

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA ITEM NO. 4

SUBJECT TITLE: Extension of the Interlocal Agreement Relating to the Provision of Library Services Between the Lake County Board of County Commissioners and the Lake County Library System Member Library Governing Bodies.

OBJECTIVE: To consider approving a one-year extension of the existing Interlocal agreement held between the City of Tavares and Lake County government to provide library services to the community.

SUMMARY:

The City of Tavares has enjoyed a strong working relationship with Lake County government for the provision of library services for several years now. Based on a prescribed formula, it is anticipated that the City of Tavares will receive funding support in Fiscal Year 2011 in the amount of \$122,564.00, unless there is a decrease in total circulation.

By way of history, the "Member" Library Directors approved the requested extension on January 28, 2010, and on April 15, 2010, the Lake County Library System Advisory Board voted to recommend the one-year extension to the Board of County Commissioners.

Without this extension, the existing agreement will expire on September 30, 2010.

OPTIONS:

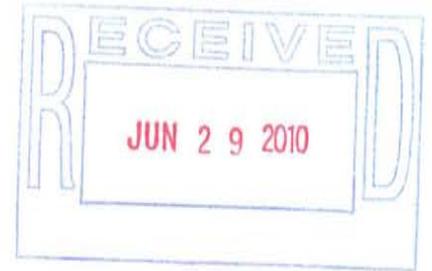
- 1) Approve the one-year extension to the existing Interlocal Agreement
- 2) Do not approve the one-year extension

STAFF RECOMMENDATION:

Move to approve the one-year extension to the existing Interlocal Agreement between Lake County Board of County Commissioners and the Lake County Library System member library governing bodies for the provision of library services to the community.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency



June 28, 2010

John Drury, City Administrator
City of Tavares
Post Office Box 1068
Tavares, FL 32778-1068

Dear Mr. Drury:

As you know, the relationship between Lake County Library System and its nine member libraries is maintained by interlocal agreements between Lake County and the municipalities governing those libraries. Those agreements expire September 30, 2010.

Primarily because of current economic uncertainties, I have requested that all of the interlocal agreements be extended one year. January 28, 2010, the library directors approved this request, and April 15, 2010, the Lake County Library System Advisory Board voted to recommend the one-year extension to the Board of County Commissioners. The recommendation will go before the BCC August 3, 2010.

Enclosed are two copies of the extension amendment drafted by the County Attorney's Office. Please place the amendment on your council's agenda at your earliest convenience. Upon approval and execution, please return one original to my attention.

If you have questions, or if your copy of the interlocal agreement is not at hand, please do not hesitate to contact me at 352-253-6168 or tmerchant@lakeline.lib.fl.us.

Although these are difficult times financially, I look forward to working with you and our other member library municipalities to bring the best possible library services to the residents of Lake County.

Sincerely,

Thomas L. Merchant
Library Services Director

cc: Welton G. Cadwell, Chairman, Lake County Board of County Commissioners
Linda Stewart, District 4 Commissioner and Library Liaison
Wendy Breeden, Public Resources Director
Beth Sindler, Director, Tavares Public Library

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF TAVARES
RELATING TO PROVISION OF LIBRARY SERVICES**

This is an Amendment to Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and the City of Tavares, a municipal corporation located in Lake County, Florida, hereinafter referred to as MUNICIPALITY, by and through its City Council.

WITNESSETH:

WHEREAS, the COUNTY and the MUNICIPALITY did enter into an Interlocal Agreement for provision of library services, hereinafter referred to as "Agreement"; and

WHEREAS, the Agreement will expire on September 30, 2010; and

WHEREAS, COUNTY and MUNICIPALITY now desire to amend the Agreement to provide library services for an additional one (1) year period and provide for appropriation of funds for the additional year.

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

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Amendment

2.1 On the terms and conditions set forth in the Agreement, the term shall extend for an additional one (1) year period, with such extension period beginning October 1, 2010 and ending September 30, 2011.

2.2 The first sentence of Section 13(B), entitled Appropriation of County Funds for Municipality, shall be amended to read as follows: For Fiscal Years 2008-2009, 2009-2010 and 2010-2011, MUNICIPALITY shall receive the amount allocated for Fiscal Year 2007-2008 plus twenty-five cents (\$.25) for each additional circulation over total circulation in Fiscal Year 2005-2006.

2.3 All other provisions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Interlocal Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signed by and through its Chairman, authorized to execute same by Board Action on the ____ day of _____, 2010, and MUNICIPALITY, duly authorized to execute same by action on the ____ day of _____, 2010.

ATTEST:

MUNICIPALITY

Name: _____
Title: _____

Name: _____
Title: _____

This _____ day of _____, 2010.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

Welton G. Cadwell, Chairman

This _____ day of _____, 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA TAB NO 5

SUBJECT TITLE: Ordinance #2010-12 – Charter Referendum to Extend Council Terms – First Reading

OBJECTIVE:

To consider the approval of Ordinance #2010-12 to place a charter referendum on the 2010 election ballot

SUMMARY:

At the previous Council Meeting, Council directed staff to develop a charter referendum ordinance for the upcoming election to extend the council terms from two years to four years.

