America's Seaplane City™

AGENDA
TAVARES CITY COUNCIL

June 15, 2016
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

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

I. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Rick Fountain, First Baptist Church of Tavares

II. CALL TO ORDER — **Mayor Wolfe**

III. APPROVAL OF AGENDA — **Mayor Wolfe**

IV. APPROVAL OF MINUTES

Tab 1) Approval of Minutes for Regular City Council Meeting June 1, 2016 — **Mayor Wolfe**

V.PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation by Lake County Transit Division — **Nancy Barnett**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD — **Nancy Barnett**

VIII. CONSENT AGENDA

Tab 3) Approval of Easement Across Sinclair Street with Central Florida Railroad for Construction of Tav Lee Trail — **Bob Tweedie**

Tab 4) Approval of Easements with Duke Energy for Ruby Street Stormwater Project	**Brad Hayes**
Tab 5) Use of Forfeiture Funds to Purchase Cameras and Related Equipment	**Stoney Lubins**
Tab 6) Approval to Demo Quonset Building at Site of Future Public Safety Complex	**Richard Keith**

IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING
(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

First Reading - None

Second Reading

Tab 7) Ordinance #2016-13 – Annexation & Rezoning – Northwest Corner of SR 19 & Slim Haywood	**Jacques Skutt**
Tab 8) Ordinance #2016-14 – Small Scale Future Land Use Amendment to Commercial – Northwest Corner of SR 19 & Slim Haywood	**Jacques Skutt**
Tab 9) Ordinance #2016-15 – Annexation & Rezoning – North side of Slim Haywood	**Jacques Skutt**
Tab 10) Ordinance #2016-16 – Small Scale Future Land Use Amendment to Commercial – North side of Slim Haywood	**Jacques Skutt**
Tab 11) Ordinance #2016-17 – Annexation & Rezoning – Orange Groves north of City Water Plant	**Jacques Skutt**
Tab 12) Ordinance #2016-19 – Annexation & Rezoning – Southwest intersection of SR 19 & Camp Road	**Jacques Skutt**
Tab 13) Ordinance #2016-21 – Rezone to PD – SW corner of Dora Ave & South Mt. Homer	**Jacques Skutt**
Tab 14) Ordinance #2016-22 – Small Scale Future Land Use Amendment to Medium Density Residential – SW corner of Dora Ave & South Mt. Homer	**Jacques Skutt**

TRANSMITTAL HEARING

Tab 15) Ordinance #2016-18 – Large Scale Future Land Use Amendment to Mixed Use Neighborhood – Orange Groves North of City Water Plant — **Jacques Skutt**

Tab 16) Ordinance #2016-20 – Large Scale Future Land Use Amendment to Commercial – Southwest Intersection Of SR 19 & Camp Road — **Jacques Skutt**

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 17) City Administrator Pay Adjustment Discussion — **Mayor Wolfe**

Tab 18) Discussion on Mayor's Youth Council — **John Drury**

Tab 19) Discussion on TV Broadcasting — **John Drury**

XI. BUDGET WORKSHOP

Tab 20) Presentation of the FY 2016-2017 General Fund Budget — **John Drury**

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 21) City Administrator — **John Drury**

Tab 22) Council Reports — **City Councilmembers**

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

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

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TAVARES

America's Seaplane City™

TAVARES CITY COUNCIL
MINUTES

June 1, 2016
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

COUNCILMEMBERS PRESENT **ABSENT**

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

STAFF PRESENT

Lori Houghton, Acting City Administrator
Robert Q. Williams, City Attorney
Nancy A. Barnett, City Clerk
Lori Houghton, Finance Director
Lori Tucker, Human Resources Director
Richard Keith, Fire Department
Jacques Skutt, Director of Community Development
Stoney Lubins, Police Chief
Brad Hayes, Director of Utilities
Chris Thompson, Director of Public Works

I. INVOCATION

Eric Filkin, Pastor, Bridges Covenant Church, gave the invocation and led those present in the Pledge of Allegiance.

II. CALL TO ORDER **Mayor Wolfe**

III. APPROVAL OF AGENDA **Mayor Wolfe**

Mayor Wolfe asked if staff had any changes to the agenda. Ms. Houghton said that the Lake County Transit presentation would be rescheduled for the next Council Meeting.

Mayor Wolfe advised those present to complete the form if they wished to speak on an item on the agenda and bring to City Clerk.

Mayor Wolfe asked if staff had any changes. Ms. Houghton responded that there are two changes: The first is that Lake County Transit Division have asked to have their presentation rescheduled and the Chamber of Commerce Interim Director has asked to give an update.

MOTION

Kirby Smith moved to approve the agenda with the said changes and placing the Chamber as Tab 3A, seconded by Lori Pfister. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

Tab 1) Approval of Minutes for April 20, 2016 Regular Council Meeting; May 4, 2016 and May 18, 2016

MOTION

Kirby Smith moved to approve the minutes of April 20, May 4th and May 18th 2016 as submitted, seconded by Bob Grenier. The motion carried unanimously 5-0.

V.PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation by Alexander Netwal

Vice Mayor Pfister stated that she would contact Mr. Netwal regarding rescheduling his presentation.

Tab 3) Presentation by Lake County Transit – to be rescheduled

Tab 3A) Update by Interim Executive Director – Tavares Chamber of Commerce

Mr. J. Scott Berry gave the following update:

- He will be attending the Florida Chamber Foundation, "Learners to Earners" Education Summit in Orlando in conjunction with an awards presentation by the Florida Commissioner of Education. The Commissioner will be presenting the Business Partnership of the Year to Tavares for the Lake County District. He will represent the City in receiving the award.
- Three monthly activities in June: Networking lunch June 14th at Puddle Jumpers; Business After Hours June 21st at Caldwell Banker/Camelot Realty; and the monthly business luncheon will be June 22nd at the Civic Center.
- He has started a weekly email every Friday that is called "What's Going on in Tavares" which lists all of the Chamber activities and includes the City events.
- The Chamber runs the Kids Zone at July 4th Event (Bounce House, etc.) and has been selling tickets at $10.00. This year he has obtained enough sponsorships to make it free to children.
- The monthly Chamber business meeting is tomorrow at 8:00 a.m. and they welcome anyone who wishes to attend and speak to the Board.

Councilmember Smith asked about the Saturday openings. Mr. Berry said the openings are going well; some Saturdays if there is not an event the traffic is fairly low. He said within the next few months they hope to hire a staff person to work the Saturdays and in the meantime would welcome volunteers.

Mayor Wolfe expressed his appreciation to Mr. Berry for being willing to attend the event in Orlando on behalf of the city.

SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX-PARTE CONTACTS

Attorney Williams said there were no quasi-judicial hearings that would be discussed at this meeting.

VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD

Ms. Barnett read the following ordinances by title only:

ORDINANCE 2016-13

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 5.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHWEST INTERSECTION OF S.R. 19 AND SLIM HAYWOOD; REZONING SAID PROPERTY FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES HIGHWAY COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-14

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 5.28 ACRES OF LAND GENERALLY LOCATED ON THE NORTHWEST INTERSECTION OF S.R. 19 AND SLIM HAYWOOD AVENUE FROM COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-15

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 9.8 ACRES LOCATED ON THE NORTH SIDE OF SLIM HAYWOOD AVENUE APROXIMATELY 800 FEET WEST OF THE INTERSECTION OF S.R. 19 AND SLIM HAYWOOD AVENUE FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES MIXED USE (MU); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-16

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 9.8 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF SLIM HAYWOOD AVENUE APPROXIMATELY 800 FEET WEST OF THE INTERSECTION OF S.R. 19 AND SLIM HAYWOOD AVENUE; FROM COUNTY URBAN LOW DENSITY TO CITY MIXED USE COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-17

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 36 ACRES OF LAND CENTRALLY LOCATED APPROXIMATELY 600 FEET NORTH OF SLIM HAYWOOD AVENUE AND 1600 FEET WEST OF S.R. 19, REZONING SAID PROPERTY FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES MIXED USE (MU); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-19

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 14.18 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHWEST INTERSECTION OF S.R. 19 AND CAMP ROAD; REZONING SAID PROPERTY FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES HIGHWAY COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-21

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY .27 ACRES GENERALLY LOCATED ON THE NORTHWEST CORNER OF DORA AVENUE AND SOUTH MOUNT HOMER ROAD; FROM RSF-1 (RESIDENTIAL SINGLE FAMILY) TO PD (PLANNED DEVELOPMENT); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-22

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 .27 ACRES GENERALLY LOCATED ON THE NORTHWEST CORNER OF DORA AVENUE AND SOUTH MOUNT HOMER ROAD; FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2016-08

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AMENDING THE 2016 FISCAL YEAR ADOPTED BUDGET FOR THE CITY OF TAVARES, REPRESENTING THE SECOND AMENDMENT TO THE ADOPTED BUDGET, AND PROVIDING FOR A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

FIRST READING – Tabs 4-11 read for first reading only

SECOND READING - none

Tab 12) Ordinance #2016-08-Budget Amendments for Fiscal Year 2015-2016

Ms. Houghton stated this was the [second] amendment for Fiscal Year 2015-2016. It represents increases or decreases to the adopted budget. Appropriation increases represent capital projects, prior year project encumbrance, roll-overs and also reflects any transfers between budgetary line items.

Ms. Houghton stated that the resolution states that the new budget amount for all city funds will be reflected as $40,328,077.

MOTION

Lori Pfister moved to approve Resolution #2016-08, seconded by Bob Grenier. The motion carried unanimously 5-0.

X. GENERAL GOVERNMENT

Tab 13) Award of Bid and Authorization to Enter into Contract to build Volley Ball Courts in Wooton Park West

Mr. Rumble said this item was to approve the work authorization for Sand Court Experts in the amount of $44,744.17 for the construction of two volleyball courts in Wooton Park.

Mr. Rumble gave the background noting there is currently a single sand court in the western portion of Wooton Park constructed about three years ago. The Wooton Park West plan approved by Council called for construction of two courts. The two bids initially submitted were over budget and used the same subcontractor. Staff worked with the engineer to get the project value engineered to within budget guidelines and negotiations were held directly with the subcontractor. The subcontractor then submitted a reduced cost of $44,244.17 for both courts.

Mr. Rumble noted the courts will provide guests of Tavares and the hotels a place for practice and recreation and will have a positive economic impact. He added that the work has been budgeted in the overall enhancements for Wooton Park.

Bob Grenier asked about stocking replacements nets and equipment. Mr. Rumble said that would be included in the maintenance.

MOTION

Kirby Smith moved to approve the bid to build the volleyball courts, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 14) – Appointments to Boards

Mayor Wolfe recommended appointment to the following Boards:

Library Board

Reappointment of Charles Fox, Judy Eaton and June Sheppard for a two year term

Planning & Zoning Board

William Stomp, Norb Thomas and Roy Stevenson to the Planning & Zoning Board for a three year term

MOTION

Lori Pfister moved to approve the Mayor's recommendations, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 15) Interlocal Agreement with Lake County for Distribution of Funds from Lake County Impact Fee Trust Fund for Library Building Expansion

Mr. Aldrich stated this agreement with the County is to accept the impact fees in the amount of $216,597 for design, engineering, and permitting which will be part of Phase 1 of the library expansion. On April 21st the Lake County Advisory Board voted to recommend approval and have requested that the city sign this agreement.

MOTION

Lori Pfister moved to approve the Interlocal Agreement with Lake County for Distribution of Funds from the Lake County Impact Fees Trust Fund for the Tavares library building expansion, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 16) Designation of Voting Delegate to the 90th Annual FL League of Cities Annual Conference

Ms. Houghton said this is a decision for City Council as to who will be attending the conference and be the voting delegate.

