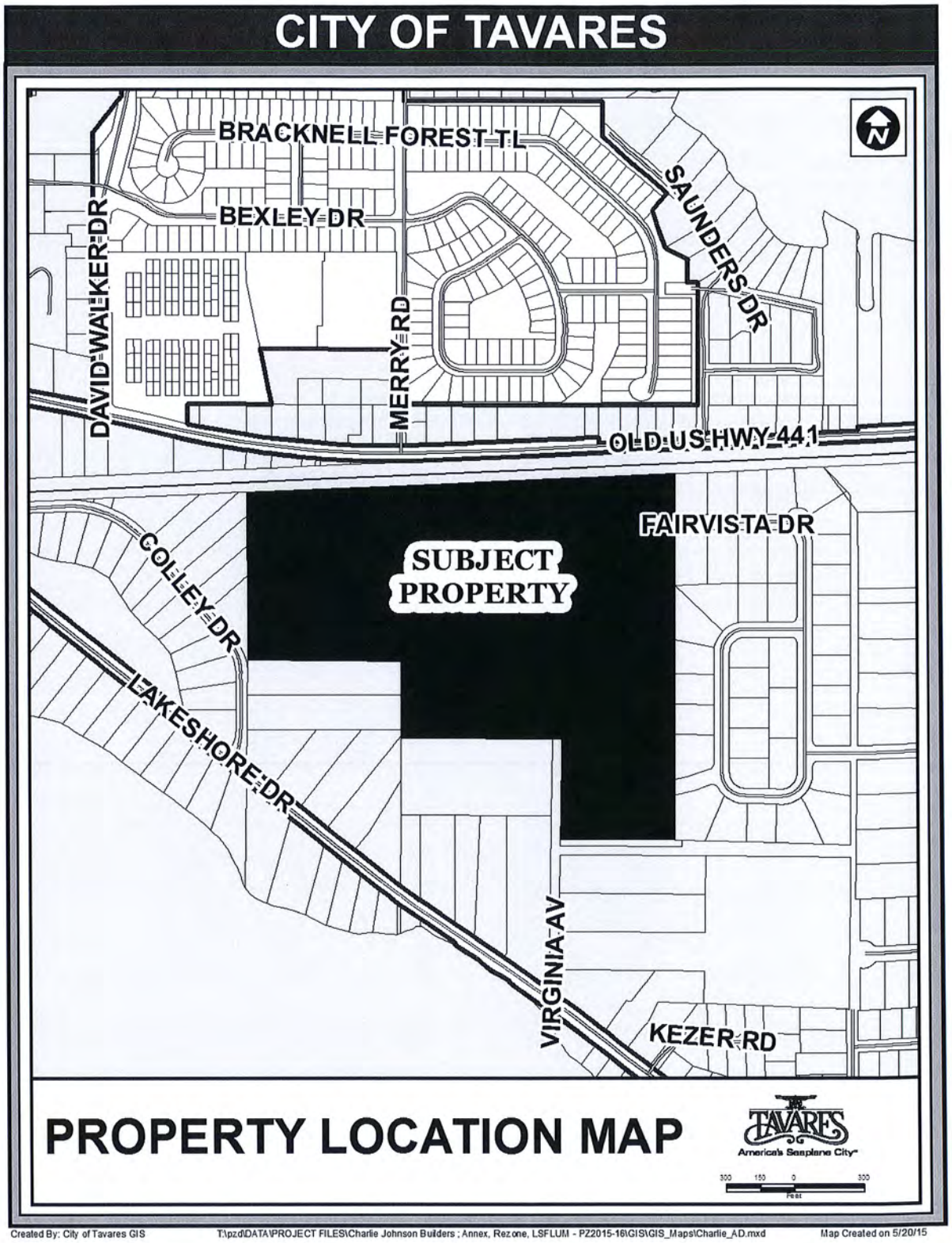
EXHIBIT "A" OF UTILITY AGREEMENT

LEGAL DESCRIPTION

LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29. SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA **(PARCEL A)**

AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. **(PARCEL B)**

AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(PARCEL C)**


CITY OF TAVARES
BRACKNELL FOREST TL
BEXLEY DR
DAVID WALKER DR
MERRY RD
SAUNDERS DR
OLD US HWY 441
FAIRVISTA DR
SUBJECT PROPERTY
COLLEY DR
LAKESHORE DR
VIRGINIA AV
KEZER RD
PROPERTY LOCATION MAP
TAVARES
America's Seaplane City
300 150 0 300
Feet
Created By: City of Tavares GIS
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Map Created on 5/20/15

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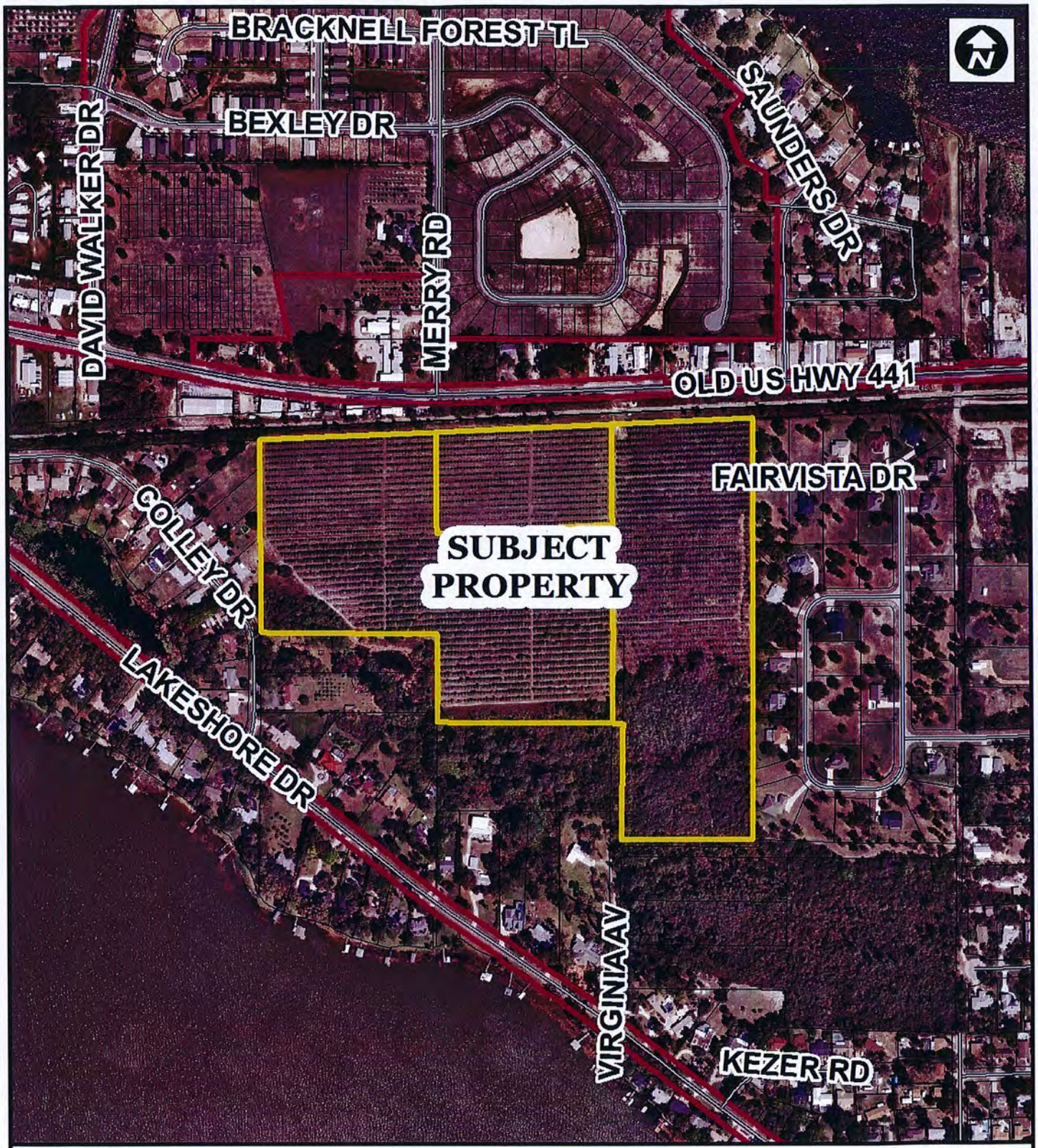
CITY OF TAVARES



PROPERTY LOCATION MAP

TAVARES
America's Seaplane City

300 150 0 300
Feet

Created By: City of Tavares GIS

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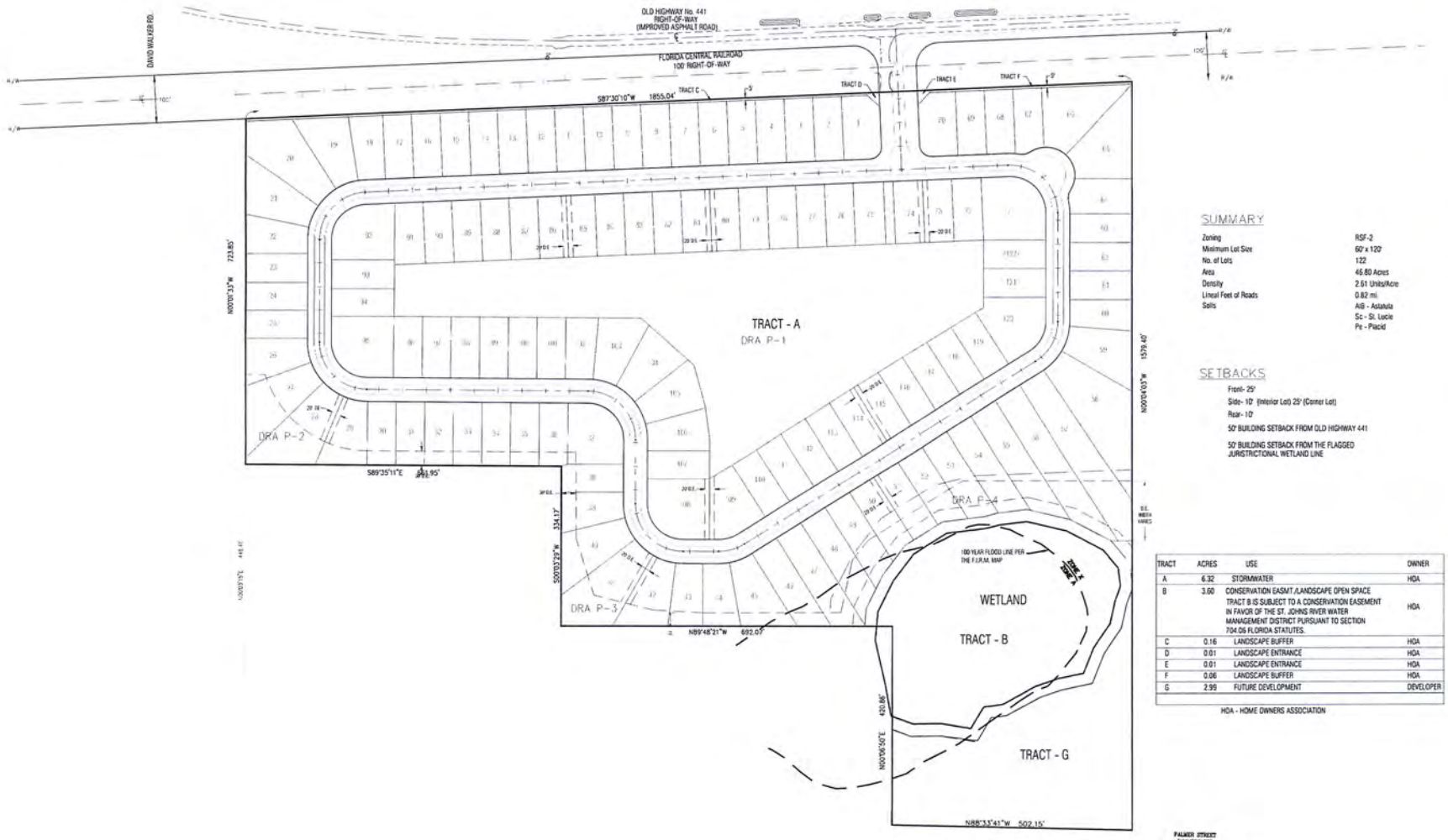
Map Created on 5/20/15