If passed the election candidates for 2010 would receive a four year term to 2014; the candidates whose terms are up for reelection in 2011 would have those terms extended to the 2012 election

OPTIONS:

- 1) Move to approve Ordinance #2010-12 to place a charter referendum on the ballot in 2010 to extend the councilmember terms to four years
- 2) Do not approve Ordinance #2010-12

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY: Legally sufficient

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ORDINANCE 2010 - 12

AN ORDINANCE AMENDING THE CITY OF TAVARES CHARTER PERTAINING TO TERMS AND ELECTIONS OF COUNCILMEMBERS; CHANGING THE TERM OF OFFICE FOR COUNCILMEMBERS FROM TWO (2) YEARS TO FOUR (4) YEARS; PROVIDING FOR MUNICIPAL ELECTIONS IN EVEN NUMBERED YEARS; PROVIDING FOR TRANSITION; PROVIDING FOR A REFERENDUM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 1984, the Tavares City Charter was substantially amended to provide for a council-manager form of government, and

WHEREAS, under the 1984 Charter, councilmembers run for election at large and are elected to office for a two (2) year term; and

WHEREAS, the City Council desires to place on the ballot at the upcoming general election in November a proposed amendment to the Tavares City Charter providing for the extension of councilmember terms from two (2) years to four (4) years; and

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

Articles III and X of the City of Tavares Charter are hereby amended to provide as follows:

Section 3.01. City Council; powers and composition.

There shall be a city council of five (5) members who shall be electors of the city, elected by the electors of the city. All powers of the city shall be vested in the council, except as otherwise provided by law or this Charter, and the council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law.

Section 3.02. Qualifications.

An elector of the city shall be eligible to hold the office of city councilmember. The council shall be the judge of the election and qualifications of its members.

Section 3.03. Election and terms.

Terms for newly elected councilmembers shall commence at the first regular meeting following the general municipal election. The members of the city council shall hold their office for the term of ~~two (2)~~ four (4) years or until their successors are elected and qualified.

Section 3.04. Mayor and vice mayor.

47
48 The council shall elect from its members, a mayor and vice mayor. Election of the
49 mayor and vice mayor shall be held annually at the first regular meeting following the first
50 Tuesday in November. The city administrator shall conduct the election of the mayor. The
51 mayor shall preside at meetings of the council, and shall have the power to enforce such
52 rules as may be adopted by the council for its government, and shall be recognized as the
53 head of city government for service of process, execution of contracts, deeds and other
54 documents, and as the city official designated to represent the city in all agreements with
55 other governmental entities or certifications to other governmental entities, but shall have no
56 administrative duties except as required to carry out the responsibilities herein. The vice
57 mayor shall act as mayor during the absence or disability of the mayor.
58

59 **Section 3.05. Vacancies; forfeiture of office; filling of vacancies.**

60
61 (a) Vacancies. The office of a councilmember shall become vacant upon death,
62 resignation, removal from office in any manner authorized by law or forfeiture of the office,
63 such forfeiture to be declared by the remaining members of the council.
64

65 (b) Forfeiture of office. A councilmember shall forfeit the office if the member lacks
66 at any time during the term of the office, any qualification for the office prescribed by this
67 Charter or by law, or if the member fails to attend four (4) consecutive regular council
68 meetings. A member charged with conduct constituting grounds for forfeiture of the office
69 shall be entitled to a public hearing on demand before the city council, and notice of such
70 hearing shall be published in one (1) or more newspapers of general circulation in the city at
71 least one (1) week in advance of the hearing. A member may be removed from office upon
72 an affirmative vote of four-fifths of all councilmembers.
73

74 (c) Filling of vacancies. Should a vacancy occur on the city council, the mayor shall
75 appoint an elector of the city to fill the vacancy. This appointment is subject to the approval
76 by a majority of the remaining members of the city council. The appointee approved in such
77 a manner shall serve in the office until the next general city election at which time a
78 councilmember shall be elected for the unexpired portion of the existing term or to a full
79 term, whichever is applicable.
80

81 **Section 3.06. Procedure.**

82
83 (a) Meetings. The council shall meet regularly at least once in every month at such
84 times and places as the council may prescribe by rule. Special meetings may be held on the
85 call of the mayor, or of a majority of the members and, whenever practicable, upon no less
86 than twelve (12) hours' notice to each member and the public.
87

88 (b) Rules. The council shall determine its own rules and order of business.
89

90 (c) Voting. Voting on ordinances and resolutions shall be by roll call on final action
91 and shall be recorded in the minutes. A majority of the council shall constitute a quorum; but
92 a smaller number may adjourn from time to time and may compel the attendance of absent

93 members in the manner and subject to the penalties prescribed by the rules of the council.
94 No action of the council shall be valid or binding unless adopted by the affirmative vote of the
95 majority of a quorum present.
96