Mayor Wolfe stated he would be willing to attend.

Consensus for Mayor Wolfe to attend and to be the voting delegate.

Tab 17) – City Administrator Pay Adjustment

Mayor Wolfe noted that each councilmember has conducted their individual performance evaluation of the City Administrator and identified their goals for him to achieve over the next year. In addition he stated each Councilmember has received a copy of the evaluations and the employment contract of the City Administrator and current annual pay.

Councilmember Smith asked if the Mayor had held discussions with Mr. Drury. Mayor Wolfe responded that he had done so. Mayor Wolfe said that Mr. Drury had indicated a 5% increase would be appropriate and asked that he bring that to Council.

Councilmember Smith said he wanted to see the budgeted amount for the other employees first and then go from there.

Vice Mayor Pfister said she thought Mr. Drury should be treated differently than an employee.

Mayor Wolfe noted that in other cities, the administrators have deputy city administrators. Vice Mayor Pfister noted Mr. Drury is covering a lot of responsibilities.

Councilmember Smith asked to table this until the next meeting.

MOTION

Kirby Smith moved to table this item until the next Council meeting, seconded by Bob Grenier.

The motion carried unanimously 5-0.

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

Betty Burleigh, 214 N. New Hampshire

Ms. Burleigh discussed the history of the building where Ace Hardware was once located on Main St. The business was founded in 1916 and was known as Tavares Garage. The new building was built in 1923. The business was assumed by his son in 1943. He in turn sold the business in 1964. In 1979 Tavares Hardware became affiliated with Ace Hardware. In February of 2005 Ace Hardware moved to SR 19.

Vance Joachim – Tavares resident

Mr. Joachim stated he was a Viet Nam veteran. He said in 1868 during the Civil War, Memorial Day was created to remember people who had not returned from war.

Mr. Joachim said he does open source research in order to look for trends and resources. He then passed out a list of 45 communist goals published in the Congressional Record in 1963 that were written in 1957 by an author named Skousen.

XIV. REPORTS

Tab 14) Acting City Administrator

Ms. Houghton noted the list of events coming up in the agenda and noted the budget will be presented at the next meeting.

Public Works Director

Mr. Thompson said the parking lot on the west side of City Hall will be paved starting tomorrow morning.

City Attorney

Tab 15) Council Reports

Vice Mayor Pfister

Councilmember Grenier

Councilmember Grenier stated that the women of Tavares have always been the movers and shakers in the history of Tavares. He noted that Effie Treadway was born on this day in 1890. He said Ms. Treadway served on City Council of the Town of Tavares for two terms and also served on the School Board as a trustee for 30 years. Treadway Elementary is named for Effie Treadway.

Councilmember Johnson

Councilmember Smith

Councilmember Smith said today is "National Go Barefoot Day." He said on this day in 1774 the British Government ordered the Port of Boston to be shut down which resulted in the road to independence for U.S.

Mayor Wolfe

Mayor Wolfe advised that long term resident and owner of Palm Gardens Albert Buse, passed away last Sunday. He said he was also a long term employee at the Lake County Courthouse. He said Mr. Buse was a family friend.

ADJOURNMENT

There was no further business and the meeting was adjourned at 4:47 p.m.

Respectfully submitted,

Nancy A. Barnett

Nancy A. Barnett, MMC
City Clerk

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: June 15, 2016

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation by Lake County Transit Division on Fixed Route Bus System

OBJECTIVE:

To receive a presentation from the Lake County Transit Division on the Fixed Route (LakeXpress) bus system.

SUMMARY:

The Lake County Transit Division is making presentations to each of the municipalities located on the Fixed Route (LakeExpress) bus system. The presentation will include information on the system and some new initiatives. The presentation will be made by Tomika Monterville, the Transit Division Manager.

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
JUNE 15, 2016

AGENDA TAB NO. 3

SUBJECT TITLE: APPROVAL OF EASEMENT ACROSS SINCLAIR STREET WITH CENTRAL FLORIDA RAILROAD FOR CONSTRUCTION OF TAV-LEE TRAIL

OBJECTIVE:

For Council to approve the attached easement agreement between the Florida Central Railroad and the City of Tavares for construction of the Tav-Lee Trail from Wooton Park West to Sinclair.

SUMMARY:

The construction of the Tav-Lee Trail extension portion of the Wooton Park West improvement project will be funded and constructed by the Florida Department of Transportation through a Local Agency Program (LAP) grant. The project will include construction of a small segment of the trail across the railroad right of way from the City property to Sinclair Street. In order to move forward, FDOT requires execution of an easement agreement between the City and the railroad for the construction of this segment. The attached agreement has been drafted for Council consideration.

OPTIONS:

1. Approve the attached easement agreement between the City and Florida Central Railroad.
2. Do not approve the attached easement agreement between the City and Florida Central Railroad.

STAFF RECOMMENDATION:

Option 1: Move to approve the attached easement agreement between the City and Florida Central Railroad.

FISCAL IMPACT: There is no fiscal impact associated with this item.

LEGAL SUFFICIENCY: Under legal review

LICENSE AGREEMENT FOR SIDEWALK AND PUBLIC SIDEWALK CROSSINGS

THIS AGREEMENT is made and entered into this ___ day of_____, 2016 by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation with a business address of 3001 W. Orange Avenue, Apopka, Florida 32703 ("FCEN") and **THE CITY OF TAVARES**, a municipal corporation of the State of Florida with an address of P.O. Box 1068, Tavares, Florida 32778 ("Licensee"), collectively referred to as the "Parties."

Preliminary Statement

A. Licensee desires that FCEN grants to it a privilege to use portions of FCEN's right of way without establishing, claiming, or possessing any estate or interest therein (a "License"), for the benefit of Licensee and the general public.

B. Licensee is willing to pay the costs, fees and expenses of Licensee's use of the License.

C. Licensee desires to construct and install one (1) sidewalk and one (1) pedestrian grade crossing and allow the public to use the sidewalk and pedestrian grade crossing within the License Area, defined below.

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree that the License granted herein is subject to the following terms and conditions:

1. GRANT OF LICENSE

FCEN grants unto Licensee a License, with authority to enter upon, construct and install and use, pursuant to this License Agreement: (a) a sidewalk to be located to the south of FCEN's tracks in Tavares, Florida in the vicinity of Sinclair Avenue, Bryan Street and East Ruby Street (the "Sidewalk") and; (b) a pedestrian grade crossing to be located at milepost number ST 783.5 (FDOT No. 625189P) in the vicinity of Sinclair Avenue, Tavares, Florida (the "Crossing"), each as further described and shown on Exhibit A, which is attached hereto and incorporated herein (collectively, the "License Area").

2. SUBJECT TO FCEN'S PROPERTY INTEREST

This License Agreement shall be subject to the lease between FCEN and CSX Transportation, Inc. (the "CSX Lease"), a memorandum of which is recorded in the public records.

3. INSTALLATION

(a) The Licensee shall construct and install the Sidewalk at its own expense. The Sidewalk shall be ten (10') feet wide and constructed of concrete, and shall be installed in accordance with Exhibit A.

(b) The Crossing shall be constructed at the sole cost and expense of the Licensee.

The Crossing shall be the width of the Sidewalk and the length of the existing road crossing at FDOT No. 625189P, and shall be installed in accordance with Exhibit A. Notwithstanding anything to the contrary contained herein, the Licensee shall install: (i) all asphalt approaches to the Crossing; ii) yellow pedestrian stop lines with "STOP" painted upon the Crossing's approaches; iii) crossbucks at the Crossing; and iv) ADA detectible warning mats at the Crossing. FCEN shall install the railseals at the Crossing at the Licensee's expense.

4. SIDEWALK AND CROSSING COST AND EXPENSE

(a) Following installation, the Sidewalk and Crossing shall thereafter be maintained in good condition by the Licensee or FCEN, each at Licensee's sole cost and expense as long as the Sidewalk or Crossing remain in place as set forth in Paragraph 6 below.

(b) In the event that Licensee or any agency or entity responsible for maintaining the roadway desires a different surface on a Crossing, and if FCEN agrees to provide a different surface or surfaces, Licensee or responsible agency will pay the cost thereof.

5. TEMPORARY CLOSING OF A SIDEWALK OR CROSSING

At such time that FCEN performs construction, rehabilitation, maintenance, repairs or improvements to a Sidewalk or Crossing or to trackage at a Sidewalk or Crossing, FCEN, if deemed necessary by FCEN, shall provide flagging protection at the sole cost and expense of the Licensee after delivery to Licensee of notice of the applicable work. Licensee's cost for such flag protection services shall be the then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

6. MAINTENANCE

(a) The Sidewalk and the Crossing, including their usual appurtenances such as approaches, roadway, automated warning devices, if any, curbs, gutters, shoulders, slopes, fills and cuts, shall be maintained by Licensee at the sole cost and expense of Licensee. Maintenance includes but is not limited to damages resulting from natural disasters or acts of God.

(b) Notwithstanding anything to contrary in this Paragraph 6, Licensee shall be solely responsible for keeping all vegetation within any site clearance area, as determined by FCEN's General Manager, cut to a height not to exceed two feet (2') above ground level, and keeping the so-called site clearance area free of parked vehicles and other visual obstructions. In addition, Licensee shall periodically inspect and shall ensure that the Crossing's flange-ways remain free and clear of sand, dirt, debris, or other material.

(c) The Licensee shall also pay to FCEN within sixty (60) days after the presentation of a bill on an as occurred basis, all maintenance costs for routine maintenance on the Crossing's surface (the "Surface Maintenance Fee").

(d) In addition to the Surface Maintenance Fee the Licensee shall pay to FCEN, within sixty (60) days after the presentation of a bill on an as occurred basis, all maintenance costs resulting from: 1) acts of God; and 2) repairs required beyond those damages from normal wear and tear (the "Extraordinary Repair Fee"). All maintenance subject to the Extraordinary Repair Fee required under this subparagraph (d) shall be performed in such a manner, and with such construction materials, as are reasonably satisfactory to FCEN, and all reasonable incidental expenses incurred in connection therewith shall be borne by the Licensee.

7. TERM

This Agreement shall run for a period of one (1) year from the date first set forth above. Thereafter this Agreement shall automatically renew for successive one (1) year periods unless or until it is terminated as provided for hereinafter. In no event shall the term of this Agreement exceed the CSX Lease.

8. TERMINATION

Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party thirty (30) days advance written notice of its intention to terminate. In the event of termination Licensee shall, at Licensee's expense, remove the said Sidewalk and Crossing and restore the premises to its original condition, if required by FCEN.

9. ALTERATIONS

In the event FCEN's use of its right of way (e.g., additional track construction, installation of communication facilities, new or other crossbucks, gates and signals, etc.) shall hereafter make necessary any change in the Sidewalk or Crossing, Licensee shall be obligated to bear all costs of making and maintaining adjustments to the Sidewalk and/or Crossing which are deemed necessary by FCEN's General Manager.

10. INDEMNIFICATION

The Licensee shall, subject to the limitations set forth in Section 768.28, Florida Statutes and without waiving its sovereign immunity, defend, hold harmless and indemnify FCEN its shareholders, owners, affiliates, officers, directors and agents from and against any and all liability, loss, claim, suit, damage, charge or expense which any such party may suffer, sustain, incur, or in any other way be subjected to, on account of death or injury to any person and for loss of or damage or destruction to any property, arising out of or from, or in any way connected to or with, the use by any person, of the Sidewalk, the Crossing and/or the License Area. Nothing contained herein

shall be construed as consent by either party to be sued by third parties in any matter arising from this or any other agreement.