SUMMARY

Zoning	RSF-2
Minimum Lot Size	60' x 120'
No. of Lots	122
Area	46.80 Acres
Density	2.61 Units/Acre
Lineal Feet of Roads	0.82 mi.
Soils	AlB - Astatula Sc - St. Lucie Pe - Placid

SETBACKS

Front- 25'

Side- 10' (Interior Lot) 25' (Corner Lot)

Rear- 10'

50' BUILDING SETBACK FROM OLD HIGHWAY 441

50' BUILDING SETBACK FROM THE FLAGGED JURISTRICTIONAL WETLAND LINE

TRACT	ACRES	USE	OWNER
A	6.32	STORMWATER	HOA
B	3.60	CONSERVATION EASMT./LANDSCAPE OPEN SPACE TRACT B IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06 FLORIDA STATUTES.	HOA
C	0.16	LANDSCAPE BUFFER	HOA
D	0.01	LANDSCAPE ENTRANCE	HOA
E	0.01	LANDSCAPE ENTRANCE	HOA
F	0.06	LANDSCAPE BUFFER	HOA
G	2.99	FUTURE DEVELOPMENT	DEVELOPER

HOA - HOME OWNERS ASSOCIATION

VERANDAH PARK

CONCEPT PLAN

BESH
BOOTH ERN STRAUGHAN HOTT, INC
ENGINEERS • SURVEYORS • LAND PLANNERS
902 North Sinclair Ave.
Tavares, Florida 32778
www.besandh.com
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 27029

DATE:	JANUARY 2015
DESIGNED BY:	CCH
DRAWN BY:	RLG
CHECKED BY:	CCH
JOB NO.:	0J1169.0001
FILE NAME:	CONCEPT 2015

Sheet 1

PROFESSIONAL ENGINEER NO. 68630

CITY OF TAVARES ORDINANCE # 2015-12

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 # 2015-12

Charlie Johnson Builders, Inc.

Current Zoning:
County R-1, R-2
Proposed Zoning: RSF-2
46.80 ± Acres

Legend

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

Orlando Sentinel
Publication Date: 10/05/2015
Ad Number: 3630306-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W
Client Name:
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E002/LAK
Description: ff/ORd 15-12 &15-13
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.

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 2015-12 & Ordinance 2015-13 titled as follows:

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 46.80 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RSF-2 (SINGLE FAMILY RESIDENTIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 46.80 ACRES OF VACANT PROPERTIES FROM COUNTY URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2015-12 & Ordinance 2015-13 will be considered at the following public meetings:

1. Tavares City Council meeting on October 21, 2015, at 4 p.m.
(Second Reading – Ord. 15-12, Adoption Hearing – Ord.15-13)

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

Proposed Ordinance 2015-12 & Ordinance 2015-13 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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

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

YOUR COMMUNITY IN BRIEF

Classic cars, '50s and '60s music on tap at Vintage Venture event

By Debbie Manis
Staff Writer

Lakeridge Winery & Vineyards, 19239 U.S. Highway 27, Clermont, will have its annual Vintage Venture from 10 a.m. to 5 p.m. Saturday and 11 a.m. to 5 p.m. Sunday.

The event will feature a display of vintage cars, 1950s and '60s music, food and beverages, winery tours and wine tasting.

The Ladyz & The Boyz will entertain from 10 a.m. to 1:30 p.m. Saturday, and Johnny DeRose from 2 to 5 p.m. Sunday's performances will include Paul Lovizio and The Peanut Butter Company from 11 a.m. to 1:30 p.m. and Johnny DeRose from 2 to 5 p.m.

The car show will take place both days and is open to all cars made before 1979.

Registration is $3 in advance and $5 the day of the event. Registration is from 9 to 11 a.m. Saturday and 10 a.m. to noon Sunday. Dash plaques will be given to the first 50 entries.

Awards will be given for first, second and third place, and honorable mention will be given to the winners chosen by the audience. To download a car show application, visit lakeridgewinery.com and click on "festivals & events" and then "vendor application."

Admission is a $2 donation to benefit the South Lake Chamber of Commerce scholarship fund.

Seating is limited; patrons can bring a lawn chair or blanket. Details: 352-394-8627.

Building strong bones

The University of Florida/ Lake County Extension Office will offer "Build Your Bones" osteoporosis prevention series. The three-part series will offer information on maintaining or improving bone health through nutrition, improved balance and physical activity.

Classes will meet from 10 a.m. to noon Oct. 13, 20 and 27 at the Lake County Agricultural Center, 1951 Woodlea Road in Tavares.

Participants are encouraged to attend all the sessions.

Cost is $10. To register, visit buildbone.eventbrite.com by Sunday.

For more information, call 352-343-4101, Ext. 2719 or 2721, or email julieeng@ufl.edu.

Convenience center hours

Lake County Solid Waste's residential convenience centers and the Central Landfill Facility hours of operations have changed effective today.

- Astor, 54721 Astor Transfer Station Road, 9 a.m. to 5 p.m. Tuesday and 8 a.m. to 4 p.m. Saturday. Details: 352-759-2776.
- Clermont, 10435 Log House Road, 9 a.m. to 5 p.m. Wednesday and 8 a.m. to 4 p.m. Saturday. Details: 352-394-5137.
- Lady Lake, 1200 Jackson St., 9 a.m. to 5 p.m. Tuesday and 8 a.m. to 4 p.m. Saturday. Details: 352-753-2399.
- Paisley, 25014 Rancho Lane, 9 a.m. to 5 p.m. Wednesday and 8 a.m. to 4 p.m. Saturday. Details: 352-669-3430.

Pine Lakes, 32520 W. State Road 44, DeLand, 9 a.m. to 5 p.m. Thursday and 8 a.m. to 4 p.m. Saturday. Details: 352-483-2079.

- Central Landfill Facility including scale house, 13130 County Landfill Road, Tavares, 9 a.m. to 5 p.m. Monday, Tuesday, Thursday and Friday, and 8 a.m. to 4 p.m. Wednesday and Saturday. Details: 352-343-3776.

Lake County resident may dispose of items at the convenience centers. Household items dropped off for recycling are accepted at no charge.

Details: 352-343-3776.

For more information, visit lakecountyfl.gov/departments and go to "Public Works" and click on "Solid Waste."

Meetings

- The Leesburg LIFE, a social-support group for widowed persons, will meet for lunch at 11:30 a.m. Thursday at the Leesburg Community Building, 109 E. Dixie Ave. Entertainment will be provided by the Honey Belles, a female barbershop quartet. Cost of the buffet-style meal is $10.

The Eustis LIFE will meet at 11:30 a.m. Oct. 21 in the faculty dining room at Lake Technical College, 2100 Kurt St., Eustis, on the north side of the building. Those attending should follow the LIFE signs. The buffet-style lunch will be prepared by members of Lake Tech's culinary arts program. Maryann Krisovitch from the Florida Lake Management Society will speak about lakes in Lake County to take family and friends. Cost is $11 for lunch.

To make a reservation or for more information, call Rick Reed at 352-787-0403 or email rreed@beyersfhc.com.

- The Ocklawaha Chapter of the Daughters of the American Revolution will meet Saturday at St. Edward's Episcopal Church, 460 N. Grandview St., Mount Dora. Fellowship begins at 10 a.m., followed by the meeting at 10:30. Bruce and Janet Smith, who will be dressed in period costume, will speak about April 19, 1775 ride of Paul Revere and the first battles at Lexington and Concord in Massachusetts.

Details: June Perry at spooker15@aol.com or Kay Nelson at deancestor@aol.com.

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

BOAS

*Continued from **Page E1***

SHERRY BOAS/CORRESPONDENT
Fragrant pinecone ginger is beautiful and it's easy to grow, says author Sherry Boas.

Here in Central Florida, I think of pinecone ginger as one of many signs of the changing seasons. As temperatures begin to mellow, the plant's bracts respond by turning from green to red, and one to five small buttery-colored flowers appear on the bract's upper rim. With tall stalks, broad leaves and the tendency to grow in clumps, pinecone ginger provides a tropical look to the landscape. The red pinecone bracts even make long-lasting and attractive cut flowers.

I began adding pinecone gingers to our landscape too long ago to remember when we planted our first roots. What I do remember is frequently dividing our initial plantings. Because ginger grows from rhizomes, it's easy to propagate by division. A shovelful taken from the edge of a clump can be transplanted to another location without doing much more than tamping down the soil and giving it a good soak.

On our property, we have pinecone ginger growing in a variety of settings. It surrounds the base of trees in the woods and grows down the slopes of hills. Although it seems to prefer slightly shady locations, it does well in sunny spots too. It is not bothered by pests and, once established, requires no attention other than admiration for its beauty.

The only disadvantage to adding pinecone ginger to the landscape is that its beauty is fleeting. The pinecone bracts that begin to turn red in September will last only until the first

*Please turn to **Page E4***

CORRECTION

Lauren Ritchie's column on Wednesday misstated when Superintendent Susan Moxley said she wouldn't seek a $17,500 bonus based on student performance. She made the announcement Aug. 17.

PICKLES

How to reach us: Lake County newsroom contacts

COUNTY EDITOR
JERRY FALLSTROM
jfallstrom@orlandosentinel.com

COMMUNITIES EDITOR
SAL RECCHI
srecchi@orlandosentinel.com

On April 15th, the City of Tavares adopted Ordinance 2015-08, the Interlocal Service Boundary Agreement between the City of Tavares and Lake County. Consistent with Florida Statute 171.203 (9) within 6 months of the adoption, the parties are to amend their respective Intergovernmental Coordination Elements within their Comprehensive Plan to establish consistency and compliance with the agreement. The proposed text amendment seeks to adhere to this statutory requirement and provide for a seamless transition into the management of the Interlocal Service Boundary Agreement (ISBA).

There was discussion about the nature of annexations. It was explained that residents that did not wish to annex would not be forced to do so.

Attorney Williams highlighted the benefit of the "closest unit response" provision of the agreement which enables Fire and EMT services to respond in the most efficient manner possible.

There was discussion regarding voluntary annexation by homeowners.

Ms. Wendy Paradiese Chase commended the City of Tavares Fire Department on their rapid response time.

MOTION

Mr.Stomp made a motion to recommend approval of Ordinance 2015-10. Mr. Thomas seconded the motion. The motion passed with a vote of 6-0.

2) Ordinance 2015-12 – Annexation and Rezoning – Charlie Johnsons Builders Inc.