97 **Section 10.01. Nonpartisan elections.**
98

99 All qualifications and elections for the office of city council shall be conducted on a
100 nonpartisan basis without regard for or designation of political party affiliation of any nominee
101 on any nomination petition or ballot.
102

103 **Section 10.02. Qualifications.**
104

105 Candidates for the office of city council shall qualify for such office by the filing of a
106 written petition with the designated city official in the following manner:
107

108 Any elector of the city may qualify for election as a councilmember at large by a
109 petition signed by twenty-five (25) or more electors of the city. The signatures to a petition
110 need not all be affixed to one (1) paper, but to each separate paper of a petition, there shall
111 be attached an affidavit executed by its circulator stating the number of signers of the paper,
112 that each signature of it was affixed in the elector's presence, and that the elector believes
113 each signature to be the genuine signature of the person whose name it purports to be.
114 Each petition shall name the individual, the office sought, and the election date. Each
115 candidate so qualified, shall sign a sworn statement that the candidate shall serve if elected.
116 The signatures shall be executed in ink or indelible pencil. Each signed shall indicate next
117 to the signature, the date of the signing and place of residence.
118

119 Candidates must file the petition by noon on August 15 prior to the date of election. If
120 this day should fall on a Saturday, a Sunday or a legal holiday, then the petition is required to
121 be filed by noon on the next working day following August 15.
122

123 **Section 10.03. Form of ballots.**
124

125 The council by ordinance, shall prescribe the form of the ballot including the method
126 for listing candidates for city council elections and any other city election. A Charter
127 amendment, to be voted on by the city, shall be presented for voting by ballot title. The ballot
128 title of a measure may differ from its legal title and shall be a clear, concise statement
129 describing the substance of the measure without argument or prejudice. There shall be a
130 method by which voters can indicate "Yes" for approval, or "No" for disapproval of ballot
131 items.
132

133 **Section 10.04. Elections.**
134

135 (a) General election. A general election shall be held on the first Tuesday after the
136 first Monday in November of each even-numbered year to choose a successor to each
137 councilmember whose term will expire before the next general election and, except as

138 provided in the city Charter, to fill each vacancy in elective office for the unexpired portion of
139 the term.

140
141 (b) Council positions. For council positions, if only one (1) council position is up for
142 election, the candidate who receives the highest number of votes cast for the office shall be
143 declared elected. If two (2) council positions are up for election, the two (2) candidates who
144 receive the highest number of votes cast for the office shall be declared elected. If three (3)
145 council positions are up for election, the three (3) candidates who receive the highest
146 number of votes cast for the office shall be declared elected. In case two (2) or more
147 persons shall receive an equal number of votes for the same office, a runoff election shall be
148 held on the fourteenth day after the general election. In the event it is necessary to elect a
149 councilmember to fill the remainder of an unexpired term pursuant to Section 3.06(c), the
150 candidate receiving the third or fourth highest number of votes (depending upon the number
151 of two-year positions that are up for election) shall be declared elected to fill the remaining
152 unexpired term. For instance, if two (2), two year council seats and one(1) one year
153 unexpired council term are all up for election, the two (2) candidates receiving the highest
154 number of votes shall be declared elected to the two year council seats, and the candidate
155 receiving the third highest number of votes shall be declared elected to fill the one year,
156 unexpired term.

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158 **TRANSITIONAL PROVISIONS.**

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160 In the event Charter Referendum #1 is approved by the voters at the November,
161 2010, election, the Councilmembers elected in November, 2010, shall serve four (4) year
162 terms. The current terms of those Councilmembers not standing for election in November,
163 2010, shall be extended until the general election in November 2012, at which time those
164 Councilmembers shall stand for election to a four (4) year term. Councilmembers elected
165 thereafter shall serve four (4) year terms.

166
167 The Charter amendments set forth in this Ordinance shall become effective on
168 November __, 2010, at the adjournment sine die of the regular council meeting held that
169 date, only if they are approved by a majority of the City of Tavares electors voting at the
170 November, 2010 general election. The Charter amendment referendum questions are
171 independent of one another, and any or all of them may approved by the electors. The
172 following referendum questions shall be placed on the ballot for that election:

173
174 **CHARTER REFERENDUM #1**

175
176 DO YOU FAVOR AN AMENDMENT TO THE CITY OF TAVARES CHARTER
177 THAT WOULD EXTEND THE TERM OF COUNCILMEMBERS FROM TWO
178 (2) YEARS TO FOUR (4) YEARS?

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180 _____ YES FOR APPROVAL

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182 _____ NO FOR DISAPPROVAL

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PASSED AND ORDAINED this _____ day of _____,
2010, by the City Council of the City of Tavares.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

Passed First Reading _____

Passed Second Reading _____

Approved as to form:
City Attorney

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA TAB NO. 6

SUBJECT TITLE: Mayors Recommendation On City Administrator's Annual Compensation Adjustment

OBJECTIVE: To adjust the City Administrator's annual compensation.