11. SCOPE OF LICENSE

The parties hereto understand that this Agreement does not grant unto Licensee the right to install any utilities or facilities other than the Sidewalk and Crossing within the License Area described herein. The Sidewalk and the Crossing shall be used only to provide pedestrian traffic along Sinclair Avenue. Any other use of the License Area or the Sidewalk and/or Crossing is prohibited.

12. CONTINUING OBLIGATION

As long as this Agreement remains in effect, Licensee shall bear the expenses or maintenance as hereinabove set forth and promptly pay for the same.

13. ASSIGNMENT

This Agreement may be assigned by FCEN at any time. Licensee may only assign this Agreement to the State of Florida or another political subdivision or municipality thereof, and only after receiving FCEN's prior written approval, as well as the approval, ratification and authorization of the proper authorities of the assignee.

14. NOTICE

All notices, demands, or other writings required or permitted to be given or made or sent under this Agreement, by either party to the other, shall be in writing and shall be deemed to have been fully delivered upon (i) receipt of such notice when hand delivered (by personal courier or overnight delivery service) to the party to whom such notice is addressed as set forth below; or (ii) receipt of such notice as indicated by the signature and date on the return receipt of a certified mailing.

If to FCEN:

General Manager
Florida Central Railroad Company, Inc.
3001 W. Orange Avenue
Apopka, Florida 32703

and in the case of Licensee to:

John Drury, City Administrator
P.O. Box 1068
Tavares, Florida 32778

15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee

hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

16. MERGER. MODIFICATION. WAIVER

This Agreement contains the final, complete and exclusive understanding of the Parties of the subject matter it relates to. No changes or modifications of this Agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound. No valid waiver of any provisions of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at another time.

17. BENEFIT

This Agreement shall be binding upon, and inure to the benefit of the Parties and their successors and assigns.

18. HEADINGS

The headings, titles and subtitles used in this Agreement are illustrative and intended for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

19. NON-WAIVER

Failure of any party at any time to require performance by any other party of any provision hereof shall not be deemed a waiver of that provision.

20. REMEDIES

No right or remedy herein conferred upon or reserved to FCEN and/or Licensee is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of any right or remedy.

21. SEVERABILITY

Each paragraph, subparagraph, part, term and/or provision of this Agreement shall be severable; and if, for any reason, any paragraph, subparagraph, part, term and/or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, subparagraphs, parts, terms and/or provisions of this Agreement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, subparagraphs, parts, terms and/or provisions shall be deemed not to be part of this Agreement.

22. GOVERNING LAW

This Agreement shall be construed and enforced according to the laws of the State of Florida.

23. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee and that its agent below is authorized to execute this License Agreement.

SIGNED as a sealed instrument as of the date first written above.

FLORIDA CENTRAL RAILROAD COMPANY, INC.

_____
Witness

By: _____
John P. Levine, Chief Executive Officer

Print Name:

THE CITY OF TAVARES, FLORIDA

_____
Witness
Print Name:

By: _____
John Drury
City Administrator

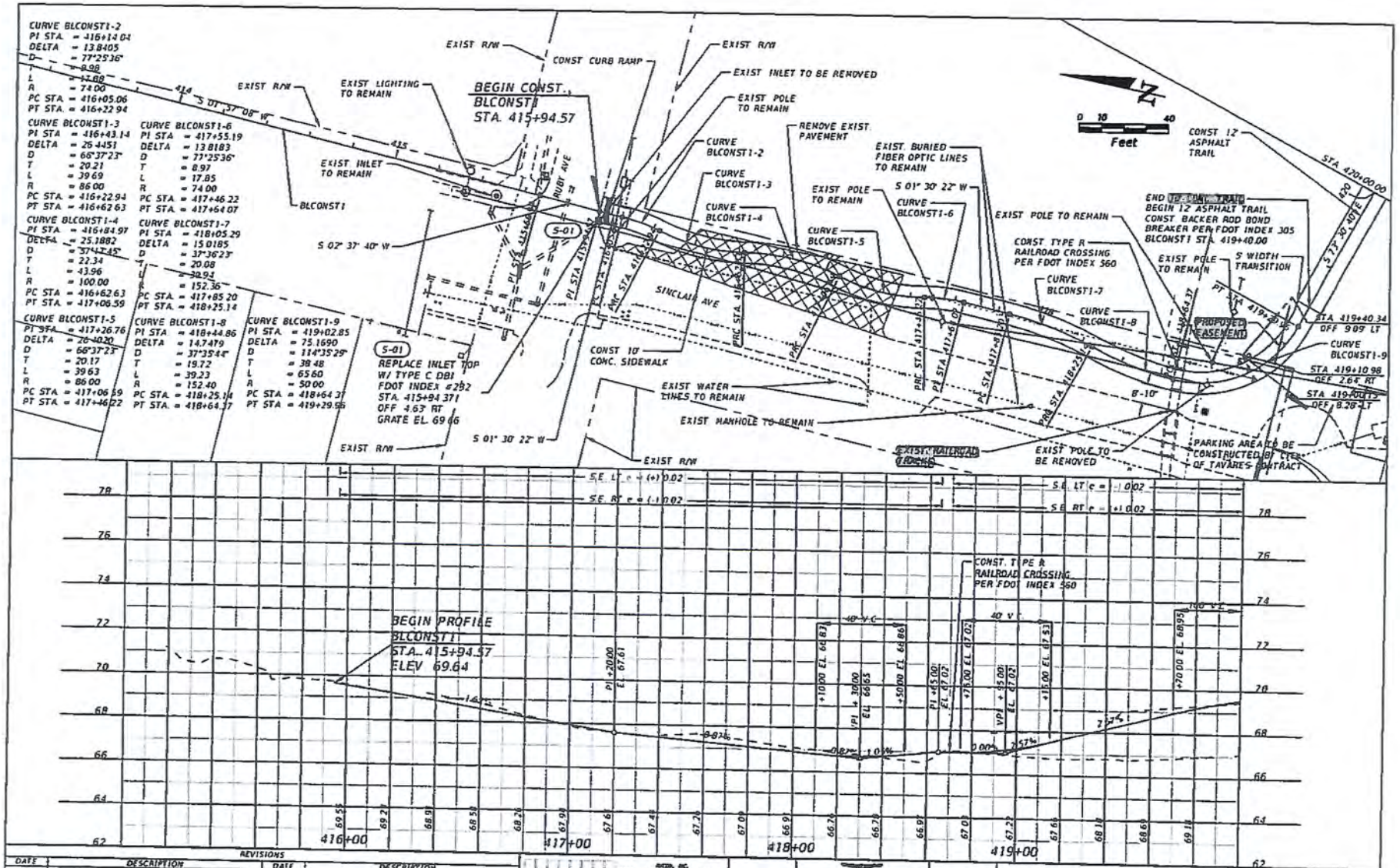
APPROVED AS TO FORM AND LEGALITY:

_____
Print Name:
City Attorney

ACCEPTED BY CITY COUNCIL

DATE: _____
OFFICE OF THE CITY CLERK

EXHIBIT A
(4 attached pages below)



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AVCON

TAVARES America's Seaplane City

PLAN & PROFILE

SHEET NO. 9

AALLAN 9/30/2014 11:19:58 AM L:\2012\2012149.01 - Wooton Park Expansion\CAD\Roadway\PLPRRD01.dwg

DESCRIPTION :

A portion of Section 29, Township 19 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

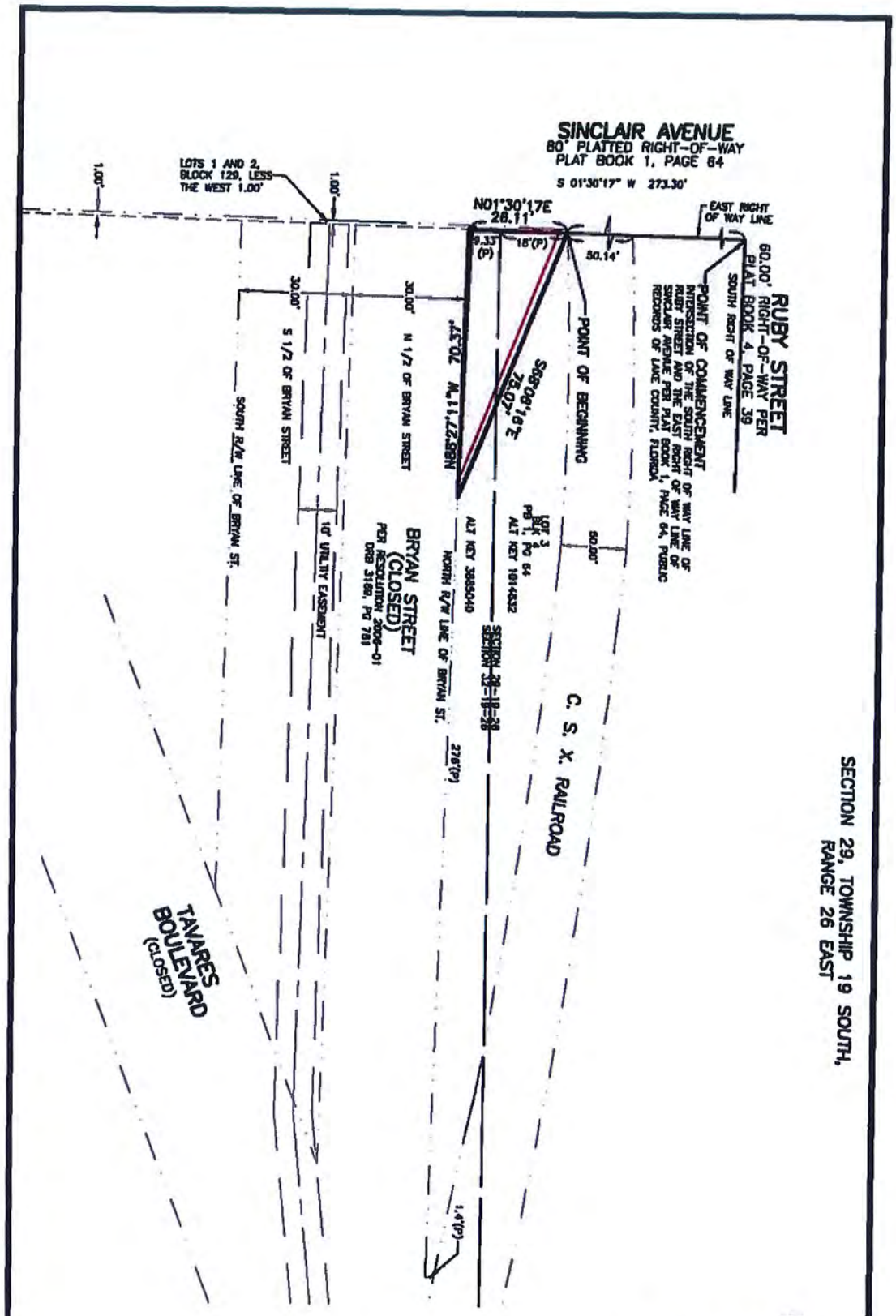
Commence at the intersection of the South right of way line of Ruby Street and the East right of way line of Sinclair Avenue per Plat Book 1, Page 64, Public Records of Lake County, Florida; thence South 01°30'17" West, a distance of 273.30 feet, along the East right of way line of said Sinclair Avenue, to the POINT OF BEGINNING; thence departing said East right of way line South 68°06'16" East, a distance of 75.07 feet to the North right of way line of Bryan Street; thence North 88°27'11" West, a distance of 70.37 feet to the aforementioned East right of way line of Sinclair Avenue; thence North 01°30'17" East, a distance of 26.11 feet to the POINT OF BEGINNING.