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

The subject property is located at the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 44.38 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

Charlie Johnson Builders Inc, the owner of this property, has applied for annexation of these lands into the city and is seeking a zoning designation of RMF-2, Residential Multi-Family. Since the property is not contiguous to our present city boundary, an agreement to extend and connect to city water and wastewater utilities has also been signed by the applicant. The owner is proposing to develop a residential subdivision consisting of approximately 230 new detached homes. As per the utility agreement, all homes will be connected to city utilities. As usual for new subdivisions, the owner will be required to receive preliminary and final subdivision plat approval from City Council and must also obtain subdivision construction approval to insure compliance

with all city codes and specifications. These approvals are conditioned on the applicant obtaining all applicable permits from outside agencies including Lake County. Environmental, school and traffic impacts will be addressed through this process. The owner is concurrently seeking a Future Land Use Map amendment to Low Density Residential (5.6 dwelling units per acre).

This property is surrounded on all sides by existing residential development. A residential zoning for this property is the most compatible use. The owner has for many years desired to develop this property, but the lack of utilities and the inability to annex into the city has been an issue. Our newly adopted ISBA essentially solves these problems, allowing the city to naturally expand its boundaries and utilities in a predictable, planned fashion.

Mr. Chuck Hiott of the Booth, Ern, Straughan & Hiott, Inc. (BESH) identified himself as the engineer and representative of the applicant. He gave the board a brief summary of the history of the property explaining that the property was zoned and approved in the county but not developed because of the economy. He also addressed access to the property stating that the development would be accessed through US Highway 441 and use an interior road only for emergency access.

Several homeowners of the adjacent development expressed concerned for traffic safety as a result of the proposed development.

Homeowners also expressed concern regarding the developers rights to build multifamily units as opposed to single family homes.

The state of the environment, water quality and the number of animals and trees on the development site were also brought to the attention of the board.

Homeowners conveyed their concern that the increased intensity of the development will increase crime and lower property values as well.

Homeowners present and speaking included Sharon Rogers, Dave McFadden, Wendy Paradise Chase, Andrew Harbin, Tammy Harbin, Terry Ward, Linda Spencer, Bobbie Cooper, Jacquelin Elfors Nicholson, Elizabeth Dewilden, Michel Glenn, Paul Hodkonshs, . Mr. Harbin submitted pictures of animals identified on the site. Ms. Nicholson and Mr. and Mrs Cooper submitted letters. This items are included in the public record.

In response to the concern regarding the development of multifamily units, on behalf of the applicant, Mr. Hoitt reiterated the applicants commitment to building single family homes. He also committed to comply with all the relevant agency requirements for the purpose of developing the property to include conducting an environment assessment and traffic management.

MOTION

Mr. Stomp made a motion to recommend approval of Ordinance 2015-12. Mr. Thomas seconded the motion. There was a vote of 5-1. The motion passed.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 21, 2015

AGENDA TAB NO. 6 **ADOPTION HEARING**

SUBJECT TITLE: **Ordinance 2015-13**
Large Scale FLUM Amendment - Old 441-Charlie Johnson Builders

OBJECTIVE:

To consider a Future Land Use Map amendment from County Urban High to City Low Density Residential for 46.80 acres of property located on the south side of Old U.S. HWY 441, east of David Walker Drive.

SUMMARY:

The subject property is located on the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 46.80 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development. The City of Tavares is also concurrently amending the Intergovernmental Coordination Element of our Comprehensive Plan to adopt by reference this Interlocal Agreement.

Ordinance 2015-13 proposes a large scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan from County Urban High to City Low Density Residential.

The subject property (Parcel Alternate Key Numbers 1502659, 1502641 and 1517818) is surrounded on three sides by existing single family subdivision developments. The property is currently being used as an orange grove. An application to annex and rezone this property to a residential designation is concurrently under consideration.

Future Land Use Amendment
The city is required to place a future land use designation on annexed property. The subject property is currently designated County Urban High (4-12 DU/Acre). A City Low Density Residential designation (5.6 DU/Acre) is most compatible with surrounding property and the existing County Future Land Use.

Compatibility
Lands surrounding this property are all residential in nature.

Site Conditions
The property is currently being used as an orange grove. There have been no environmental concerns identified. The developed homes will be required to connect to city water and

wastewater utilities. All applicable environmental assessments and permitting must be in place before the subdivision construction is approved.

Impact on City Services

The subject property is located in the City's Utility Service Boundary Area. As a condition for annexation and prior to the issuance of any development permits, municipal water and sewer services must be extended to the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

FINDINGS

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

1. A Low Density Residential Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

The Department of Economic Opportunity has reviewed this amendment and they identified no comments related to important State resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted (attached).

OPTIONS:

1. That City Council moves to approve the adoption of Ordinance 2015-13, a Large Scale Comprehensive Plan Amendment.
2. That City Council moves to deny the proposed Large Scale Comprehensive Plan Amendment.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its June 18th meeting, the Planning & Zoning Board, in its capacity as the Local Planning Agency, voted unanimously to recommend that City Council moves to approve Ordinance 2015-13.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve the adoption of Ordinance 2015-13, a Large Scale Comprehensive Plan Amendment.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2015-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APRROXIMATELY 46.80 ACRES OF VACANT PROPERTIES FROM COUNTY URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the properties described in **Exhibit "A"** have voluntarily petitioned to annex into the City of Tavares, and

WHEREAS, these properties are located within the Interlocal Service Boundary Area attached as **Exhibit "B"** to this ordinance; and

WHEREAS, the City of Tavares may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the Interlocal Service Boundary Agreement executed between the City of Tavares and Lake County, and

WHEREAS, the owner of properties legally described in **Exhibit "A"** and as further detailed in the Location Map attached hereto, is requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2020 to change the designation of said properties from Lake County Urban High to City of Tavares Low Density Residential; and

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

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

WHEREAS, a Low Density Residential Future Land Use designation is compatible with surrounding future land use designations; and

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

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

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

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

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

Section 1. Future Land Use Amendment

The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares, Florida, is hereby amended to reflect a designation of Low Density on certain real properties as legally described in **Exhibit "A"** and as shown on the Location Map attached hereto. All provisions of the Comprehensive Plan shall hereby apply to said property.

Section 2. Severability and Conflicts

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

Section 3. Transmittal

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

Section 4. Effective Date

The effective date of this plan amendment, if the amendment is not timely challenged,

shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED AND ADOPTED this _____day of _____, 2015 by the City Council of the City of Tavares, Florida.

_____
Kirby Smith, Mayor
Tavares City Council

First Reading and Transmittal: _____

Second Reading & Final Adoption: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