SUMMARY: Previously Council voted to have the Mayor negotiate the City Administrator's annual compensation adjustment. The Mayor completed the negotiations and provided a memo dated June 1, 2010 to each Council member outlining his recommendation and the reasons for that recommendation. The Council discussed the recommendation at their July 7th Council meeting and voted to have the Mayor re-negotiate a lower compensation package. The Mayor has re-negotiated a lower compensation package for the Council's consideration and will present it at the meeting for Council consideration.

OPTIONS:

1. Move to accept the recommendation and authorize the City Attorney to develop a contract amendment reflecting the recommendation and authorize the mayor to execute the contract amendment.
2. Do not accept the recommendation.

MAYORS RECOMMENDATION:

That council move to accept the recommendation and authorize the City Attorney to develop a contract amendment reflecting the recommendation and authorize the Mayor to execute the contract amendment.

FISCAL IMPACT: The recommendation would be incorporated into next fiscal year's budget (FY 11) and would not take effect until October 1, 2010.

LEGAL SUFFICIENCY: Legally sufficient.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: JULY 21, 2010**

AGENDA ITEM NO: 7

SUBJECT TITLE: Approval of Contract to host Bass Pro Shop Crappie Masters 2011 Florida State Championship tournament

OBJECTIVE:

To have City Council approve the attached contract to host the Bass Pro Shop Crappie Masters 2011 State Championship at Wooton Park from January 26 -29, 2011.

SUMMARY:

For the last three years, the City of Tavares in partnership with the Lake County Tourist Development Council (TDC) has hosted the Bass Pro Shop Crappie Masters State Championship at Wooton Park.

As outlined in the attached contract, it is proposed that the City and the TDC again host this event in 2011. The estimated cost to host the event is \$15,000 in host fees and an estimated \$2,500 for other expenses. The TDC has committed to providing half of the host fee of \$7,500. The City's share of expenses would be an estimated \$10,000 and would be covered by 2010 – 2011 CRA-TIF revenues.

With regard to the 2009 State Championship, based on surveys of 52 anglers (62 boats in tournament), the total economic impact (hotel rooms, food, and other expenses) based on the number of days stayed in the community (this number varies per survey) was \$153,375 times an economic multiplier of 3.5 results in an estimated dollar impact of \$536,812.

Staff is requesting that Council approve the attached contract for the City to host the Bass Pro Shop Crappie Masters 2011 Florida State Championship at Wooton Park.

OPTIONS:

1. To approve the attached contract to host the Bass Pro Shop Crappie Masters 2011 Florida State Championship at Wooton Park
2. To not approve the attached contract.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached contract to host the Bass Pro Shop Crappie Masters 2011 State Championship and to provide the needed estimated funds of \$10,000 from the 2010 – 11 CRA – TIF fund budget.

FISCAL IMPACT:

The estimated City out-of-pocket expenditures of \$10,000 will be covered by 2010 – 11 CRA – TIF revenues.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached contract.



"The Guarantee Says It All"

Promote
Enhance
Preserve

CONTRACT

Host 2011 Florida State Championship Harris Chain of Lakes

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. CRAPPIE MASTERS shall: conduct a crappie tournament on the dates of **January 28 & 29, 2011** with the following schedule: Jan 26 Media Fish Off, Jan 27-Registration-Seminar and & Jan 28 & 29 Competition, Jan 29 also Kids Rodeo. CRAPPIE MASTERS in connection with said tournaments shall:

- (A) Be responsible for all expenses incurred in connection with travel and telephone, advertising and national promotion activities, printing of brochures and salaries related to stated tournament.
- (B) Provide rules and regulations for said tournament, soliciting and acquiring all entries for said tournament.
- (C) Arrange for all pairing of press and observers as needed.
- (D) Provide all press coverage for event.
- (E) Design, arrange, print and distribute the official brochure for the stated crappie tournament and be responsible for the sale of advertising.
- (F) Brief, supervise and instruct all personnel working in connection with the crappie tournament.
- (G) Provide additional services and agreements as follows: CRAPPIE MASTERS shall guarantee a minimum **100%** payback in cash and prizes to the anglers for the Tournament regardless of the number of entries.
- (H) Provide media tournament on Thursday January 26th.
- (I) Provide two full-page ads (one for Lake County and one for SPONSOR) in national catalogue.
- (J) Provide web site link for the year.
- (K) Provide poster and brochure distribution throughout the tournament trail.
- (L) Guarantee 65 boats for the two day tournament.
- (M) Refund to SPONSOR \$100 per boat for anything less than 65 boats on January 28, 2011. This amount shall be deducted from the amount payable to CRAPPIE MASTERS from SPONSOR under this Contract.

Paul Alpers, President: 573-280-8020

Bobby Brown, Vice President: 417-532-0244

Crappie Masters, Inc. - P.O. Box 989 - Lebanon, MO. 65536 - email:crappiemasters@gmail.com

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 21, 2010**

AGENDA TAB NO. 8

SUBJECT TITLE: Signing and Commemoration of City Alleyways

OBJECTIVE:

To discuss the options for signing and commemoration of Tavares' Alleyways.