Containing 918 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East right of way line of Sinclair Avenue per Plat Book 1, Page 64, Public Records of Lake County, Florida being S 01°30'17" W assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CH. 5J-17 requirements.
3. Not valid without Sheet 2 of 2.

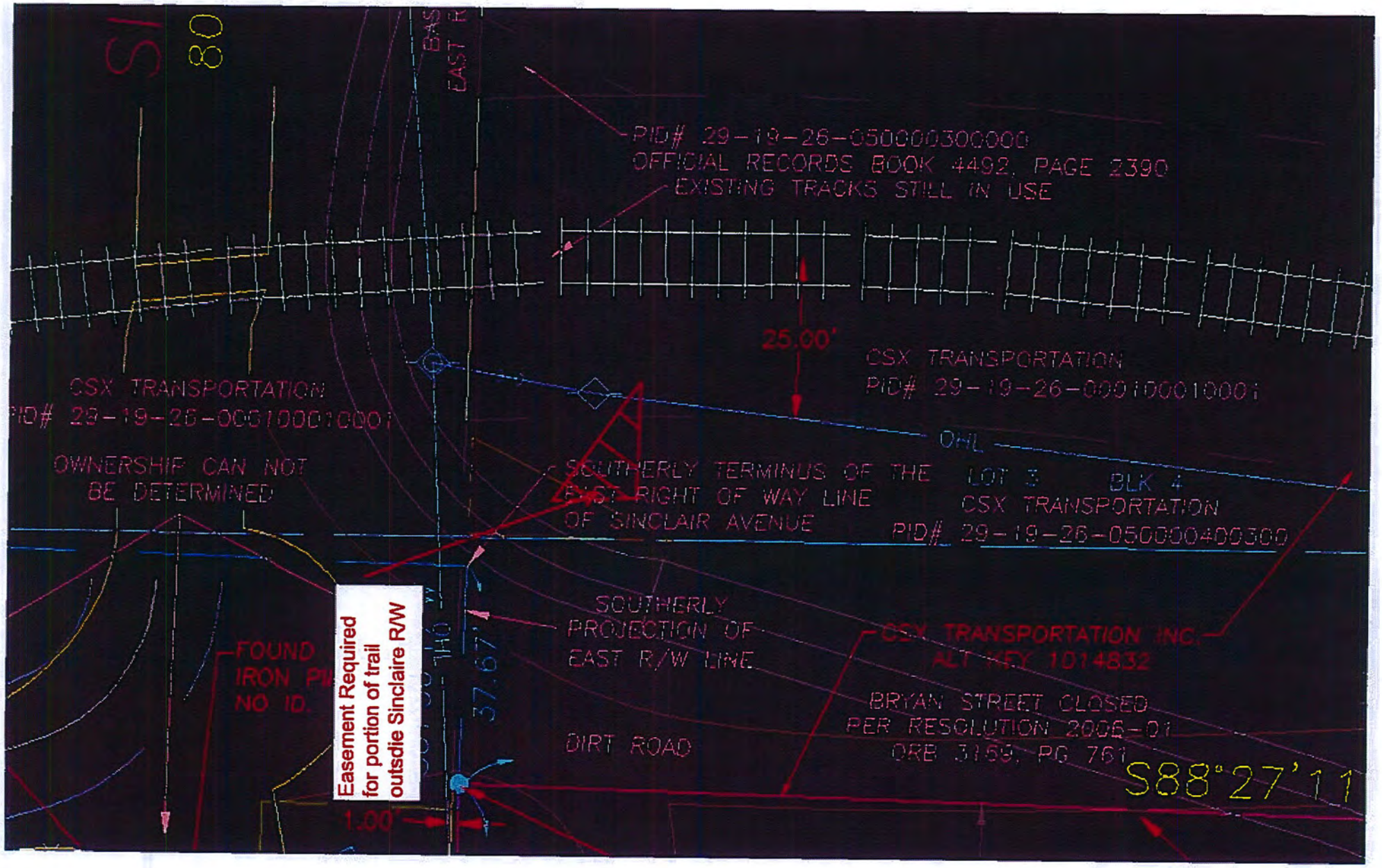
DESCRIPTION	Date: MAY 20, 2016 CBVG	Certification Number LB2108 50833011
AVCON, INC.	Job Number: 50833 / Scale: 1" = 30'	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.** REVISED: XX/XX/XX	JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	



Drawing No. 50833011
Job No. 50833
Date: MAY 20, 2016
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 OF 2

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
5500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com


PID# 29-19-26-050000300000
OFFICIAL RECORDS BOOK 4492, PAGE 2390
EXISTING TRACKS STILL IN USE
25.00'
CSX TRANSPORTATION
PID# 29-19-26-000100010001
CSX TRANSPORTATION
PID# 29-19-26-000100010001
OWNERSHIP CAN NOT
BE DETERMINED
OHL
SOUTHERLY TERMINUS OF THE
EAST RIGHT OF WAY LINE
OF SINCLAIR AVENUE
LOT 3 BLK 4
CSX TRANSPORTATION
PID# 29-19-26-050000400300
SOUTHERLY
PROJECTION OF
EAST R/W LINE
CSX TRANSPORTATION INC.
ALT KEY 1014832
FOUND
IRON PI
NO ID.
Easement Required
for portion of trail
outsdie Sinclaire R/W
37.67'
BRYAN STREET CLOSED
PER RESOLUTION 2006-01
ORB 3159, PG 761
DIRT ROAD
S88°27'11
1.00'

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: June 15, 2016

AGENDA TAB NO. 4

SUBJECT TITLE: Approval of Granting Easements to Duke Energy (Ruby Street Stormwater Project)

OBJECTIVE:

To consider the approval of granting two easements to Duke Energy in conjunction with the Ruby Street Stormwater Project.

SUMMARY:

On April 20, 2016, City Council approved the burying of overhead lines in the Ruby Street area as part of the Master Plan for Downtown Redevelopment and Ruby Street Stormwater project.

Duke Energy has requested that the city grant two easements for their electricity lines to be re-located in city right of way to bury their lines underground as part of this project. One easement is located on the south side of the Tavares Square property addressed as 122 E. Main Street and the other at 305 E. Ruby Street on the south side of the Train Station property.

OPTIONS:

1) Move to approve the granting of two right of way easements to Duke Energy located on the on the south side of the Tavares Square property and on the south side of the Train Station property.
2) Do not approve the granting of two right of way easements to Duke Energy

STAFF RECOMMENDATION:

Move to approve the granting of two right of way easements to Duke Energy for the Ruby Street Stormwater Project located on the on the south side of the Tavares Square property and on the south side of the Train Station property.

FISCAL IMPACT:

n/a

LEGAL SUFFICIENCY: Under legal review

Lake County, Florida
Work Request #: 1190707 (G)
Address: 122 E. Main Street
Tavares, FL 32778
STR: 29-19S-26E

EASEMENT

THIS EASEMENT ("**Easement**") is made this __ day of _____, 2016("**Effective Date**"), from **CITY OF TAVARES, FLORIDA, a Florida Municipal Corporation, P.O. Box 1068, Tavares, FL 32778** ("**GRANTOR**," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company d/b/a DUKE ENERGY,** Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, under, across and through the following described property to accommodate present and future development:

North 14.00 feet of Lots A, B, C, and D and all of Lots E, F, G, H, K, L, M, N, O, P, R, S, V and W, Block 8, TAVARES, according to the Plat thereof, as recorded in Plat Book 1, Page 64, of the Public Records of Lake County, Florida.

Tax Parcel Number: 29-19-26-0100-0080-0A00

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
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Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

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IN WITNESS WHEREOF, the said **GRANTOR** has caused this easement to be signed by its proper officers thereunto duly authorized and attested this _____day of _____, 2016, and is effective as of the Effective Date herein.

GRANTOR:
CITY OF TAVARES, FLORIDA, a Florida Municipal Corporation
Name of Municipality

ATTEST:

_____
City Clerk

_____
Print or Type Name

_____
Mayor

_____
Print or Type Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
Signature of First Witness

_____
Print or Type Name of First Witness

_____
Signature of Second Witness

_____
Print or Type Name of Second Witness

Grantor(s) mailing address:

P. O. Box 1068
Tavares, FL 32778

State of _____)
) ss
County of _____)

The foregoing Easement was acknowledged before me this _____ day of _____, 2016, by___ _____ and _____, its Mayor and its City Clerk, respectively of **CITY OF TAVARES, FLORIDA**, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

_____
Name:
Notary Public
Serial Number:
My Commission Expires:

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

Lake County, Florida
Work Request #: 1190707 (M)
Address: 305 E. Ruby Street
Tavares, FL 32778
STR: 29-19S-26E

EASEMENT

THIS EASEMENT ("**Easement**") is made this __ day of _____, 2016("**Effective Date**"), from **CITY OF TAVARES, FLORIDA, a Florida Municipality** ("**GRANTOR**," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company d/b/a DUKE ENERGY,** Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area defined as the West 10.00 feet of the following described property to accommodate present and future development:

Begin at the intersection of the South boundary if Irma Street with the East boundary of St. Clair Abrams Avenue, run thence South to the Northerly Right of Way line of the Atlantic Coastline Railroad, thence back to POINT OF BEGINNING, and run thence East along the South boundary of Irma Street to the Northerly Right of Way line of the Atlantic Coastline Railroad, thence in a Southwesterly direction along the Northerly boundary of said Railroad to a point intersecting the West boundary of this tract of land, all according to the Plat of Tavares as recorded in Plat Book 1, Page 64, Public Records of Lake County, Florida, lying and being in the Southeast 1/4 of Section 29, Township 19 South, Range 26 East.

Tax Parcel Number: 29-19-26-0500-0010-0100

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

IN WITNESS WHEREOF, the said **GRANTOR** has caused this easement to be signed by its proper officers thereunto duly authorized and attested this _____day of _____, 2016, and is effective as of the Effective Date herein.