EXHIBIT A

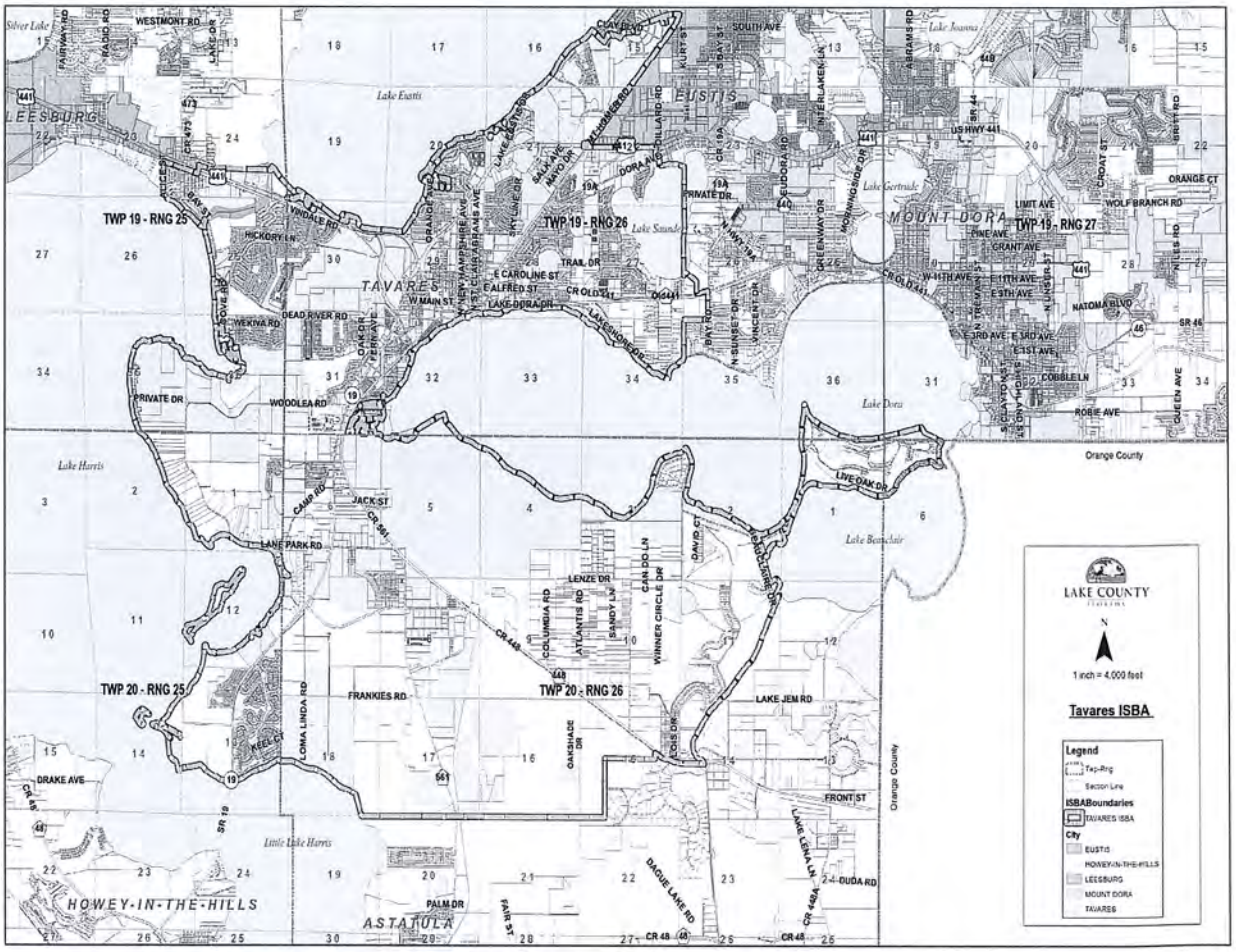
LEGAL DESCRIPTION

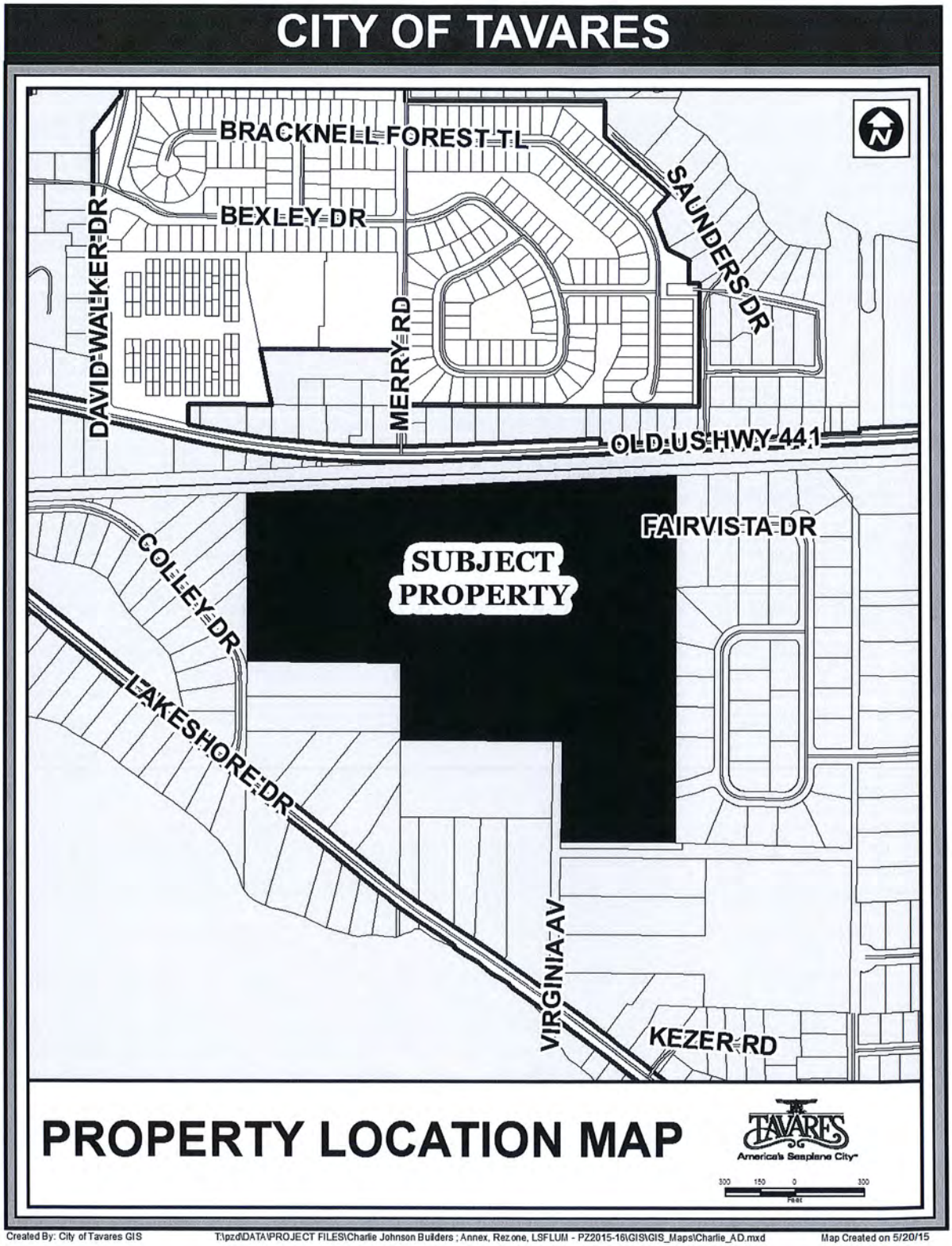
LOTS E, F, I, AND J, ACCORDING TO THE MAP OF THE VIRGINIA LAND CORPORATIONS FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 29, SAID LANDS BEING IN GOVERNMENT LOT 10 OF SECTION 27, AND GOVERNMENT LOT 3 OF SECTION 34, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA **(PARCEL A)**

AND: LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT 2 OF SECTION 34, AND GOVERNMENT LOT 11 OF SECTION 27, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7th OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7, ACCORDING TO THE PLAT OF FAIRVIEW, BEING IN GOVERNMENT LOT TWO (2) OF SECTION 34, AND GOVERNMENT LOT ELEVEN (11) OF SECTION 27, ALL IN TOWNSHIP 19 SOUTH, RANGE 26 EAST, WHICH SAID PLAT WAS FILED ON THE 7TH OF MARCH, 1923, AND RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N88°44'00"W, ALONG THE NORTH RIGHT OF WAY LINE OF PALMER STREET, A DISTANCE OF 764.75 FEET, THENCE N00°13'48"W, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, A DISTANCE OF 1579.45 FEET, TO THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE N87°20'13"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 645.74 FEET, THENCE S44°23'50"E, A DISTANCE OF 171.26 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE AVENUE, THENCE S00°13'48"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1503.98 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. **(PARCEL B)**

AND: LOT H OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN, ACCORDING TO THE MAP OF VIRGINIA LAND CORPORATION FILED 21 MARCH 1914, AND RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(PARCEL C)**

EXHIBIT B
INTERLOCAL SERVICE BOUNDARY AREA




CITY OF TAVARES
BRACKNELL FOREST TL
BEXLEY DR
DAVID WALKER DR
MERRY RD
SAUNDERS DR
OLD US HWY 441
FAIRVISTA DR
SUBJECT PROPERTY
COLLEY DR
LAKESHORE DR
VIRGINIA AV
KEZER RD
PROPERTY LOCATION MAP
TAVARES
America's Seaplane City
300 150 0 300
Feet
Created By: City of Tavares GIS
T:\pzd\DATA\PROJECT FILES\Charlie Johnson Builders ; Annex, Rezone, LSFLUM - PZ2015-16\GIS\GIS_Maps\Charlie_AD.mxd
Map Created on 5/20/15

1

CITY OF TAVARES ORDINANCE # 2015-13

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	Comercial	
CD	Commercial Downtown	25 DU/Acre
IND	Industrial	
PUB	Public Facility/Institutional	
CONS	Westlands & Conservation	

TAVARES
America's Seaplane City

FUTURE LAND USE MAP

ORDINANCE # 2015-13

Charlie Johnson Builders, Inc.

Current FLU: County Urban High
Proposed FLU: LOW

46.80 ± Acres

Legend

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

Orlando Sentinel
Publication Date: 10/05/2015
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Ad Number: 3630306-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W
Client Name:
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E002/LAK
Description: ff/ORd 15-12 &15-13

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 2015-12 & Ordinance 2015-13 titled as follows:

ORDINANCE 2015-12

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING UNDER THE TERMS AND CONDITIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY APPROXIMATELY 46.80 ACRES OF VACANT NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; REZONING THE PROPERTIES FROM COUNTY R-1 (RURAL RESIDENTIAL) AND COUNTY R-2 (ESTATE RESIDENTIAL) TO CITY RSF-2 (SINGLE FAMILY RESIDENTIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2015-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 46.80 ACRES OF VACANT PROPERTIES FROM COUNTY URBAN HIGH TO CITY LOW DENSITY RESIDENTIAL FOR NON-CONTIGUOUS PROPERTIES GENERALLY LOCATED ON THE SOUTH SIDE OF OLD US HIGHWAY 441, EAST OF DAVID WALKER ROAD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2015-12 & Ordinance 2015-13 will be considered at the following public meetings:

1. Tavares City Council meeting on October 21, 2015, at 4 p.m.
   (Second Reading – Ord. 15-12, Adoption Hearing – Ord.15-13)

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

Proposed Ordinance 2015-12 & Ordinance 2015-13 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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

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

YOUR COMMUNITY IN BRIEF

Classic cars, '50s and '60s music on tap at Vintage Venture event

By Debbie Manis
Staff Writer

Lakeridge Winery & Vineyards, 19239 U.S. Highway 27, Clermont, will have its annual Vintage Venture from 10 a.m. to 5 p.m. Saturday and 11 a.m. to 5 p.m. Sunday.

The event will feature a display of vintage cars, 1950s and '60s music, food and beverages, winery tours and wine tasting.

The Ladyz & The Boyz will entertain from 10 a.m. to 1:30 p.m. Saturday, and Johnny DeRose from 2 to 5 p.m. Sunday's performances will include Paul Lovizio and The Peanut Butter Company from 11 a.m. to 1:30 p.m. and Johnny DeRose from 2 to 5 p.m.

The car show will take place both days and is open to all cars made before 1979.

Registration is $3 in advance and $5 the day of the event. Registration is from 9 to 11 a.m. Saturday and 10 a.m. to noon Sunday. Dash plaques will be given to the first 50 entries.

Awards will be given for first, second and third place, and honorable mention will be given to the winners chosen by the audience. To download a car show application, visit lakeridgewinery.com and click on "festivals & events" and then "vendor application."

Admission is a $2 donation to benefit the South Lake Chamber of Commerce scholarship fund.

Seating is limited; patrons can bring a lawn chair or blanket. Details: 352-394-8627.

Building strong bones

The University of Florida/Lake County Extension Office will offer "Build Your Bones" osteoporosis prevention series. The three-part series will offer information on maintaining or improving bone health through nutrition, improved balance and physical activity.

Classes will meet from 10 a.m. to noon Oct. 13, 20 and 27 at the Lake County Agricultural Center, 1951 Woodlea Road in Tavares.

Participants are encouraged to attend all the sessions.

Cost is $10. To register, visit buildbone.eventbrite.com by Sunday.

For more information, call 352-343-4101, Ext. 2719 or 2721, or email julieeng@ufl.edu.

Convenience center hours

Lake County Solid Waste's residential convenience centers and the Central Landfill Facility hours of operations have changed effective today.

■ Astor, 54721 Astor Transfer Station Road, 9 a.m. to 5 p.m. Tuesday and 8 a.m. to 4 p.m. Saturday. Details: 352-759-2776.

■ Clermont, 10435 Log House Road, 9 a.m. to 5 p.m. Wednesday and 8 a.m. to 4 p.m. Saturday. Details: 352-394-5137.

■ Lady Lake, 1200 Jackson St., 9 a.m. to 5 p.m. Tuesday and 8 a.m. to 4 p.m. Saturday. Details: 352-753-2399.

■ Paisley, 25014 Rancho Lane, 9 a.m. to 5 p.m. Wednesday and 8 a.m. to 4 p.m. Saturday. Details: 352-669-3430.

Pine Lakes, 32520 W. State Road 44, DeLand, 9 a.m. to 5 p.m. Thursday and 8 a.m. to 4 p.m. Saturday. Details: 352-483-2079.

■ Central Landfill Facility including scale house, 13130 County Landfill Road, Tavares, 9 a.m. to 5 p.m. Monday, Tuesday, Thursday and Friday, and 8 a.m. to 4 p.m. Wednesday and Saturday. Details: 352-343-3776.

Lake County resident may dispose of items at the convenience centers. Household items dropped off for recycling are accepted at no charge.

Details: 352-343-3776.

For more information, visit lakecountyfl.gov/departments and go to "Public Works" and click on "Solid Waste."

Meetings

■ The Leesburg LIFE, a social-support group for widowed persons, will meet for lunch at 11:30 a.m. Thursday at the Leesburg Community Building, 109 E. Dixie Ave. Entertainment will be provided by the Honey Belles, a female barbershop quartet. Cost of the buffet-style meal is $10.

The Eustis LIFE will meet at 11:30 a.m. Oct. 21 in the faculty dining room at Lake Technical College, 2100 Kurt St., Eustis, on the north side of the building. Those attending should follow the LIFE signs. The buffet-style lunch will be prepared by members of Lake Tech's culinary arts program. Maryann Krisovitch from the Florida Lake Management Society will speak about lakes in Lake County to take family and friends. Cost is $11 for lunch.

To make a reservation or for more information, call Rick Reed at 352-787-0403 or email rreed@beyersfhc.com.

■ The Ocklawaha Chapter of the Daughters of the American Revolution will meet Saturday at St. Edward's Episcopal Church, 460 N. Grandview St., Mount Dora. Fellowship begins at 10 a.m., followed by the meeting at 10:30. Bruce and Janet Smith, who will be dressed in period costume, will speak about April 19, 1775 ride of Paul Revere and the first battles at Lexington and Concord in Massachusetts.

Details: June Perry at spooker15@aol.com or Kay Nelson at deancestor@aol.com.

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

BOAS

Continued from ***Page E1***

SHERRY BOAS/CORRESPONDENT

Fragrant pinecone ginger is beautiful and it's easy to grow, says author Sherry Boas.

Here in Central Florida, I think of pinecone ginger as one of many signs of the changing seasons. As temperatures begin to mellow, the plant's bracts respond by turning from green to red, and one to five small buttery-colored flowers appear on the bract's upper rim. With tall stalks, broad leaves and the tendency to grow in clumps, pinecone ginger provides a tropical look to the landscape. The red pinecone bracts even make long-lasting and attractive cut flowers.