SUMMARY:

On June 2nd, Council approved and assigned names to the City's downtown alleyways. The alleyways were named after famous seaplane aviators and after pioneering families that have made a historical impact on Tavares. Staff is seeking guidance from Council to enable the development of a consistent, implementation plan to be applied towards the signage and commemoration of all of our downtown named alleyways.

Alleyway Facts to Consider:

1. There are 15 named alleyways within our Downtown.
2. 11 of these alleyways span at least one block. Several span more than one block.
Combined, there are more than 50 alleyway/road intersections.
3. The width of the alleyways in most instances is 12 feet. Available road right-of-ways for signage at alleyway/road intersections vary, but sidewalks and mature trees will restrict the location and size of a sign structure at many intersections.
4. Traditionally, alleyways provide a convenient pathway for utilities, trash collection and rear yard access thus allowing more flexibility in creating an inviting, neighborhood appearance along the property's street frontage.
5. To date we have improved two alleyways with attractive, pervious brick pavers (Marie King & Henri Fabre Alleyways). A contract has been awarded to improve three more.

Guidance requested to enable formulation of implementation plan:

1. Number of identification signs per alleyway.

The majority of alleyways intersect multiple streets. Since the alleyways are not functional roads and since no properties are addressed on the alley, it is not legally necessary to sign each intersection. Staff recommends that each alleyway be identified with one identification sign, the location being guided by the available space.

2. Mounting of identification signs.

Street signs within our downtown are presently mounted on standard, galvanized poles. Given the expense and effort that the city has put forth to beautify our alleyways and downtown, staff is recommending that a mounting post be chosen that more closely

matches the traditional downtown environment that we are working towards. Examples of upscale, aluminum posts that generate a more historic feel are attached to this report.

3. Color of identification signs.

The City can use any color scheme. It is not mandatory that we use only those colors that are part of our brand. It has been suggested that white signs with black letters present a more historic appearance and this color scheme matches the coloring of our police vehicles. Examples of different color schemes are attached to this report.

4. Letter Font.

Since the alleyways are not streets, it is not mandatory that the typical block font be used. An italic font could be used and may lend itself more to the historic nature of the alleyways. Examples of various fonts are attached to this report.

5. Historic Plaque.

Council has suggested that historic plaques are needed to commemorate the individual after whom the alleyway is named. Mounting the plaque securely to the sign pole without degrading the appearance of the pole or plaque may present a challenge. Staff has attached examples of several plaques that could possibly be mounted to the sign pole. The limited ground space available at alleyway intersections would make it difficult to plant an additional mount just for the commemorative plaque. Alternatively, rather than physically mounting a plaque on each alleyway, historic information concerning the honored individuals could be placed on our website and upon pamphlets that could be distributed from city hall. Another option may be to have one large plaque centrally located in our downtown that speaks about all of city pioneers. Examples of these are attached. If this option is chosen, staff will further explore the design and location and bring the matter back to Council for consideration at a later date.

OPTIONS

1. That City Council discusses options provided in this report so that an implementation plan for alleyway signing can be completed.
2. That City Council takes alternative action.

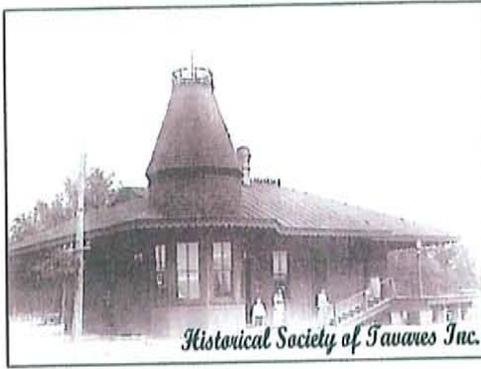
STAFF RECOMMENDATION

That City Council provides guidance to staff concerning the signing of City Alleyways so that staff can develop and implement a plan to accomplish this task.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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



Historical Society of Tavares Report

Proposed Names for the Tavares Alleyways

Officers and Board Members

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

Proposed Names for Tavares Alleyways

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

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

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

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

The Tavares Pioneers represented have descendants still living.