GRANTOR:
CITY OF TAVARES, FLORIDA, a Florida Municipality
Name of Municipality

ATTEST:

_____
City Clerk

_____
Print or Type Name

_____
Mayor

_____
Print or Type Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
Signature of First Witness

_____
Print or Type Name of First Witness

_____
Signature of Second Witness

_____
Print or Type Name of Second Witness

Grantor(s) mailing address:

P.O. Box 1068
Tavares, FL 32778

State of _____)
) ss
County of _____)

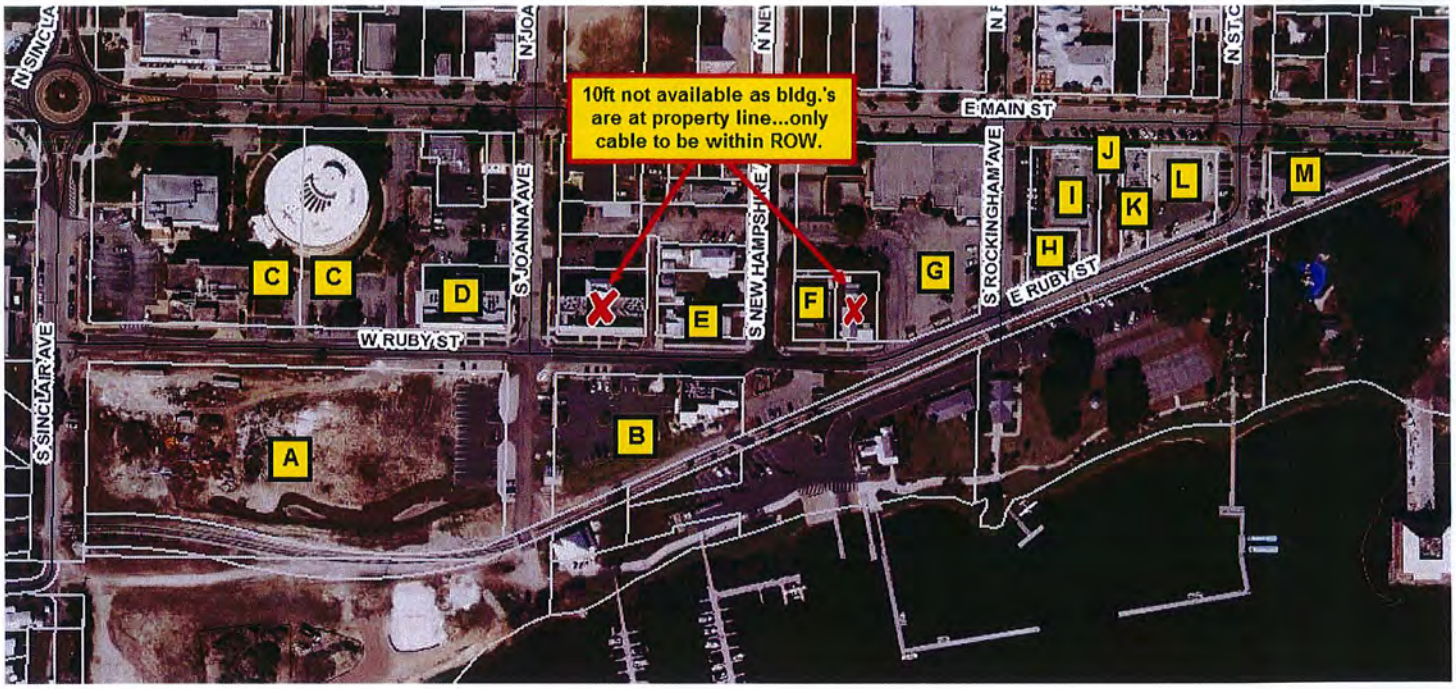
The foregoing Easement was acknowledged before me this _____ day of _____, 2016, by___ _____ and _____, its Mayor and its City Clerk, respectively of **CITY OF TAVARES, FLORIDA**, who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

_____
Name:
Notary Public
Serial Number:
My Commission Expires:

Prepared by: Bruce Crawford, Esquire
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP4A
Lake Mary, Florida 32746


10ft not available as bldg.'s are at property line...only cable to be within ROW.
N SINCLAIR AVE
S SINCLAIR AVE
N JOANNA AVE
S JOANNA AVE
N NEW HAMPSHIRE
S NEW HAMPSHIRE
N ROCKINGHAM AVE
S ROCKINGHAM AVE
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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: June 15, 2016

AGENDA TAB NO. 5

SUBJECT TITLE: Use of forfeiture funds

OBJECTIVE: To obtain approval to utilize $5,955.00 in forfeiture monies to purchase cameras and related equipment for the police department to replace outdated equipment.

SUMMARY: Many of the department's cameras are approaching 10 years. These new cameras and equipment will be assigned to detectives, code enforcement and admin for training/video. They will allow significantly better images as well as be able to record HD video.

- **5 Cameras $3,686.00**
- **3 Lens $1,572.00**
- **Accessories (tripods, SD cards, battery holder) $697.00**

The use of forfeiture funds for these requests complies with statutory requirements.

OPTIONS:

1. **Approve staff's request to utilize forfeiture funds to purchase the requested items.**

2. **Do not approve staff's request to utilize forfeiture funds to purchase the requested items.**

STAFF RECOMMENDATION: Staff recommends Option 1: Move to approve staff's request to utilize forfeiture funds to purchase the requested items.

FISCAL IMPACT: $5,955.00

The current balance in the forfeiture fund is $6,650.00

LEGAL SUFFICIENCY: legally sufficient

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: June 15, 2016

AGENDA TAB NO. 6

SUBJECT TITLE: Approval to Demo Quonset building at site of future Public Safety Complex

OBJECTIVE: To approve the demolition of Quonset building at site of future Public Safety Complex.

SUMMARY: Previously the Council approved the design, construction and funding of a new Public Safety Building at a site which currently has a vacant Quonset Building which the City owns.

The City completed its environmental/asbestos survey which made the building ready for demolition. A quote of $14,500 was received from Glen Greenwood and Sons to remove the building, remove all asphalt and grade the property.

This company is on Lake County's demolition bid list and also was the company that removed the Clerks Building for the City.

OPTIONS:

1) Authorize demolition of the Quonset building, a contract to do the work with Glen Greenwood and Sons in the amount of $14,500 and include this cost as part of the overall Public Safety Complex development costs and funding plan as previously approved by Council.
2) Do not move forward with this demolition project.

STAFF RECOMMENDATION: Move to authorize demolition of the Quonset building, a contract to do the work with Glen Greenwood and Sons in the amount of $14,500 and include this cost and associated funding plan as part of the overall Public Safety Complex development costs as previously approved by Council

FISCAL IMPACT: The previously approved funding plan (loan backed up by infrastructure sales tax to pay the debt service) to build the Public Safety Complex will incorporate this as an eligible cost for the Public Safety Complex project.

LEGAL SUFFICIENCY: YES

Greenwood & Son Contracting

36738 County Road 452
Grand Island, Florida 32735
US

Phone: 352-483-0699
Email: ggreen9017@aol.com

Sales Quote (Open)

Sales Quote No.: 1696
Sales Quote date: 5/25/2016

To:

City of Tavares

201 E. Main Street
Tavares, FL 32778

Sales Person	**Contact Name**
Delivery Date	**Payment Terms** on completion

Qty.	Item	Description	Unit Price		Line Total
1	Demolition	Job reference: Old Auto Repair Quonset Hut, 615 West Ianthe St. Tavares, FL 32778. Complete demolition, removal and clean up of commercial building structure and asphalt parking lot. Load out and remove from property all demolition debris including all: Wood, metal, glass, asphalt, concrete slabs, pads, foundations and footers. Dispose of or recycle all demolition debris appropriately. Rough grade demolition site with existing dirt, (additional clean fill dirt if requested by customer; at additional cost to customer). Demolition site to be clean of all demolition debris. All labor and dump (dumpster) fees included in quote / contract price.***UNFORESEEN / CONTAMINANT ADDENDUM: THIS CONTRACT DOES NOT INCLUDE THE FOLLOWING COSTS AND ANY OF THESE ADDITIONAL COSTS WILL BE SOLE FINANCIAL RESPONSIBILITY OF CUSTOMER: ANY E.P.A. HAZARDOUS TYPE GROUND CONTAMINATION FOUND AFTER DEMOLITION. ANY UNFORESEEN GROUND TANKS / CISTERNS CONTAINING MATERIALS SUCH AS BUT NOT LIMITED TO: GAS, PETROLEUM PRODUCTS, OILS, HYDRAULIC FLUIDS AND PROPANE. PROPER DRAINAGE, DISPOSAL AND TANK REMOVAL (E.P.A. STANDARDS) WILL BE AT THE SOLE FINANCIAL RESPONSIBILITY OF CUSTOMER.***ALL DEMOLITION SALVAGE RIGHTS TO DEMOLITION CONTRACTOR.***	$14,500.00		$14,500.00

Subtotal:	$14,500.00
Tax total:	$0.00
Total:	$14,500.00

REPORT OF PRE-DEMOLITION ASBESTOS SURVEY
FORMER EUSTIS AUTO REPAIR BUILDING
SOUTHEAST QUADRANT W. LANTHE AND W. ALFRED STREETS
TAVARES, LAKE COUNTY, FLORIDA

PREPARED FOR:

Mr. John Rumble, FCPM CPPB
Purchasing Manager
City of Tavares
201 East Main Street
Tavares, Florida 32778

PREPARED BY:

Armor, Hill and Company, Inc.
26919 Lake Lena Lane
Mount Dora, Florida 32757
(352) 385-0001

Armor, Hill and Company Job No. 16111

June 8, 2016

SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This is to certify that this report, entitled **Report of Pre-Demolition Asbestos Survey Former Eustis Auto Repair Building Southeast Quadrant W. Lanthe and W. Alfred Streets, Tavares, Lake County, Florida,** has been examined by the undersigned.

DATE: June 8, 2016 **SIGNATURE:**_____

John M. Stump, P.G.
Licensed Asbestos Consultant
Florida License No. AX-0000042

TABLE OF CONTENTS

SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

1.0 INTRODUCTION 1

2.0 REGULATORY SUMMARY 1

- **2.1 Environmental Protection Agency** 1
- **2.2 Occupational Safety and Health Administration** 3
- **2.3 State of Florida** 3

3.0 METHODOLOGY 4

4.0 RESULTS 5

- **4.1 Homogeneous Areas** 5
- **4.2 Analytical Results** 5

5.0 LIMITATIONS 6

6.0 ASBESTOS RECOMMENDATIONS 7

APPENDICES

APPENDIX A Certifications
APPENDIX B Laboratory Report and Sample Chain-of-Custody

1.0 INTRODUCTION

On May 24, 2016, Armor, Hill and Company, Inc. (ARMOR, HILL) conducted a Pre-Demolition Asbestos Survey for the City of Tavares (Client) at the former Eustis Auto Repair Building, a 1,200 square-foot area improved steel/concrete masonry unit (CMU) building located in the southeast quadrant of the intersection of West Lanthe and West Alfred Streets, in Tavares, Lake County, Florida. ARMOR, HILL's Asbestos Hazard Emergency Response Act (AHERA)-certified Asbestos Inspector entered accessible areas of the subject building and collected samples of interior and exterior building materials for microscopic laboratory testing for asbestos. At the time of ARMOR, HILL's building inspection, the structure was observed to be in good condition.

2.0 REGULATORY SUMMARY

2.1 Environmental Protection Agency

The Environmental Protection Agency (EPA) has published a list of hazardous air pollutants and has prescribed and published the "National Emission Standards for Hazardous Air Pollutants" (NESHAP) regulation. Since asbestos presents a significant risk to human health as a result of air emissions from one or more source categories, it is therefore considered a hazardous air pollutant. The Asbestos NESHAP (40 CFR 61, Subpart M) addresses milling, manufacturing and fabricating operations, demolition and renovation activities, waste disposal issues, active and inactive waste disposal sites and asbestos conversion processes.

Friable asbestos-containing material (ACM) is defined by the Asbestos NESHAP, as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy(PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure (Sec. 61.141). Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, PLM, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure (Sec. 61.141).

EPA also defines two categories of non-friable ACM: Category I and Category II non-friable ACM.

- Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent (1%) asbestos as determined using PLM according to the method specified in Appendix A, Subpart F, 40 CFR Part 763 (Sec. 61.141).

- Category II non-friable ACM is any material, excluding Category I non-friable ACM, containing more than one percent (1%) asbestos as determined using PLM according to the methods specified in Appendix A, Subpart F, 40 CFR Part 763 (Sec. 61.141), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

"Regulated Asbestos-Containing Material" (RACM) is: (a) friable ACM, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

Category I non-friable ACM must be inspected and tested for friability if it is in poor condition before demolition or renovation to determine whether or not it is subject to the Asbestos NESHAP. If the ACM is friable, it must be handled in accordance with the NESHAP. Asbestos-containing packings, gaskets, resilient floor coverings and asphalt roofing materials must be removed before demolition or renovation only if they are in poor condition and are friable.