I began adding pinecone gingers to our landscape too long ago to remember when we planted our first roots. What I do remember is frequently dividing our initial plantings. Because ginger grows from rhizomes, it's easy to propagate by division. A shovelful taken from the edge of a clump can be transplanted to another location without doing much more than tamping down the soil and giving it a good soak.

On our property, we have pinecone ginger growing in a variety of settings. It surrounds the base of trees in the woods and grows down the slopes of hills. Although it seems to prefer slightly shady locations, it does well in sunny spots too. It is not bothered by pests and, once established, requires no attention other than admiration for its beauty.

The only disadvantage to adding pinecone ginger to the landscape is that its beauty is fleeting. The pinecone bracts that begin to turn red in September will last only until the first

Please turn to ***Page E4***

CORRECTION

Lauren Ritchie's column on Wednesday misstated when Superintendent Susan Moxley said she wouldn't seek a $17,500 bonus based on student performance. She made the announcement Aug. 17.

PICKLES

How to reach us: Lake County newsroom contacts

COUNTY EDITOR
JERRY FALLSTROM
jfallstrom@orlandosentinel.com

COMMUNITIES EDITOR
SAL RECCHI
srecchi@orlandosentinel.com

3) Ordinance 2015-13 – Large Scale Future Land Use Map Amendment

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

The subject property is located on the south side of Old U.S. HWY 441 (Alfred Street) east of David Walker Road. It is approximately 44.38 acres in size and is presently utilized as an orange grove. The property is within the city's Interlocal Service Boundary Area as established by the newly adopted Interlocal Service Boundary Agreement with Lake County. Under this agreement, the city may annex non-contiguous properties located within the Interlocal Service Boundary Area under the terms and conditions of the agreement. As a condition of annexation, the subject property's owner/developer must enter into a concurrent water and sewer utility agreement to extend utility infrastructure to the subject property and also further provided that the City of Tavares shall not approve any development or issue a final development order in such annexed area unless central water and wastewater shall serve the development. The City of Tavares is also concurrently amending the Intergovernmental Coordination Element of our Comprehensive Plan to adopt by reference this Interlocal Agreement.

Ordinance 2015-13 proposes a large scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan from County Urban High to City Low Density Residential.

The subject property (Parcel Alternate Key Numbers 1502659, 1502641 and 1517818) is surrounded on three sides by existing single family subdivision developments. The property is currently being used as an orange grove. An application to annex and rezone this property to a residential designation is concurrently under consideration.

Future Land Use Amendment

The city is required to place a future land use designation on annexed property. The subject property is currently designated County Urban High (4-12 DU/Acre). A City Low Density Residential designation (5.6 DU/Acre) is most compatible with surrounding property and the existing County Future Land Use.

Compatibility

Lands surrounding this property are all residential in nature.

Site Conditions

The property is currently being used as an orange grove. There have been no environmental concerns identified. The developed homes will be required to connect to city water and wastewater utilities. All applicable environmental assessments and permitting must be in place before the subdivision construction is approved.

Impact on City Services

The subject property is located in the City's Utility Service Boundary Area. As a condition for annexation and prior to the issuance of any development permits, municipal water and sewer services must be extended to the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

FINDINGS

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

1. A Low Density Residential Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

In response to a question from a homeowner, Mr. Hoitt communicated that there were no current plans to sell the property to another developer.

MOTION

Mr. Steverson made a motion to recommend approval of Ordinance 2015-13. Mr. Stomp seconded the motion. The motion passed 6-0.

Mr. Santoro commended staff and the City Attorney on their efforts, specifically at the City Council meeting.

There was no further business and the meeting adjourned at approximately 4:29 p.m.

Respectfully submitted,

_____

Alisha Maraviglia, Senior Planner

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA ITEM NO. 7

SUBJECT TITLE: Approval to "piggyback" on Clay County's agreement with Musco Sports Lighting, LLC to install field lighting at the Woodlea Sports Complex

---

OBJECTIVE:

To obtain Council approval to utilize ("piggyback") Clay County Request for Proposal #13/14-8, "Various Equipment and Amenities For Parks and Playgrounds" for the installation of sports field lighting and authorize staff to enter into an agreement with Musco Lighting.

SUMMARY:

The City of Tavares desires to piggyback onto the existing Clay County agreement with Musco Sports Lighting to install baseball field sports lighting on the two new fields at Woodlea Sports Complex. At its July 15, 2015 regular meeting, the Tavares City Council voted unanimously to approve an interlocal agreement with Lake County to install field lighting at Woodlea Sports Complex consisting of a 50-50 matching funds basis. The City has entered into an agreement with the engineering firm DMC to provide construction management throughout the process.

DMC has researched lighting companies on the city's behalf and Musco Lighting was identified as one of the leading firms to provide sports field lighting to projects of our size. In addition, this bid has been utilized by many municipalities such as Deerfield Beach, St John's County, North Miami and Palm Beach Gardens. Musco provides a 10-year warranty with electronic monitoring to ensure continued performance and to identify problems as they arise.

It should also be noted that the Lake County Parks & Trails Division has installed similar lighting systems from Musco Lighting at their park facilities.

In utilizing the "piggyback" method, staff hopes to streamline the process and move forward with construction to meet the county's interlocal agreement grant deadline of March 31, 2016.

OPTIONS:

1) Approve utilizing Clay County, Florida, agreement under their RFP #13/14-8, "Various Equipment and Amenities For Parks and Playgrounds" for the installation of sports field lighting and authorize the City Administrator to enter into an agreement with Musco Lighting.
2) Do **not** approve utilizing Clay County, Florida, agreement under their RFP #13/14-8, "Various Equipment and Amenities For Parks and Playgrounds" for the installation of sports field lighting and authorize the City Administrator to enter into an agreement with Musco Lighting.

STAFF RECOMMENDATION:

Move to approve utilizing Clay County, Florida, agreement under their RFP #13/14-8, "Various Equipment and Amenities For Parks and Playgrounds" for the installation of sports field lighting and authorize the City Administrator to enter into an agreement with Musco Lighting.

FISCAL IMPACT: Project is budgeted in the FY 2016 as follows:

- $120,000 under Parks Impact Fees
- $80,000 under Infrastructure Sales Tax
- $200,000 Lake County

Presented to:

Clay County

Sports Lighting Contract
RFP # 13/14-8
"Various Equipment And Amenities For
Parks And Playgrounds"
Green Cove Springs, Florida

Light·Structure GREEN™

Submitted by:

Musco Sports Lighting, LLC
2107 Stewart Road
Muscatine, Iowa 52761

Phone: 563/262-4719
Toll Free: 800/756-1205
Fax: 800/374-6402

LSG Spec - Revision Level: 1
© 2005 Musco Lighting, LLC
This information is provided by Musco exclusively for this project.
Reproduction or distribution of the enclosed documents or information
without the written permission of Musco Lighting, LLC is prohibited.

Table of Contents:

CLAY COUNTY RFP #13/14-8
Various Equipment And Amenities
For Parks And Playgrounds
Sports Lighting Contract
Green Cove Springs, FL

A. BID FORMS

Bid Form Documents
Sub-Contractor Equipment Installers List
Warranty Information Form and Warranties
Musco Constant 25
Musco Constant 10
Musco 10/2 Year Warranty
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

B. BID PRICING

C. FORMS

W-9
Certificate of Insurance
State of FL Electrical Contractors Liciense

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

Bidder: Musco Sports Lighting, LLC

Address: 2107 Stewart Road

City, State and Zip: Muscatine, IA 52761-5934

Phone: 800-756-1205 x4738 Email: musco.contracts@musco.com

Contact Name(s): Luann Ferreira

Luann Ferreira

Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Musco Sports Lighting, LLC

Fixed Percentage Discount off MSRP: Prices as Listed

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: See attached list.

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Attach vendor/manufacturer WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

SUBCONTRACTORS

Musco Sports Lighting, LLC
100 1st Avenue West
Oskaloosa, IA 52577

M Gay Constructors
Mike Gay
11802 Industry Drive
Jacksonville, FL 32226
904-714-4001

Davco
Russ White / Mark Komar
4885 Park Ridge Boulevard
Boynton Beach, FL 33426
561-732-3434

Electrical Contracting Service
Charlie Floyd / Chuck Floyd
2375 West 77th Street
Hialeah, FL 33016
305-556-0041

Imperial Electrical Inc.
Mike Terrango
951 NW 51 Place
Ft. Lauderdale, FL 33309
954-938-0520

Himes Electric
Thomas Cook
1040 Land O Lakes Blvd.
Lutz, FL 33549
813-909-1927

Joyner Electric
Houston Joyner / Royce Lowery
4955 Swamp Fox Rd.
850-576-1125

References

Contact: Wil Smith
St. Johns County Parks
904-471-6896

St. Lucie County Sports Complex
Contact: Guy Medor
St. Lucie County Parks Manager
772-462-1527

Gwen Cherry Baseball, Miami
Contact: Manny Docurro
Calvin Giordano & Associates
Electrical Engineer
954-266-6494

Miramar Regional Park
Contact: Norman Bray, Elec. Eng.
Norman Bray & Associates
954-925-3217

University of Tampa Lacrosse
Contact: Brent Kitchner
RR Simmons
813-632-1200

Florida State University
Contact: Bernie Waxman
Tallahassee, FL 32304
850-644-4502

Musco Sports Lighting certifies each of the aforementioned sub-contractor installer(s) is an authorized installer certified to install sports lighting equipment as required.

Musco reserves the right to use other approved contractors, with the municipality's approval.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Musco Sports Lighting Equipment & Services

Is there a warranty on the equipment proposed? X Yes ____ No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

See attached warranties

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Musco Sports Lighting, LLC

Name, address and phone number of the authorized service center (s):

1) Jason Thomes; 100 Avenue West, Oskaloosa, IA 52577; 800-825-6030

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Musco Sports Lighting, LLC; 2107 Stewart Road, Muscatine, IA 52761; 800-756-1205

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X Yes ____ No

Name of Bidder: Musco Sports Lighting, LLC

Signature Lynn Ferreii

Title Vice President Phone Number 800-756-1205 ext. 4738

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 25 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 25-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____.
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.

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Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Product(s) Covered: _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Average Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25-Year Estimated Usage Hours	Maximum Hours of Coverage

©2005, 2012 Musco Sports Lighting, LLC

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us" and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

   You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure Musco will replenish spare fuses used.

   You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/ nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

5. **Contract Limitations:**

   a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

   b. Limitation of Liability: To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

   c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

   d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

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Musco Constant 10™

10-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 10 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 10-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.

©2005, 2012 Musco Sports Lighting, LLC

Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Covered Product(s): _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/10-Year Estimated Usage Hours	Maximum Hours of Coverage

©2005, 2012 Musco Sports Lighting, LLC

Musco Constant 10™

10-Year Product Assurance & Warranty Program

Terms and Conditions

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   You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

   You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. **Contract Limitations:**

   a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

   b. LIMITATION OF LIABILITY: To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

   c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first **twelve (12) months** of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

   d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

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10 Year Warranty

Equipment

Musco warrants your lighting system (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of ten years starting from the date of shipment.

Two Years Labor — Musco agrees to provide labor and materials for a period of two years to replace defective parts or repair defects in workmanship or, at its election, to pay the reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement materials will be provided at no charge. Labor costs will be the owner's expense.

Lamps

Lamps are warranted not to fail for two years from the date of shipment. Lamps which fail during the first year of the warranty period will be replaced and installed at no cost to the owner.