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

* * * * *

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

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

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

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

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

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

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

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

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

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

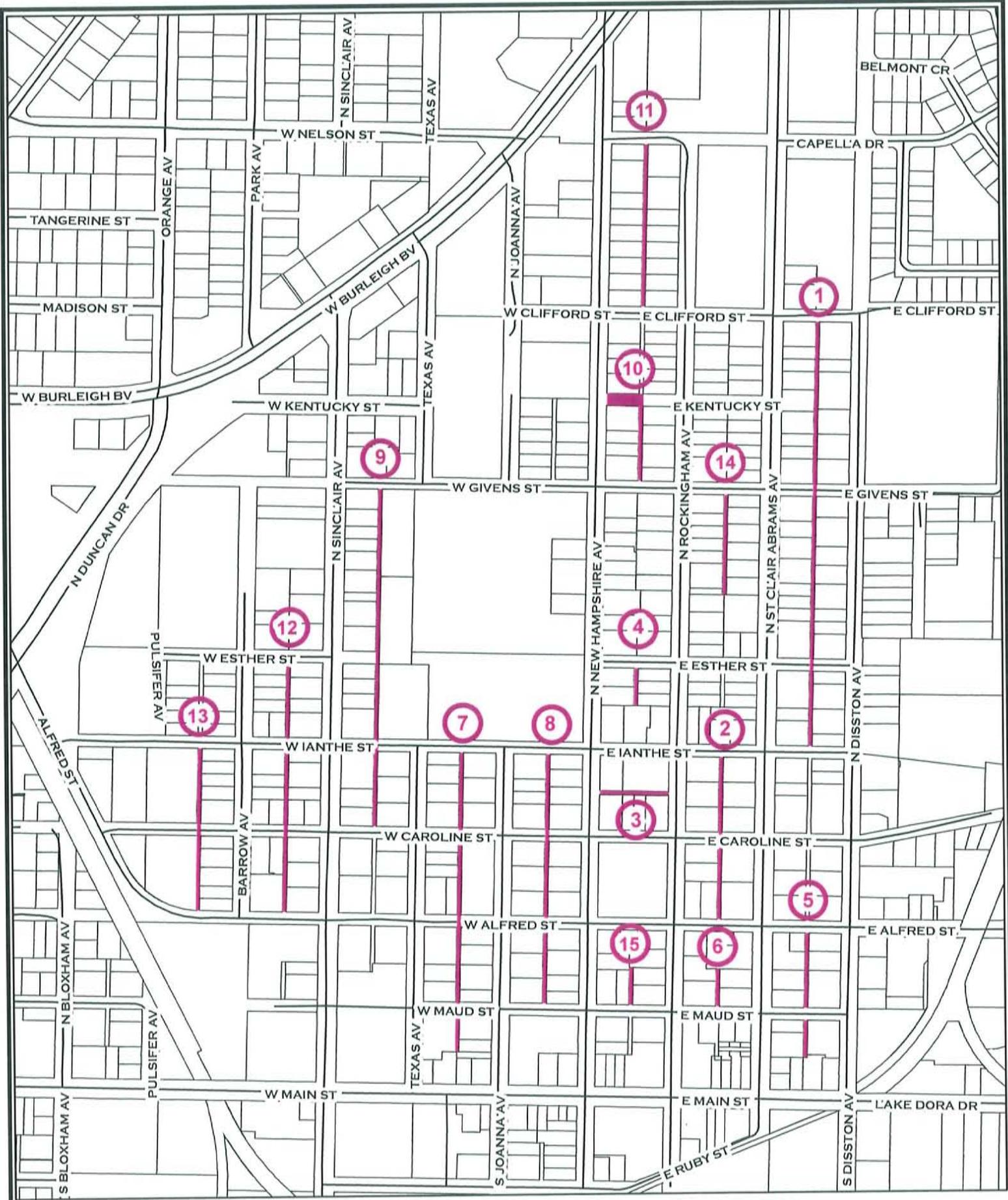
Alleyway #11 – Tally – Judge Emmett M. Tally, son of a Confederate veteran, was born in 1877 and arrived in Lake County in 1906. He was appointed Lake County judge in 1910, and was re-elected five times. He was held in the highest esteem and popularity with the citizens of Lake County. In June of 1911,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

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

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

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

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



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DOWNTOWN TAVARES ALLEYWAYS

LEGEND

- ALLEYS
- STREETS
- PARCELS
- LAKES

POLE TYPES



7' Straight Aluminum Pole

POLE TYPES



7' Fluted Aluminum Pole

POLE TYPES



7' White Square Post

Street Sign Face Color



FONT TYPES

Marie King

ARIAL NARROW or similar font

Marie King

Monotype Corsiva or similar font

Marie King

ELEPHANT or similar

INFORMATIONAL PLAQUE TYPES



Brick



Aluminum



Brass

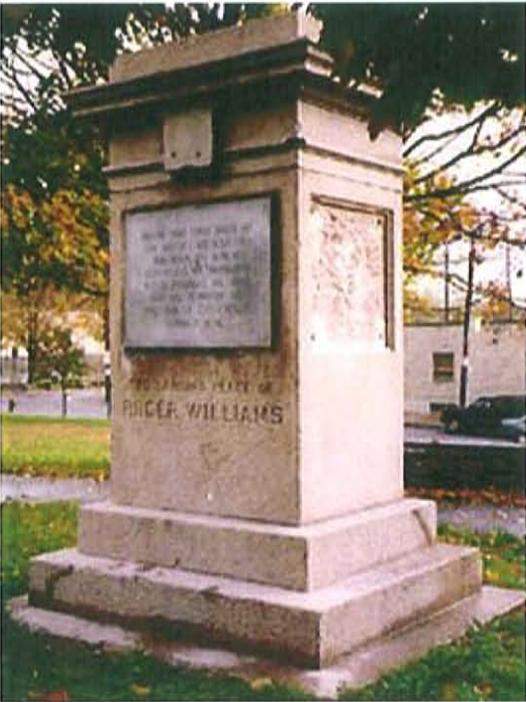


Bronze

LARGE PLAQUES



Plaque on Post



Full Granite Monument

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA ITEM NO. 9

SUBJECT TITLE: Request to Authorize Mayor to sign the new Water Protection and Sustainability Program Agreement