The EPA NESHAP further requires that if a facility is demolished by intentional burning, all of the facility's ACM, including Category I and II non-friable ACM, can be considered RACM and should be removed prior to burning (Sec. 61.145(c)(10)).

If Category I or Category II non-friable ACM is to be sanded, ground, cut, or abraded, the material is considered RACM and the owner or operator must abide by the following (Sec. 61.145(c)(1)):

(i) Adequately wet the material during the sanding, grinding, cutting or abrading operations;
(ii) Comply with the requirements of 61.145(c)(3)(i) if wetting would unavoidably damage equipment or present a safety hazard; and
(iii) Handle asbestos material produced by the sanding, grinding, cutting, or abrading, as asbestos-containing waste material subject to the waste handling and collection provisions of Section 61.150.

Except for the following, Section 61.145(c) of the Asbestos NESHAP requires that each owner or operator of a demolition or renovation activity involving RACM remove all such material from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

ACM need not be removed before demolition if it:

(i) Is a Category I non-friable ACM that is not friable;
(ii) Is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition;
(iii) Was not accessible for testing and therefore was not discovered until after demolition began and, as a result of the demolition, cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and kept adequately wet at all times until disposed of; or
(iv) Is a Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

2.2 Occupational Safety and Health Administration

Occupational Safety and Health Administration (OSHA) regulates asbestos exposure during all construction work including, but not limited to, the following:

- Demolition or salvage of structures where asbestos is present;
- Removal or encapsulation of materials containing asbestos;
- Construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions thereof, that contain asbestos;
- Installation of products containing asbestos;
- Asbestos spill/emergency cleanup; and
- Transportation, disposal, storage, containment of and housekeeping activities involving asbestos or products containing asbestos, on the site or location at which construction activities are performed. The OSHA Standard 29 CFR 1926.1101 requires the use of engineering controls, work practices, and personal protective equipment to reduce or eliminate employee exposure to asbestos. The OSHA standard does not apply to asbestos-containing asphalt roof coatings, cements and mastics.

2.3 State of Florida

Florida Statutes 469.004 and 469.005 require licensure of asbestos consultants and contractors by the Department of Business and Professional Regulation (DBPR).Florida Statute 553.79 requires that the Department of Environmental Protection be notified in writing before a local building permit is granted for any building demolition or renovation which would disturb asbestos material.

3.0 METHODOLOGY

In general, building material sampling protocols set forth by the EPA under 40 CFR 763.86 were followed during the inspection. The asbestos survey was performed by observing, touching, and sampling accessible suspect building materials throughout the building. The purpose of this survey was to locate and identify suspect ACMs, to quantify the material, and to identify the locations of ACMs in the subject site buildings. The condition and location of representative suspect material were defined where easily accessible and visible.

Bulk asbestos sampling procedures utilized for the collection of suspect ACMs first required the establishment of a homogeneous sampling area. A homogeneous sampling area is defined as an area of material of the same type (texture and color) which was applied during the same general time period. Each individual sampling area was then examined and representative samples of suspect materials were collected. The U.S. EPA has published guidelines and recommendations pertaining to surveying and sampling for friable ACMs. The guidelines were followed during the survey where appropriate. U.S. EPA publications and current regulations mainly address friable materials, such as surface finishes and structural fireproofing. The samples were analyzed by PLM with dispersion staining according to EPA Method 600/R-93/116. The PLM test is an EPA-approved analytical method for asbestos identification. The test uses the unique optical properties of mineral forms in the samples to specifically identify the various asbestos types.

Where distinct layers were present, bulk samples were collected to represent each individual layer of the suspect material. Mastic and/or other adhesive substances were included when possible. At the time of sample collection, the inspector noted material type, approximate amount, sampling locations, and condition of the materials.

Samples were labeled with an alpha-numeric identification system (HA-xx→yy), which refers to the sample homogeneous area designation assigned by the asbestos inspector. The first and second numbers (xx)→(yy) indicate the set of individual sample identification numbers for the sample material, in a range from 2 to 9 samples, depending on observed quantity of the suspect building material sampled. In the laboratory report, where distinct layers were separated under laboratory microscopic examination, the laboratory analyst provides a simple description of the layer identified following the inspector's assigned identification numbers (i.e.: tape, texture, mastic, etc.).

The surface area of the building materials sampled was adequately wetted with detergent-amended water prior to sample collection. No visible emissions were created during sampling. Samples were transported to Arrowhead Technologies, LLC (Arrowhead) in Clearwater, Florida.

4.0 RESULTS

4.1 Homogeneous Areas

During the building inspections, ARMOR, HILL's Asbestos Inspector identified the locations, quantities, and conditions of three homogeneous building materials which were suspected to contain asbestos. The following suspect materials (thought to possibly contain asbestos) were sampled during the survey, listed by homogeneous sampling number. Materials found to contain asbestos are highlighted in **bold**:

1. Spray-Applied Ceiling Texture ("popcorn-type"); white
2. Gypsum Board System Walls/Ceilings; white
3. Shingle Roofing and Underlayment; red

4.2 Analytical Results

Of the three homogeneous areas of suspect asbestos-containing material identified, none were found to contain asbestos fiber concentrations >1% by EPA Method 600/R-93/116, the EPA definition of ACM.

Consultant, inspector, and laboratory credentials are provided in **Appendix A**. Copies of the laboratory testing report and sample chain-of-custody are included in **Appendix B**.

No presumed asbestos containing materials were identified. Refer to **Section 6.0** Asbestos Recommendations for recommended actions to consider before and during the scheduled building demolitions.

5.0 LIMITATIONS

Armor, Hill and Company, Inc. prepared this asbestos survey for the City of Tavares, (Client). No Asbestos Survey can eliminate all uncertainty. Professional judgment and interpretation are inherent in the process and uncertainty is inevitable. Armor, Hill and Company, Inc. has performed its services in accordance with generally accepted practices at the time of the field work. Even when sampling is executed with an appropriate site-specific standard of care, certain conditions present especially difficult detection problems. Such conditions may include, but are not limited to, physical limitations imposed by the location and accessibility of possible ACMs, and the limitations of assessment technologies. Only reasonably accessible areas were surveyed as part of this investigation. Armor, Hill and Company, Inc. is not responsible for possible ACMs that were inaccessible and/or not located, or any consequential damages as a result thereof. The findings are relative to the date of our site visit and should not be relied upon for substantially later dates.

Measurements and sampling data only represent the site conditions at the time of the data collection and are based on observations of accessible site areas, and should not be relied on for contractor bidding or regulatory notification purposes. Armor, Hill and Company, Inc. makes no legal representations whatsoever concerning any matter including, but not limited to, ownership of any property or the interpretation of any law. Armor, Hill and Company, Inc. further disclaims any obligations to update the report for events taking place after the time during which the assessment was conducted.

This report is not a comprehensive site characterization and should not be construed as such. The opinions presented in this report are based upon the findings derived from the samples collected.

The scope of work performed herein was limited to asbestos sample collection and laboratory analysis of only the samples collected at the time of inspection, in accessible building areas as specified in our signed project Client Authorization. If conditions or materials other than those addressed in this report are encountered during the planned maintenance, renovation, or demolition activities, Armor, Hill and Company, Inc. should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein.

Armor, Hill and Company, Inc.'s evaluation was performed with limitations inherent to visual inspections, and has endeavored to meet what it believes is the applicable standard of care, and, in doing so, is obliged to advise the Client of the limitations. Armor, Hill and Company, Inc. believes that providing information about limitations is essential to help the Client identify and thereby manage its risks. Through additional testing, these risks can be mitigated - but they cannot be eliminated. Armor, Hill and Company, Inc. will, upon request, apprise the Client of the additional research opportunities available, their impact, and their cost.

As noted above, the Asbestos Survey conducted at the referenced site and this report was prepared for the use solely by the Client. This report shall not be relied upon by or transferred to any other party without the express written authorization of Armor, Hill and Company, Inc.

6.0 ASBESTOS RECOMMENDATIONS

On May 24, 2016, Armor, Hill and Company, Inc. (ARMOR, HILL) conducted a Pre-Demolition Asbestos Survey for the City of Tavares (Client) at the former Eustis Auto Repair Building, a 1,200 square-foot area improved steel/concrete masonry unit (CMU) building located in the southeast quadrant of the intersection of West Lanthe and West Alfred Streets, in Tavares, Lake County, Florida. ARMOR, HILL's Asbestos Hazard Emergency Response Act (AHERA)-certified Asbestos Inspector entered accessible areas of the subject building and collected samples of interior and exterior building materials for microscopic laboratory testing for asbestos. At the time of ARMOR, HILL's building inspection, the structure was observed to be in good condition.

PLM analytical results of the samples revealed that none of the three homogeneous areas tested (9 samples collected), none were found to contain asbestos in concentrations >1%, the EPA definition of Asbestos-Containing Materials (ACMs). Consultant, inspector, and laboratory credentials are provided in **Appendix A**. Laboratory testing results are included in **Appendix B**.

During demolition activities, there is a possibility that suspect ACMs may be encountered which have not been identified in this survey. Any materials which may be suspected to contain asbestos should not be disturbed and should be assumed to contain asbestos until they can be sampled by an AHERA-certified inspector and analyzed by an accredited laboratory.

Proper notification of the planned building demolition and a copy of this report should be submitted to the Florida Department of Environmental Protection (FDEP) at least 10 days prior to the onset date of demolition. The FDEP prefers that the notification be delivered via email at the following web link:

http://www.fldepportal.com/go/submit-registration/

Correspondence or questions may be addressed by the Ms. Mary Lawrence, the FDEP's Central District office Program Director. Ms. Lawrence may be reached at:

Florida Department of Environmental Protection
Central District
3319 Maguire Boulevard
Suite No. 232
Orlando, Florida 32803
p: 407.897.4179
e: Mary.Lawrence@dep.state.fl.us

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APPENDIX A – CERTIFICATIONS

Florida Approval FL49-0001008

Retra

Training Services

John Stump

26919 Lake Lena Lane, Mt. Dora, FL 32757

Has successfully completed the requisite training for
Asbestos Accreditation as required by TSCA Title II

ASBESTOS BUILDING INSPECTOR REFRESHER FL2847

Course Date: *January 11, 2016*

Exam Date: *January 11, 2016*

Expiration Date: *January 11, 2017*

Course Location: Tampa, Florida

Certificate Number: *RTS011116IR-03*

Instructor(s): *J.M. Bradshaw*

Course Administrator

Retra Training Services∞ Post Office Box 270010 ∞ Tampa, FL 33688 ∞ 1-888-839-3315/727-938-5459 ∞ www.retratraining.com

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

STUMP, JOHN M

26919 LAKE LENA LANE
MOUNT DORA FL 32757

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AX0000042 ISSUED: 10/06/2014

ASBESTOS CONSULTANT
STUMP, JOHN M

IS LICENSED under the provisions of Ch.469 FS.
Expiration date : NOV 30, 2016 L1410060001883

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

LICENSE NUMBER	
AX0000042	

The ASBESTOS CONSULTANT
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2016

STUMP, JOHN M

26919 LAKE LENA LANE
MOUNT DORA FL 32757

ISSUED: 10/06/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1410060001883

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200703-0

Arrowhead Technologies, L.L.C.