Lamps which fail during the second year of the warranty period will be replaced by the manufacturer, but installation will be the owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

Alignment

Musco warrants accurate alignment of the luminaires on the luminaire assembly for a period of ten years starting from the date of shipment.

Limitations

The following are not covered by this warranty:

- Fuses
- Weather condition events such as lightning or hail damage
- Improper installation, vandalism or abuse
- Unauthorized repairs or alterations

Repair and/or replacement are the complete warranty and constitute the exclusive remedy.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

(1) The prospective Vendor, Musco Sports Lighting, LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Musco Sports Lighting, LLC

By: Luann Ferreira
Signature

Luann Ferreira, Vice President
Name and Title

2107 Stewart Road
Street Address

Muscatine, IA 52761
City, State, Zip

12-31-2013
Date

Clay County

Sports Lighting Bid Sheet

Manufacturer: Musco Sports Lighting, LLC.

Address: 2107 Stewart Road

City, State, Zip Code: Muscatine, IA 52761

Contacts:
Danny Sheldon
Phone #: 352/665-0578
Email: danny.sheldon@musco,com
Fax #: 800/374-6402

Bob DeCouto
Phone#: 352/243-9999
Email: bob.decouto@musco.com
Fax #: 800/374-6402

Jason Frucht
Phone #: 954/732-5674
Email: jason.frucht@musco.com
Fax #: 800/374-6402

Fed. ID #: 42-1511754

Delivery: 4-6 weeks F.O.B. Destination

MUSCO LIGHTING PRICING - All prices are delivered to the job site – Terms: Net 30 days upon delivery For installed packages, 25% down payment is requested.

BASE BID LIGHTING EQUIPMENT DESCRIPTION

LIGHT-STRUCTURE GREEN™ SYSTEM (LSG)
Equipment Pricing includes: Precast Concrete Bases, Galvanized Steel Poles, Fixtures, Pole Top Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (LSG)* 25-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

All warranty and maintenance agreements on all facilities except tennis/roller hockey are based upon 600 hours or less on annual usage. The tennis, roller hockey, skate park and outdoor basketball courts warranty and maintenance agreement is based upon 1000 hours or less of annual usage. If annual usage exceeds the hours noted above, an extension of the warranty/maintenance agreement will be negotiated with the manufacturer on a project by project basis.

SPORTSCLUSTER GREEN™ SYSTEM (SCG)
Equipment Pricing includes: Fixtures, Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (SCG)* 10-Year Warranty: Manufacturer shall supply a signed warranty providing all materials and labor to maintain operation of your lighting system to original design covering the entire system for 10 years from the date of shipment, or until maximum hours of coverage have accumulated, whichever comes first. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. The Constant 10 Warranty is contingent upon site review for compatibility with Musco's lighting system.

LIGHT-PAK SYSTEM™
Equipment Pricing includes: Luminaire Assemblies, Electrical Component Enclosures.

WARRANTY AND GUARANTEE (LIGHT-PAK) 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

Section I - Musco Lighting Price List
Note: For field sizes and pole locations not covered below, use fixture and pole adjustments found in Adders section of the bid page. Manufacturer shall provide design for actual field, plus the design of the field that most closely relates to actual field, for comparative purposes.

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence. Pricing and pole sizing for tennis courts are also applicable to roller hockey and skate parks.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
2 Ct	50 fc	$48,500	$32,200
3 Ct	50 fc	$62,700	$42,600
4 Ct	50 fc	$83,300	$53,300

Outdoor Basketball – Standard pole locations are 15' outside the fence on the center line

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
1 Ct	40 fc	$27,000	$20,200
2 Ct	40 fc	$35,700	$25,600

Light-Pak

Fixtures	Light-Pak Price
8	$8,700
12	$11,300

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + Basepath)/2x0.5) and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
300'	50/30 fc	$134,300	$93,500
300'	70/50 fc	$201,000	$146,200
350'	50/30 fc	$156,700	$94,900
350'	70/50 fc	$251,200	$152,100
330'/400'/330'	50/30 fc	$173,000	$114,500
330'/400'/330'	70/50 fc	$297,500	$185,200
320'/360'/320'	50/30 fc	$163,500	$105,900
320'/360'/320'	70/50 fc	$253,100	$167,900

Softball/T-Ball (60' Base path) - Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + Basepath)/2x0.5) and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
150'	30 fc	$51,300	$34,900
175'	50/30 fc	$61,400	$42,300
185'	50/30 fc	$65,400	$46,400
200'	50/30 fc	$68,300	$48,400
200'	70/50 fc	$115,600	$78,000
225'	50/30 fc	$87,800	$57,000
225'	70/50 fc	$106,400	$74,600
250'	50/30 fc	$93,400	$61,700
250'	70/50 fc	$141,000	$100,100
275'	50/30 fc	$106,200	$70,600
275'	70/50 fc	$160,400	$117,800
300'	50/30 fc	$117,700	$82,000
300'	70/50 fc	$182,700	$127,300
320'	50/30 fc	$135,100	$90,900
320	70/50 fc	$198,100	$143,500

Soccer – Standard pole locations for a 4-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the center line, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28) from the center line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
330'x160'	30 fc	30'	$78,600	$57,700
330'x160'	50 fc		$124,600	$97,900
330'x180'	30 fc	30'	$96,400	$67,300
330'x180'	50 fc		$132,200	$102,500
330'x210'	30 fc	30'	$99,800	$70,700
330'x210'	50 fc		$140,300	$105,800
330'x225'	30 fc	30'	$105,800	$75,600
330'x225'	50 fc		$152,700	$114,100
360'x160'	30 fc	30'	$93,800	$65,900
360'x160'	50 fc		$140,300	$105,800
360'x180'	30 fc	30'	$93,800	$65,900
360'x180'	50 fc		$140,300	$105,800
360'x210'	30 fc	30'	$105,800	$75,600
360'x210'	50 fc		$152,700	$114,100
360'x225'	30 fc	30'	$112,300	$82,300
360'x225'	50 fc		$162,200	$123,800
360'x240"	30 fc	30'	$112,300	$82,300
360'x240'	50 fc		$172,300	$128,600

Football – Standard pole locations are located at the 15 yard line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
No track	30 fc	60'	$104,300	$75,000
No track	50 fc		$150,500	$112,800
No track	100 fc		$299,300	$218,800
No track	30 fc	80'	$117,000	$85,700
No track	50 fc		$185,900	$131,800
No track	100 fc		$312,300	$235,700
No track	30 fc	100'	$133,900	$95,400
No track	50 fc		$194,200	$142,700
No track	100 fc		$378,300	$255,000
No track	30 fc	120'	$169,900	$114,300
No track	50 fc		$251,900	$173,300
No track	100 fc		$464,200	$296,500

Section II – Adders/Deducts

A. The above pricing is based upon 130 ULT wind zone. For each 10 mph increase in wind zone, the equipment price will increase by 5%.

B. Florida Building Code, 2010 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.

C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

D. Purchase of additional lighting for security, special areas, or replacing lights on existing poles and non-standard field sizes or pole locations. $ 3,000 per fixture

E. Control Link Retrofit Adder $7,500 per unit

F. Additional Control Link Unit necessary due to additional electrical services $5,000 per unit

G. Osprey Nest Platforms $3,000 each

H. Adder for additional spill and glare control $3,500 per pole

Section III – Labor Costs

A. Pole Installation (price per pole)

Pole Height	LSG 130 ULT 2010 Price
40'	$3,600
50'	$3,700
60'	$4,000
70'	$4,600
80'	$5,600
90'	$6,500
100'	$8,300
110'	$13,500

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph ULT wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there may be a 5% increase in the cost of installation for each 10 mph increase in wind zone.

C. Removal of Existing Concrete Poles $4,000 per pole

D. Removal of Existing Wooden Poles $1,500 per pole

E. Installation of Fixtures on Existing Poles $5,200 per pole

F. Installation of Control Link Retrofit $1,800 per unit

Section IV – Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1) $11,000 each
Option B – 400 Amp Service (Section IV, A, 1) $18,500 each
Option C – 600 Amp Service(Section IV, A, 1) $22,500 each
Option D – 800 Amp Service(Section IV, A, 1) $25,000 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors
   a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet $ 90 each
   b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet $100 each

2. Wiring from Contactors to Poles

a.	2 ½" PVC with (4) 3/0	$ 35 per foot
b.	4" PVC with (4) 500mcm	$ 65 per foot
c.	(2) 4" PVC with (4) 300mcm	$ 85 per foot
d.	2" PVC with (4) #1 THWN conductors	$ 25 per foot

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a.	10	$4,700.00	$5.00 per foot
b.	8	$5,200.00	$7.50 per foot
c.	6	$5,400.00	$10.00 per foot

4. Pull Boxes

a.	Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	$ 500 each
b.	Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	$ 110 each

C. Installation of Contactor Cabinets

a.	48" Cabinet	$5,000 each
b.	72" Cabinet	$7,500 each

D. Lightning Protection

1.	Surge Arrestor – protection at remote electrical enclosure	$ 1,050 each
2.	Surge Arrestor – protection on line side of panel	$ 8,600 each

E. Pole Grounding

1.	Provide and install ground rods for poles 70' and below	$750 per pole
2.	Provide and install ground rods for poles 80' and above	$1,250 per pole

Section V – Engineered Plans

A. Electrical Engineering Drawings, sealed by P.E.

1.	Adder for 200 amp service	$ 5,750 each
2.	Adder for 400 amp service	$ 8,625 each
3.	Adder for 600 amp service	$13,800 each
4.	Adder for 800 amp service	$23,000 each

B. Structural Engineering Drawings, sealed by P.E.

1.	Foundation and pole plans based on assumed soils	$1,150 per project
2.	Foundation and pole plans based on geotech report	$2,875 per project

C.	Geotech report	$8,625 per project
D.	Bonding (over $200,000)	$1,785 per $100,000
E.	Site survey	$2,875 per project
F.	Project management	$5,750 per project

Section VI - Yearly Adjustments

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.

B. During the term of this contract, NEW products with IMPROVED technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.

C. During the term of this contract if the state of Florida Building Codes/Wind speeds change, Musco reserves the right to adjust pricing accordingly.

I. SPORTS LIGHTING – LIGHT-STRUCTURE GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the fields should be proactively monitored to detect fixture outages over a twenty-five (25) year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.

2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.

3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of twenty-five (25) years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

1. Energy Consumption: The kWh consumption for the field lighting system shall be calculated by the following criteria:
luminaries x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.

2. Complete Lamp Replacement: Manufacturer shall include the appropriate number of group lamp replacements to be completed at end of each 5,000 hours of operation. For the purpose of the bid, it is assumed that the field(s) will be operated 600 hours per year or 10,000 hours during a 25 year period. Manufacturer shall warrant the system to meet designed light levels upon completion of these relamps.

3. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years on the system from the date of equipment delivery. Lamp outages shall be repaired when they materially impact the usage of any field. Owner agrees to check fuses and maintain as necessary in the event of a fixture outage prior to calling the manufacturer.

4. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).

5. Remote Lighting Control System: System shall include lighting contactors. System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

   The owner may assign various security levels using a user code and password to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone or extend the field usage.

   On site equipment shall include Manual Off-On-Auto Switches to allow for maintenance, and shall accept and store 7-day schedules. The controller shall be protected against power outages / memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.

6. Management Tools: Manufacturer shall make available a web-based database of actual field usage and provide reports by facility and user group.

7. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

II. SPORTS LIGHTING - SPORTSCLUSTER GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.

2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.

3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of ten (10) years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

1. Energy Consumption: The average kWh consumption shall be calculated by the following criteria: # luminaries x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.