OBJECTIVE:

To Authorize the Mayor to sign the new Water Protection and Sustainability Program Agreement between the City and St John's Water Management District to enable the City to receive approximately \$940,000 in grant funding towards the construction of Phase I of the Alternative Water Supply/Reclaim Water System.

SUMMARY:

Since 2003, a concerted effort was envisioned by the City of Tavares and the SJRWMD to position the City to maintain their autonomy with regard to water service. The plan is to lessen the dependency on the water resource (aquifer) by making best use of reclaimed water. This includes the storage facilities and a reclaimed distribution piping network.

The City of Tavares has taken steps toward implementation of a reclaimed water distribution and storage system that will provide public access reuse-quality reclaimed water to customers and convey effluent away from the Woodlea Road Water Treatment Facility and rapid infiltration basins currently used to dispose of the wastewater effluent. The shift from potable water to reclaimed water for irrigation will reduce future demands on, and help to protect the quality of the City's potable water source, the Upper Florida aquifer.

Previously Council approved the application for \$16,541,549.00 from the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program and to withdraw \$1,027,000.00 for the design and engineering of the reclamation facilities and infrastructure which has been authorized by FDEP. This will be accomplished in a 4 phase approach to the design and construction. The City is presently completing the Phase I Design of this system and it should be ready for the bidding process to start at the end of July 2010. Phase I will consist of the Construction of a 5M Gallon storage tank and a distribution system from Woodlea Rd down to Royal Harbor. During this process the City has been applying for various Grants to assist us in the City in the funding of this project. Due to the diligent work by the City, SJRWMD recognized that our application was worthy of receiving a grant. This Water Protection and Sustainability cost share agreement will assist the City in funding the phase I construction portion with approximately \$940,000 in Grant money to assist our groundbreaking of the phase I construction. The Phase I cost of construction is estimated at approximately \$5.0M

OPTIONS:

1. Authorize the Mayor to sign the Water Protection and Sustainability Program Agreement between the City and St John's Water Management District

2. Do **not** authorize the Mayor to sign the Water Protection and Sustainability Program Agreement between the City and St John's Water Management District

STAFF RECOMMENDATION:

- Authorize the Mayor to sign the Water Protection and Sustainability Program Agreement between the City and St John's Water Management District

FISCAL IMPACT:

This agreement provides \$940,000 grant towards this \$5 million Phase I project with the remainder of the \$12.5 million being derived from DEP through loans and grants.

LEGAL SUFFICIENCY: It has been reviewed by Counsel

**COST-SHARE AGREEMENT
WATER PROTECTION AND SUSTAINABILITY PROGRAM**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF TAVARES (Recipient), whose address is P.O. Box 1068, Tavares, Florida 32778. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area; and

WHEREAS, section 373.0361(1)(b), Fla. Stat., requires the District to initiate water supply planning for each water supply planning region where existing and reasonably anticipated sources of water and conservation efforts may not be adequate to supply water for all existing legal uses and reasonably anticipated future needs and to sustain the water resources and related natural systems; and

WHEREAS, pursuant to section 373.0361(1), Fla. Stat., the District completed the *2005 District Water Supply Plan* (DSWP) to identify means to assure that all parts of the District will have adequate water for all existing legal uses and reasonably anticipated future needs, and to sustain the water resources and related natural systems, and, pursuant to section 373.536(6)(a)4, Fla. Stat., developed the *Water Resource Development Work Program* for implementation of the DSWP; and

WHEREAS, section 373.0831(2)(b), Fla. Stat., requires the District to take the lead in identifying and implementing water resource development projects and be responsible for securing the necessary funding for regionally significant water resource development projects; and

WHEREAS, pursuant to sections 373.0831, 373.1961(3) and 403.890, Fla. Stat., the Florida Legislature has established the Water Protection and Sustainability Program (“the Program”) to help fund alternative water supply water resource development projects; and

WHEREAS, pursuant to subsection 373.1961(3)(e), Fla. Stat., applicants for projects under the Program must pay at least 60 percent of construction costs, unless a financially disadvantaged small local government as defined in section 403.885(4), Fla. Stat.; and

WHEREAS, the District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources; and

WHEREAS, the parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter “the Project”): Construction of the Tavares Reclaimed Water System.