Clearwater, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2016-01-01 through 2016-12-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

APPENDIX B – LABORATORY REPORT AND SAMPLE CHAIN-OF-CUSTODY

ARROWHEAD TECHNOLOGIES, LLC
3151 San Bernadino St.
Clearwater, Florida 33759
813-926-2997 / mhall005@tampabay.rr.com

POINT COUNT REPORT SUMMARY

NVLAP Lab Code 200703-0

Client :	Armor Hill and Company	Lab Set No. :	004616
Project :	SE Quadrant + Alfred/Lanthe Streets Quonset	AT Job No. :	16-4616
Client Project No.:	16111	Report Date :	5/29/2016
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	5/24/2016
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600/R-93/116		

On 5/27/2016, nine (9) bulk material samples were submitted by John M Stump PG for asbestos analysis by PLM/DS.
Copies of Bulk Sample Analysis sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Sample Description / Location	Asbestos Content
004616-001	White Ceiling Texture HA1-1	None Detected-Popcorn Ceiling Treat.
004616-002	White Ceiling Texture HA1-2	None Detected-Popcorn Ceiling Treat.
004616-003	White Ceiling Texture HA1-3	None Detected-Popcorn Ceiling Treat.
004616-004	Gypsum Board Ceiling System HA2-1	None Detected-White Joint Compound None Detected-Tan DW Paper Backing None Detected-White Drywall Material
004616-005	Gypsum Board Ceiling System HA2-2	None Detected-White Joint Compound None Detected-Tan DW Paper Backing None Detected-White Drywall Material
004616-006	Gypsum Board Ceiling System HA2-3	None Detected-Tan DW Paper Backing None Detected-White Drywall Material
004616-007	Roof Shingle HA3-1	None Detected-Black Roofing Shingle
004616-008	Roof Shingle HA3-2	None Detected-Black Roofing Shingle
004616-009	Roof Shingle HA3-3	None Detected-Black Roofing Shingle

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos. EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. These samples were analyzed by Point Count.

The results may not be reproduced except in full.

ARROWHEAD TECHNOLOGIES, LLC
3151 San Bernadino St.
Clearwater, Florida 33759
813-926-2997 / mhall005@tampabay.rr.com

POINT COUNT REPORT SUMMARY

NVLAP Lab Code 200703-0

Client :	Armor Hill and Company	Lab Set No. :	004616
Project :	SE Quadrant + Alfred/Lanthe Streets Quonset	AT Job No. :	16-4616
Client Project No.:	16111	Report Date :	5/29/2016
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	5/24/2016
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600/R-93/116		

SCOPE OF THIS REPORT

These samples were obtained as a part of a building survey; this report is only intended to be used as a part of the survey report issued by the surveyor. This report explains the laboratory analysis and results. The surveyor's report explains the sampling protocol used, when the samples were obtained, the location(s) of the samples, where the materials were observed in the building, quantities of materials observed, condition of the materials and the extent of his/her survey. Sample locations and material descriptions are given by the surveyor on the chain of custody but included here (possibly abbreviated) only as a convenience for the reader.

This report may not be reproduced without written permission of Arrowhead and must be reproduced in full.

STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 or the U.S. Environmental Protection Agency method, under AHERA, for the analysis of asbestos in building materials by polarized light microscopy. The results of each bulk sample relate only to the material tested and the results shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required, Arrowhead recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst : Monte Hall, P.G.

Laboratory Director : Monte Hall, P.G.
Florida Registration No. 1658

Approved Signatory : Monte Hall

Armor, Hill and Company, Inc.
26919 Lake Lena Lane
Mount Dora, Florida 32757
Phone (352) 385-0001

TRANSMITTAL SHEET FOR BULK SAMPLE ANALYSIS
CHAIN OF CUSTODY RECORD

Lab 4616

First Positive Stop:
YES ☒
NO ☐

Project Name: SE Quadrant ALFRED/LANTHE STREETS Quonset Project Number: 16111

ARMOR, HILL Contact Info: jstump@armorhill.com Sampling Date: 5-24-16

HA #	CODE #	MATERIAL	COLOR/TYPE/DESCRIPTION	LOCATION(S)	COND.	QTY.	PLM.	OTHER
1-1→3	Ceiling Texture; white			South CMU Portion Bldg.	G	1000 ∅	X	
2-1→3	Gypsum board system ceiling; white			South CMU Portion of Bldg	G	1000 ∅	X	
3-1→3	Shingle Roof; Red			Southern CMU Portion of Bldg.	G	1200 ∅	X	

COMMENTS/SPECIAL INSTRUCTIONS:

Relinquished By: [signature] Date/Time: 5-25-16 Delivered Directly to Lab ☐
Received By: [signature] Date/Time: 5-27-16 Shipped Via: FEDEX ~~FED~~ USP

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
JUNE 15, 2016

AGENDA TAB NO. 7 **SECOND READING**
SUBJECT TITLE: **Ordinance 2016-13**
Annexation & Rezoning –Whitaker Family Partnership
Northwest Intersection S.R. 19 & Slim Haywood

OBJECTIVE:

To consider the annexation and rezoning to Highway Commercial of approximately 5.28 acres of property generally located on the northwest intersection of S.R. 19 and Slim Haywood Avenue.

SUMMARY:

The subject property consists of two parcels of property located on Slim Haywood Avenue, approximately 120 feet west of its northwest intersection with S.R. 19. The property is utilized as an orange grove and is currently zoned as Agricultural in the County. The owner, Whitaker Family Partnership, is requesting a City Highway Commercial (C-2) zoning.

The new Publix Shopping Center abuts this property to the north. The main entrance to the shopping center from Slim Haywood Avenue will cross this land. S.R. 19 is rapidly becoming a major commercial corridor for Tavares and the subject property is an obvious site for future commercial uses. It is staff's opinion that a Highway Commercial (C-2) zoning is the most compatible designation for this property.
The City is concurrently processing a future land use map amendment to re-designate the property from Lake County Urban Medium to City of Tavares Commercial on the Future Land Use Map 2020.

OPTIONS:

1. That City Council moves to approve Ordinance 2016-13.
2. That City Council moves to deny Ordinance 2016-13.

PLANNING & ZONING BOARD RECOMMENDATION:

At the June 19 meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2016-13.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2016-13.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2016-13

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 5.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHWEST INTERSECTION OF S.R. 19 AND SLIM HAYWOOD; REZONING SAID PROPERTY FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES HIGHWAY COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the property is currently zoned Agricultural in Lake County and the applicant has requested that said property be rezoned to a City designation of Highway Commercial (C-2); and,

WHEREAS, the City is concurrently processing a large scale future land use map amendment to re-designate the property from Lake County Urban Medium to a City of Tavares Commercial designation on the Future Land Use Map; therefore

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

ATTEST:

_____

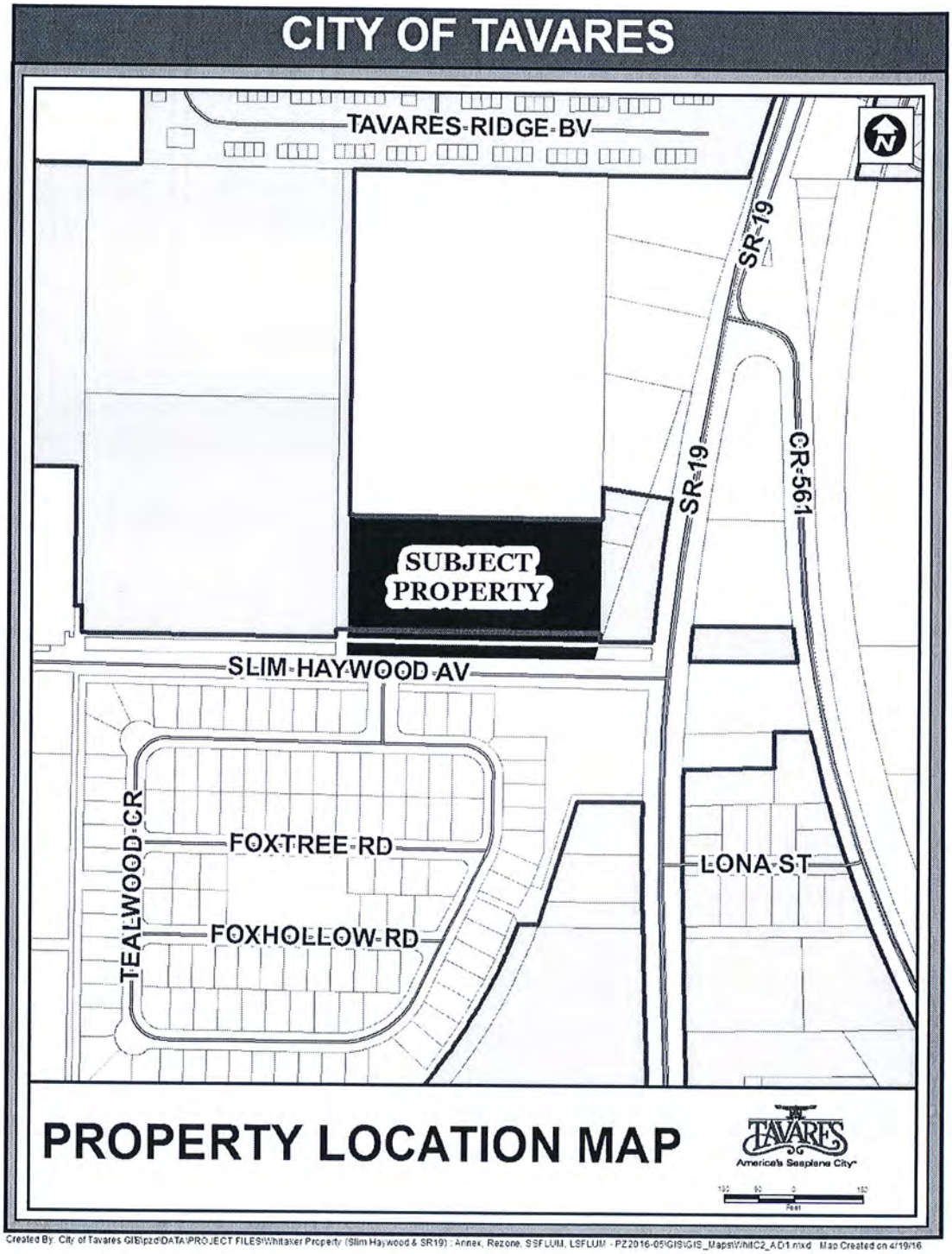
Nancy Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Robert Q. Williams, City Attorney

EXHIBIT A



Created By: City of Tavares GIS\pzd\DATA\PROJECT FILES\Whitaker Property (Slim Haywood & SR19) : Annex, Rezone, SSFLUM, LSFLUM - PZ2016-05\GIS\GIS_Maps\WhitC2_AD1.mxd Map Created on 4/19/16

allowable density to medium density residential which allows 12 dwelling units per acre. Staff recommends the Planning and Zoning Board moves to recommend approval of Ordinance 2016-22.

DISCUSSION

Chairman Santoro asked if anyone in the audience wished to speak.

Chairman Santoro asked for comments and questions from the Board.

MOTION

Richard Root moved for the adoption of Ordinance 2016-22, seconded by Norb Thomas. The motion carried unanimously 4-0.

3. **Whitaker Property (Slim Haywood Ave.) - Annexation, Rezoning – Whitaker Family Partnership – 5.28 Acres on Norwest Intersection SR19 and Slim Haywood - Recommendation on Ordinance 2016-13**

Mr. Skutt provided the following testimony:

This is the introductory ordinance for the next 8 ordinances for property owned by the Whitaker Family and located in the vicinity of SR 19 and the new Publix Shopping Center. Most, if not all, of these lands are presently used for agricultural purposes. For convenience, rather than doing separate ordinances for each parcel, they have been clumped together with similar zoning and similar land uses. The proposed ordinances have attached location maps that indicate where the properties are located. Accurate legal descriptions have not been obtained but will be received before being presented to the City Council. There are many of right of ways and easements that make surveying a little more difficult than the norm.