III. LIGHTING SYSTEM CONSTRUCTION

A. SYSTEM DESCRIPTION

Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly (LSG Only
   Enhanced corrosion protection package:
   a. Exposed carbon steel horizontal surfaces on the cross arm assembly shall be galvanized to a five (5) mil minimum average thickness.
   b. Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
   c. Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
2. Pre-stressed concrete base embedded in concrete backfill (LSG Only)
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble free installation.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided. (Standard LSG/Optional SCG)

B. MANUFACTURING REQUIREMENTS

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. DURABILITY

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

D. LIGHTNING PROTECTION

LSG: Integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

SCG: or if grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

E. SAFETY

All system components shall be UL Listed for the appropriate application.

F. ELECTRIC POWER REQUIREMENTS FOR SPORTS LIGHTING EQUIPMENT

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of rated voltage.

1. Voltage/Phase to be determined for each specific site.

IV. DELIVERY TIMING

The equipment must be on site 4-6 weeks from the receipt of approved submittals and receipt of complete order information.

V. STRUCTURAL PARAMETERS

A. BUILDING CODE

The base bid of the lighting system must comply with Florida Building Code Edition 2010, 130 mph ULT.

B. STRUCTURAL DESIGN

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. SOIL CONDITIONS

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2010 FBC, Table 1804.2.

D. FOUNDATION DRAWINGS

Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted within 14 days of purchase.

VI. FIELD QUALITY CONTROL

A. ILLUMINATION MEASUREMENTS

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

VII. POLE CONSTRUCTION, POLE REMOVAL, AND RELIGHT

A. POLE INSTALLATION

Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electrical enclosure to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. REMOVAL OF EXISTING POLES OR STRUCTURES

Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Poles will be cut at base – foundations will not be removed but cut and jack-hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. INSTALLATION OF FIXTURES ON EXISTING POLES

Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. OWNER AND BIDDER RESPONSIBILITIES

1. Owner's Responsibilities:

   a. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
   b. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
   c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
   d. Removal, replacement, and repair of all fencing necessary for construction.
   e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
   f. Provide area on site for disposal of spoils from foundation excavation.
   g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not be responsible for repairs to unmarked utilities.
   h. Pay for any power company fees and requirements. **(If necessary).**
   i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
   j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
   k. Pay for any and all permitting fees.

2. Bidder's Responsibilities:

   a. Provide required poles, fixtures, foundations, and associated designs.
   b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
   c. Provide layout of pole locations and aiming diagram.
   d. Provide light test upon completion of works once owner supplied electrical system is energized.
   e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
   f. Provide bonding per State of Florida requirements.
   g. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
   h. Provide storage containers for material, including ballast enclosures.
   i. Provide adequate trash container for cardboard waste and packing debris.
   j. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
   k. Obtain any and all required permits. Costs to be paid by Owner.
   l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.

m. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
n. Remove augured spoils to owner-designated location at jobsite.
o. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
p. Provide equipment and materials to assemble and erect Light Structure System Poles.

VIII. ELECTRICAL SUPPLY LABOR/EQUIPMENT

A. ELECTRICAL SERVICES

All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at a burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options:

1. Option A
   a. 200 amp three phase meter can
   b. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers.
   c. Service feeders. (4) 3/0 conductors in a 2 ½" raceway. 150'
   d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
   e. Pull necessary permits

2. Option B
   a. 400 amp three phase meter can
   b. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers.
   c. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
   d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
   e. Pull necessary permits.

3. Option C
   a. 600 amp three phase meter can
   b. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers.
   c. Service feeders. (2) 4" raceways with (4) 300 mcm conductors in a 4" raceway. 150'
   d. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
   e. Pull necessary permits.

4. Option D
   a. 800 amp three phase CT enclosure
   b. 800 amp three phase CT meter can
   c. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers.
   d. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
   e. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
   g. Grounding per NEC and local building codes.
   f. Pull necessary permits.

B. CONDUIT, PULL BOXES AND CONDUCTORS

Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in pvc schedule 40 pipe at a burial depth of 36" with twin conductors.

C. LIGHTNING PROTECTION

Surge Arrestors: UL labeled and rated for 277/480V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote ballast enclosure and/or on line side of main electrical panel.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 8

SUBJECT TITLE: Easement and Drainage Agreement with Gene Smith, Trustee for the Alfred Street Stormwater

OBJECTIVE:

To consider the approval of an Easement and Drainage Agreement with Gene Smith regarding stormwater improvements through Tranquil Park.

SUMMARY:

The public storm water drainage pipes that run through Tranquil Park have failed causing small sinkhole type depressions. The line needs to be "slip lined" at an estimated cost of $78,357. Stormwater from the County road old 441 – Alfred Street, City property and tranquil park are conveyed through this public stormwater line in approximately the following percentages: County at 64%, City at 32% and Tranquil Park at 4%.

The County and the City have come to an agreement with regard to how the stormwater improvements to Alfred Street will be made and paid for, and how the re-paving of Alfred Street from Disston to Dora will be paid for and maintained. This agreement was previously approved at the last Council meeting by the City Council.

In addition to this agreement, City has negotiated an agreement with Tranquil Park owners (Gene Smith, Trustee) to have them pay their approximate 4% share of the proposed slip lined pipe in the amount of $3,338.02 (see attached agreement). In addition to this agreement a sub-surface easement with "reasonable" above surface access is being developed in favor of the city to maintain the new slipped line pipe.

OPTIONS:

1) Move to approve the Agreement and Sub Surface Easement with Gene Smith Trustee.
2) Do not approve the Agreement or easement.

STAFF RECOMMENDATION:

Move to approve the Agreement and Sub Surface Easement with Gene Smith Trustee

FISCAL IMPACT:

Estimated cost to slip line the public Stormwater line is $78,357. County to pay city $46,742 towards the stormwater pipe leaving $31,615. Tranquil Park to pay $3,338 towards the pipe leaving $28,277 to be paid for out of Stormwater maintenance fund.

LEGAL SUFFICIENCY:

The agreement and easement has been reviewed by the City Attorney for legal sufficiency.

EASEMENT AND DRAINAGE IMPROVEMENT AGREEMENT

THIS EASEMENT AND DRAINAGE IMPROVEMENT is made this ___day of _____, 2015, between the City of Tavares, Florida (hereinafter referred to as "City"), and Gene Smith, Trustee, (hereinafter referred to as "Smith").

RECITALS

A. The City is a Florida municipal corporation in Lake County, Florida, and owns and maintains various municipal roads and stormwater drainage pipes and facilities within the City. The City is in the process of taking over for maintenance from Lake County that part of Old 441/Alfred Street running between Disston Avenue on the West and Dora Drive on the East, which will include taking over the drainage system associated with that road.

B. Smith is the owner of the following described real property (the "Property"), which is located at _____ E. Alfred Street, Tavares, Florida:

[insert legal description of all Smith parcels]

C. The Property is presently used as a mobile home rental park. There is an historic FDOT subsurface drainage pipe runs through the Property from the south right-of-way on Alfred Street southerly to Lake Dora. The drainage pipe was installed without a formal easement. The drainage pipe is failing and needs to be repaired.

D. The City commissioned a stormwater drainage study of the area surrounding the Property from Don Griffey, P.E., dated July, 2015, which study concluded that Lake County (by virtue of its ownership/maintenance of Alfred Street), the City, and Smith all

contribute to stormwater flow through the stormwater pipe. The study determined the following percentage of flow through the pipe, as follows:

- Lake County – 63.66%
- Tavares – 32.08%
- Smith – 4.26%

E. The City is undertaking a stormwater improvement project to "slip-line" the historic pipe at a cost of $78,357.25. Lake County has contributed its pro-rata share for the cost of this repair, Tavares has committed its pro-rata share for the cost of this repair, and Smith is willing to pay his pro-rata share for the cost of this repair. Smith is also willing to grant the City a formal easement for the stormwater pipe running through the Property.

THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.

2. This agreement shall be binding on the Property described in paragraph B, above, and shall run with the land and be binding up future owners of the Property.

3. The City of Tavares agrees to design, engineer, permit and construct stormwater improvements to the existing pipe running from north to south through the Property to Lake Dora. The stormwater pipe improvements shall include slip-lining the

existing pipe and making such other improvements as are necessary to the pipe and related facilities, at the City's option.

4. Smith agrees to pay to the City the sum of $3,338.02, representing his pro-rata share of the total cost of making the stormwater pipe improvement. Smith shall pay that amount to the City within thirty (30) days after the completion of the stormwater pipe project.

5. Smith further agrees to grant the City an easement over, across and upon the Property for the existing stormwater pipe, said easement to be in the form attached hereto as Exhibit "A." The City acknowledges that the Property has existing mobile homes that are presently located within the easement, on top of the historic stormwater pipe, and the City agrees that those mobile homes may remain in their current locations, notwithstanding the granting of the easement by Smith.

6. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto, and supersedes all prior agreements, representations and understandings, either oral, written, or otherwise relating thereto.

7. In the event either party is required to retain an attorney to enforce the terms and conditions of this Agreement, whether or not suit is filed, the prevailing party shall be entitled to recover from the non-prevailing party its costs and attorneys fees related to the enforcement of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2015.

WITNESSES:

_____

_____

_____
Gene Smith, Trustee

CITY OF TAVARES, FLORIDA

By:_____
Kirby Smith, Mayor

ATTEST:

_____
Nancy A. Barnett, City Clerk

Prepared by/Return to:
Robert Q. Williams
380 W. Alfred Street
Tavares, Florida 32778

SUBSURFACE DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned in consideration of the sum of One Dollar and other valuable considerations the receipt of which is hereby acknowledged, grants and conveys to the City of Tavares, in Lake County, Florida, its successors and assignees, the right, privilege and easement to construct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, subsurface drainage facilities as may be necessary or desirable, upon and across the following described land in Lake County, Florida, to-wit:

A 20.00 FOOT WIDE EASEMENT FOR DRAINAGE LYING 10.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE EXISTING FORMER FDOT DRAINAGE LINE RUNNING FROM THE SOUTH RIGHT-OF-WAY OF OLD 441/ALFRED STREET, SOUTHERLY TO LAKE DORA, ACROSS THE FOLLOWING DESRIBED PROPERTY:

See Attached Exhibit "A"

The easement area has an existing, historical stormwater pipe running through it underground that was placed without a formal easement. Since the pipe was originally laid, the Grantor's predecessors have placed several mobile homes and structures within the easement area over the pipe. The Grantee intends to improve the existing pipe by cleaning it and slip-lining, which is not anticipated to require excavation. In the event that the current repairs or any future repairs to the pipe require digging or excavation to uncover the pipe, the Grantee shall use its best efforts to work around the existing mobile homes and structures on the easement in a way to avoid damaging them, and shall promptly repair any such damages. The Grantee have the obligation to repair and maintain the underground drainage facilities, and shall have the reasonable right to enter upon said easement land at all times for such purposes.

The Grantor covenants that he has the right to convey said easement and that Grantee, its successors and assignees shall have quiet and peaceable possession, use and enjoyment of said easements.

IN WITNESS WHEREOF, the Grantor has hereunto fixed her hand and seal this _____ day of _____, 2015

WITNESSES:

_____
Printed Name:

_____
Printed Name:

GRANTOR:

_____
Gene Smith,
Trustee

_____
Tavares, Florida 32778

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Gene Smith, Trustee,[ ] who is personally known to me or [ ] who has produced _____ as identification.

_____
Notary Signature

_____
Printed Notary Signature

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 9

SUBJECT TITLE: Voluntary Parking Restrictions on Main Street.