The subject property for Ordinance 2016-13 consists of two parcels of property located on Slim Haywood Avenue, approximately 120 feet west of its northwest intersection with SR19. The property is utilized as an orange grove and is currently zoned as Agricultural in the County. The owner, Whitaker Family Partnership, is requesting a City Highway Commercial (C-2) zoning. The new Publix Shopping Center abuts this property on the north. The main entrance to the shopping center from Slim Haywood Avenue will cross this land. SR19 is rapidly becoming a major commercial corridor for Tavares and the subject property is an obvious site for future commercial uses. It is staff's opinion that a Highway Commercial (C-2) zoning is the most compatible designation for this property. The City is concurrently processing a future land use amendment to re-designate the property from Lake County Urban Medium to City of Tavares Commercial on the Future Land Use Map 2020. Staff recommends that the Planning and Zoning Board moves to recommend approval of Ordinance 2016-13.

DISCUSSION

Chairman Santoro asked if anyone in the audience wished to speak. William Ray, Ray and Associates, representative for the Whitaker family, said that he and the applicant concur with staff findings and have been working with staff over a number of months to come up with this proposed annexation and rezoning plan and change of future land use. Mr. Ray asked the Board to support the request and said he is available for questions.

Chairman Santoro asked for comments and questions from the Board. Chairman Santoro asked if there is an existing easement for the Publix driveway. Mr. Ray confirmed that the easement has been recorded for ingress/egress and was a part of the Publix approval process. He said utility and gas lines were also included in the easement to accommodate future development of the adjoining properties. Mr. Ray said the subject property will be developed with compatible commercial uses and support services to the Publix and will not be developed as a competitive grocery store.

MOTION

Norb Thomas moved for the approval of Ordinance 2016-13, seconded by Richard Root. The motion carried unanimously 4-0.

4. **Whitaker Property (Slim Haywood Ave.) - SSFLUM – Whitaker Family Partnership – 5.28 Acres on Northwest Intersection SR19 and Slim Haywood - Recommendation on Ordinance 2016-14**

Mr. Skutt provided the following testimony:

Ordinance 2016-14 is the companion to the previously annexation (Ordinance 2016-13) and proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan. The subject property is 5.6 acres in size, located approximately 150 feet west of the northwest intersection of SR19 and Slim Haywood Avenue. This ordinance would amend the current Future Land Use Designation from Lake County Urban Medium Density to City Commercial. The commercial designation is the only designation that is compatible with the C2 Highway Commercial and staff recommends that the Planning and Zoning moves to recommend approval of Ordinance 2016-14.

Chairman Santoro asked if anyone in the audience wished to speak.

William Ray, Ray and Associates, representative for the applicant, concurred with staff findings and asked that the Board support their request.

Chairman Santoro asked for comments and questions from the Board.

DISCUSSION

Lou Buigas moved to recommend approval of Ordinance 2016-14, seconded by Norb Thomas. The motion carried unanimously 4-0.

MOTION

5. **Whitaker Property (Slim Haywood Ave.) - Annexation, Rezoning - Whitaker Family Partnership – 9.8 Acres on the North Side of Slim Haywood Avenue - Recommendation on Ordinance 2016-15**

Mr. Skutt provided the following testimony:

The subject property consists of two parcels (9.8 acres) of property located on the north side of Slim Haywood Avenue, approximately 800 feet west of the intersection of SR19. The property is presently used for agricultural purposes (orange groves). The property is currently zoned Agricultural in Lake County and the owner is requesting a Mixed Use (MU) zoning. The new Publix Shopping Center is adjacent and east of this property. The applicant at this time envisions a mixture of residential and commercial uses that

Orlando Sentinel

Publication Date: 05/09/2016

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Ad Number: 4162075-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W
Client Name: City of Tavares
Advertiser:
Section/Page/Zone: Lake Zone/E003/LAK
Description: Ordiance No. 2016-13-14

LAKE THINGS TO DO

Continued from Page B2

Details: 352-222-1602 or 386-301-5093.

SOUTH LAKE BASS ANGLERS Fishing Club is seeking new members. Boaters and nonboaters welcome. The club meets once a month and fishes the third Saturday of every month. Details: southlakebassanglers.com or call Al Smith, 352-396-6361.

LAKE COUNTY BASS TRACKERS has its monthly tournament on the second Saturday of each month on the waters of Central Florida. We meet and draw on the first Wednesday of the month at Umatilla City Hall. Boaters and nonboaters are invited to join and fish with us. Dues: $20 a year. Details: Go to bit.ly/RVtmPj or call Marty, 305-301-8734.

TRI-COUNTY FLY FISHERS CLUB meets the third Wednesday of the month in Wildwood Community Center, 6300 County Road 139 (Powell Road), 5:30 to 8 p.m. Fly-tying, fly-casting and rod-building are taught by qualified instructors. Local fishing opportunities are discussed. Saltwater- and freshwater-fishing excursions are planned each month. Details: Larry Nazzaro, 352-552-7988, or email lnnazzaro@comcast.net.

Golf

PLANTATION AT LEESBURG MEN'S GOLF ASSOCIATION invites men in the area to join them on Tuesday mornings on the Otter Creek course. Annual due: $15. Weekly fee: $2 for game prizes. Once a month social after golf. A GHIN handicap is needed (pro shop can help you establish one). Details: 352-365-0526.

MEN'S SENIOR GOLFERS are invited to play with the Green Valley Country Club's men's association on Wednesday mornings. Fee: $7 plus greens fees each week. entire fee is returned to the winners. Handicaps are helpful or you can establish a handicap if necessary. Details Guy Craig 352-394-1570, or Mike O'Bryan 352-241-4247. The club is on State Road 50 between Clermont and Groveland.

SOUTH LAKE MEN'S GOLF LEAGUE is looking for members who enjoy competitive golf, every Thursday morning at 8:30 at various courses within a 20-mile drive of Clermont. Weekly prizes for skins and net scores. Three rounds establish handicap. Annual dues: $25. One-week trial for green fees only. Details: Steve Maples at semaples@gmail.com or call 407-257-6403.

CLERMONT MEN'S SENIOR GOLF LEAGUE offers year-round golf in league or open play. Handicaps will be established according to USGA rules. All dues go to prize money at the end of the year. Details: Ken Dudash (352-243-2765) or e-mail amdudash@aol.com

Kayaking

KAYAK lessons, rentals and eco-tours in Lake County with Oak Orchard Canoe and Kayak of Waterport, N.Y. Ages 10 and older. Sit-in and sit-on models for off-premises rentals or on private sandy beach. $55-$70 per boat. Details: wfinley2133@yahoo.com or 352-272-9561.

KAYAK CLERMONT'S wilderness at Crooked River Reserve near U.S. Highway 27 and Lake Louisa Road. Equipment, shuttle included. Fee: $75 per person. For appointments: 352-272-9561 or wfinley2133@yahoo.com.

Submit information by fax at 352-742-5938 or by emailing dmanis@tribune.com.

MOVIES IN LAKE

Political interference in the Avengers' activities causes a rift between former allies Captain America and Iron Man in "Captain America: Civil War," new in theaters. The movie stars Chris Evans, Robert Downey Jr., and Scarlett Johansson.

Or in honor of Mother's Day, consider taking in the movie "Mother's Day," with Julia Roberts, Jennifer Aniston and Kate Hudson.

Here is a listing of local movie theaters and contact information to find about what's playing.

Clermont

EPIC Theatre
Clermont Landing
2405 S. U.S. Highway 27
352-242-6684
epictheatres.com

Leesburg

AMC ViaPort Florida 12
ViaPort Florida
10401 U.S. Highway 441
888-262-4386
viaportflorida.com/movie-times

The Villages

■ Rialto Theatre
The Villages Town Square
1105 Alonzo Ave. (off U.S. Highway 441-27)
352-259-111
thevillagestheatres.com/RIALTO

■ Old Mill Playhouse
Lake Sumter Landing Market Square
1000 Old Mill Run (south of County Road 466 in Sumter County)
352-259-111
thevillagestheatres.com/PLAYHOUSE

■ Barnstorm Theater
Brownwood Paddock Square
2720 Brownwood Blvd. (off State Road 44 in Sumter County)
Schedule not provided by theater; call theater for movies and times.
352-259-111
thevillagestheatres.com/BARNSTORM.html

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 2016-13 and Ordinance 2016-14 titled as follows:

ORDINANCE 2016-13

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 8.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHWEST INTERSECTION OF S.R. 19 AND SLIM HAYWOOD; REZONING SAID PROPERTY FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES HIGHWAY COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-14

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 8.6 ACRES OF LAND GENERALLY LOCATED ON THE NORTHWEST INTERSECTION OF S.R. 19 AND SLIM HAYWOOD AVENUE FROM COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2016-13 and Ordinance 2016-14 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on May 19, 2016, at 3 p.m.; and
2. Tavares City Council meeting on June 1, 2016, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on June 15, 2016, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2016-13 and Ordinance 2016-14 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 meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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

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

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-15 and Ordinance 2016-16 titled as follows:

ORDINANCE 2016-15

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 9.8 ACRES LOCATED ON THE NORTH SIDE OF SLIM HAYWOOD AVENUE APROXIMATELY 600 FEET WEST OF THE INTERSECTION OF S.R. 19 AND SLIM HAYWOOD AVENUE FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES MIXED USE (MU); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-16

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 APROXIMATELY 9.8 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF SLIM HAYWOOD AVENUE APPROXIMATELY 600 FEET WEST OF THE INTERSECTION OF S.R. 19 AND SLIM HAYWOOD AVENUE; FROM COUNTY URBAN LOW DENSITY TO CITY MIXED USE COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2016-15 and Ordinance 2016-16 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on May 19, 2016, at 3 p.m.; and
2. Tavares City Council meeting on June 1, 2016, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on June 15, 2016, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2016-15 and Ordinance 2016-16 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 meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-17 and Ordinance 2016-18 titled as follows:

ORDINANCE 2016-17

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 36 ACRES OF LAND CENTRALLY LOCATED APPROXIMATELY 600 FEET NORTH OF SLIM HAYWOOD AVENUE AND 1600 FEET WEST OF S.R. 19, REZONING SAID PROPERTY FROM LAKE COUNTY AGRICULTURAL (A) TO CITY OF TAVARES MIXED USE (MU); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-18

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 36 ACRES OF LAND CENTRALLY LOCATED APPROXIMATELY 600 FEET NORTH OF SLIM HAYWOOD AVENUE AND 1600 FEET WEST OF S.R. 19; FROM COUNTY URBAN LOW DENSITY TO CITY MIXED USE NEIGHBORHOOD; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2016-17 and Ordinance 2016-18 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on May 19, 2016, at 3 p.m.; and
2. Tavares City Council meeting on June 1, 2016, at 4 p.m. (Introduction and First Reading by Title Only – Ord. 16-17); and
3. Tavares City Council meeting on June 15, 2016, at 4 p.m. (Second Reading – Ord. 16-17, Transmittal Hearing – Ord. 16-18)
4. Tavares City Council Second Reading for Ord.16-18 will follow completion of State review.

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

Proposed Ordinance 2016-17 and Ordinance 2016-18 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 meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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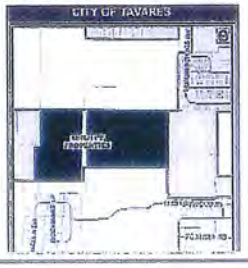
Please direct any questions on this proposed ordinance to Jacques Skuit, Community Development Director, at 742-6404.