OBJECTIVE:

To consider a voluntary parking restriction program on Main Street.

SUMMARY:

At the previous Council meetings, Council Members have relayed that they have been approached by a main street business to limit parking to two hours particularly on days that the County Commission has a meeting. It has been determined that without parking meters being installed, such a limitation would be unenforceable.

An option provided to Council for its consideration is the establishment of a voluntary parking restriction program as follows:

Businesses on Main Street would be permitted to place a "sandwich board sign" in front of their business adjacent to parking spots Monday through Friday on the sidewalk that state the following:

"Support your Main Street Small businesses and limit your parking in this area to two hours".

This would strictly be voluntary and unenforceable, more of a courtesy and informational gesture. Businesses would be reminded that some people "live" above buildings on Main Street and some people are physically disabled and thus could be parked beyond the two hour suggestion. Thus, this would be aimed at others who may be attending a County Commission meeting or extended mediation proceeding at a law office.

OPTIONS:

1) Move to authorize the City Staff to implement and administer the program.
2) Do not approve the implementation of such a program.

STAFF RECOMMENDATION:

Move to approve the implementation and administration of a volunteer parking restriction program on main street Monday Through Friday from 8:00am to 5:00pm.

FISCAL IMPACT:

None for the City other than staff time to administer and those businesses owners who take advantage of the program would be responsible for purchasing their own sandwich boards.

LEGAL SUFFICIENCY: YES

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 10

SUBJECT TITLE: Continued Discussion OF City Flag

OBJECTIVE:

To continue the discussion on the City Flag.

SUMMARY:

Previously the City Council selected a city flag which encompasses the logo, name of the city and words "America's Seaplane City. Subsequent to this, a discussion was held regarding the substantial cost to reproduce the flag which is driven by the fact the flag has words on it thus requires a two sided flag with a third piece of fabric in-between to eliminate bleed through. The triple fabric flag is costly and heavy which affects its flying performance. This discussion led to the viewing of a video on "City Flag Design" – Do's and don'ts. The TED Talks video can be found at https://youtu.be/pnv5iKB2hl4.

The take-a-ways from the video were among other things:

1. Only two or three colors
2. No words on the flag

Attached is an example of what the flag could look like if the words were removed and it was blue in color. This rendering would only require one piece of fabric.

OPTIONS:

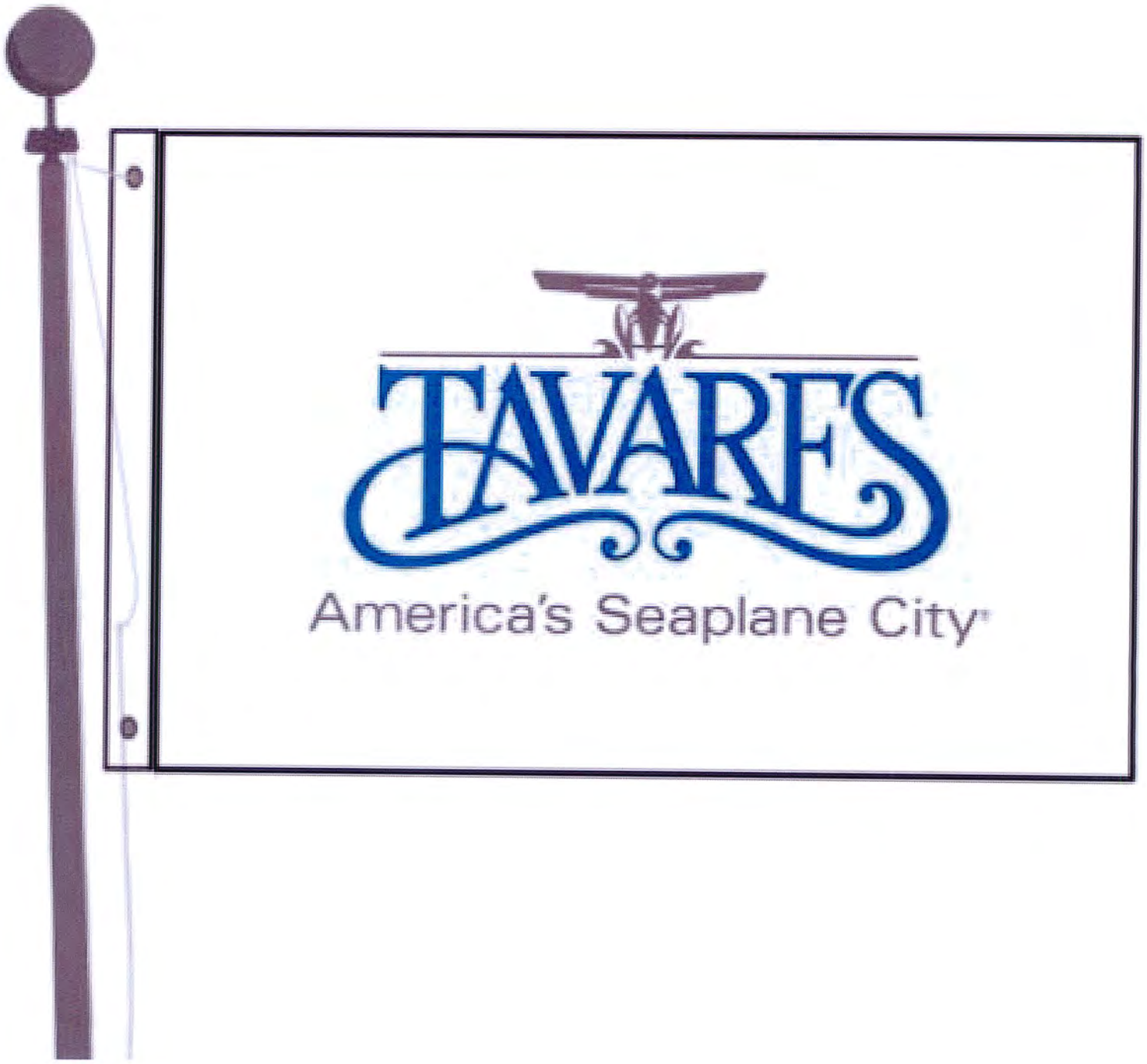
1) Discuss the City Flag
2) Do not discuss the city flag.

STAFF RECOMMENDATION:

Discuss the city flag.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY: YES


TAVARES
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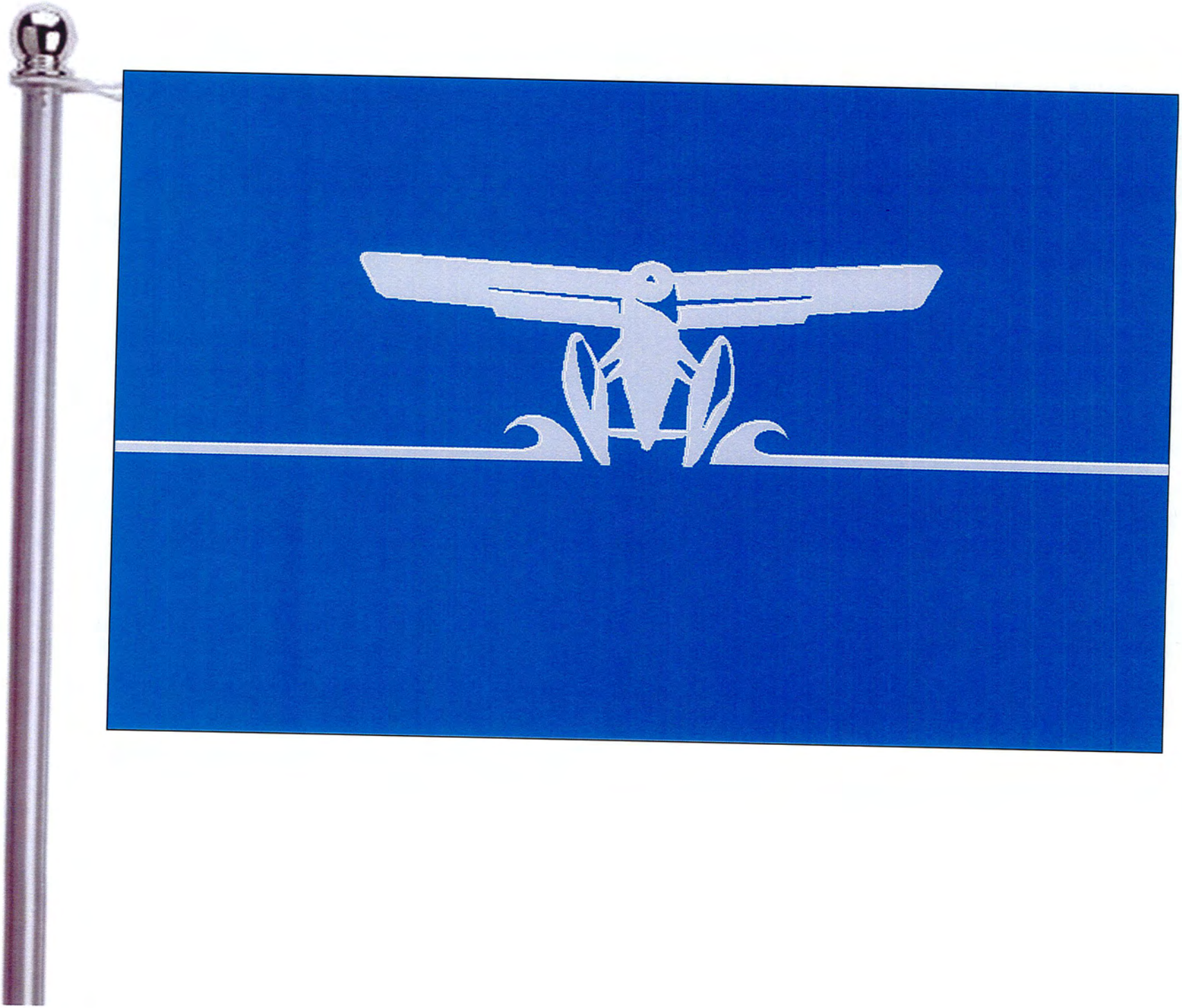

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AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 11
SUBJECT TITLE: City Administrator Report

OBJECTIVE: To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- Regular City Council Meeting – November 18, 2015 – 4:00 pm.
- Planning & Zoning Board – October 22, 2015 – City Council Chambers – 3:00 p.m. – Cancelled
- Code Enforcement Meeting – October 27, 2015 – 5:00 p.m.
- Lake Sumter MPO – October 28, 2015 – 2 p.m. MPO Board Room, Leesburg
- Library Board – November 18, 2015 - Library Conference Room – 2:00 p.m.
- Lake County League of Cities Luncheon Meeting – November 13, 2015 – 12:00

EVENTS

- October 22, 2015 - Pavilion on the Lake Open House – 4:00 – 8:00 p.m.
- October 24, 2015 – Monster Splash Seaplane Fly-In
- October 30, 2015 – Un-BOO-Lievable Family Fall Festival
- October 31 – November 1, 2015 – HydroDrags World Championships
- Z- Fest 2015 – November 7, 2015 – 9:00 a.m. – Wooton Park
- November 3, 2015 – City Election
- November 7, 2015 – Love Our Lakes Clean-Up – Wooton Park 8:30 a.m. to 12:00 p.m.
- November 12, 2015 – Taste of Tavares – Tavares Pavilion on the Lake – 6:00 p.m.
- November 13-15 – CRA Fall Thunder Regatta
- Christmas Parade & Celebration – December 5, 2015

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AGENDA SUMMARY
TAVARES CITY COUNCIL
October 21, 2015

AGENDA TAB NO. 12

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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