NOW, THEREFORE, in consideration of the aforesaid premises, and the funding assistance hereinafter specified, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the

following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2013 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates sixty (60) days after receipt by Recipient.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) Funding under this Agreement is designated solely for the construction of alternative water supplies and may not be used for any work associated with the research, design, engineering, and permitting aspects of the Project. For satisfactory performance of the "Project", the District shall pay Recipient up to twenty percent (20%) of the total construction cost of the Project, but not-to-exceed \$1,140,000. The not-to-exceed funding limit is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall provide at least sixty percent (60%) of the construction costs, unless a different amount is authorized pursuant to section 373.1961(3)(e), Fla. Stat. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project; provided, however, that if Recipient's cost share exceeds sixty percent (60%) of the estimated cost, Recipient may elect to complete the Project at its expense or discontinue the Project and return all funds provided hereunder to the District. Recipient shall notify the District's Project Manager in writing upon receipt of any additional State funding for completion of the Project.

5. **PAYMENT OF INVOICES**

- (a) Recipient shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. Recipient shall be reimbursed for twenty percent (20%) of approved costs until the not-to-exceed amount of the District's cost-share has been expended. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

John Wester, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4457
E-mail: jwester@sjrwmd.com

RECIPIENT

Brad Hayes, Project Manager
City Of Tavares
P.O. Box 1068
Tavares, FL 32778
(352) 742-6485
E-mail: bhayes@tavares.org

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project, and may approve minor deviations in the

Project that do not affect the District cost-share or Completion Date or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Quarterly Progress Reports.** Recipient shall provide to the District quarterly project update/status reports by September 1st; December 1st; March 1st and June 1st of each year, or as submitted as part of the invoices. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Annual Update.** In accordance with section 373.0361 (7) (b), Fla. Stat., the Recipient shall provide an annual update to the District detailing the progress of the Project.
- (c) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.
- (c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt or said

notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon sixty (60) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than sixty percent (60%) contributions through cumulative public agency cost-share funding.
14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business (10) days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the

request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **FLORIDA SINGLE AUDIT ACT**

- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) **Program Information** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection in the amount of \$570,000. Funding is provided under the State of Florida Water Protection and Sustainability Program. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No.37.066. The District is providing a funding match of \$570,000.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Director, Division of Financial Management, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

18. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
19. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
20. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
21. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
22. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activities not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

25. **WATER CONSERVATION**

- (a) **Water Conserving Rate Structure.** A Recipient receiving funding through this Agreement that operates a public water supply utility must develop a rate structure for water customers in its service area that will: (1) promote the conservation of water; and (2) promote the use of water from available alternative water supplies. Recipient, if operating a public water supply utility, acknowledges that it either has a water conserving rate structure in effect or will implement a water conserving rate structure within nine months after the Effective Date. Failure to comply with this paragraph constitutes a material breach that shall constitute a failure to complete the Project.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF TAVARES

By: _____
Kirby B. Green III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

Attachment A- Statement of Work

**EXHIBIT A
STATEMENT OF WORK
WATER PROTECTION AND SUSTAINABILITY PROGRAM**

I. INTRODUCTION/BACKGROUND

The Florida Water Protection and Sustainability Program (WPSP) was created through passage of Senate Bills 360 and 444 during the 2005 legislative session and were subsequently signed into law. The purpose of this program is to provide cost-share funding for construction of alternative water supply projects. The St. Johns River Water Management District (District) will implement the program within its region as described below.

To be considered eligible for this cost-share funding program, projects were identified in the District Water Supply Plan (DWSP). After projects were incorporated into the DWSP, they were further evaluated as to their suitability for this funding program. The identification of water supply development projects in the DWSP does not guarantee funding assistance through this funding program. For the purpose of this program, cost sharing is identified as reimbursement by the District for construction costs of alternative water supply development projects.

Projects were evaluated in accordance with legislation requiring consideration of 12 specific factors, along with four additional factors added by the Governing Board and supplemental information provided by the sponsors. The results of the evaluations and proposed funding levels for Fiscal Year 2008 (FY 08) were presented at a public meeting held at the District on July 13, 2007. On August 7, 2007, the District's Governing Board gave final approval of the projects and funding levels for FY 08.

The Tavares Reclaimed Water System Project was approved. The City of Tavares (Recipient) is the lead agency on this Project.

II. OBJECTIVE

The objective of this Project is to construct approximately 38,000 feet of transmission line and a five (5) million gallon Crom storage tank, additional upgrades to the operations building and the wastewater treatment.

III. SCOPE OF WORK

The Project includes the construction of approximately 38,000 feet of transmission line and a 5 million gallon Crom storage tank. This project also includes additional upgrades to the operations building and the wastewater treatment plant, and construction of transmission line extensions to serve more distant portions of the reclaimed water service area to the north, east, and south.

IV. TASK IDENTIFICATION

The Recipient shall be responsible for the following:

- Obtaining project final design, construction plans and specifications
- Providing a copy of Recipient's executed construction contract documents to the District's Project Manager
- Providing copies of any subsequent Change Orders to the contract to the District's Project Manager

- Obtaining all required permits, including right of access to the project site, related to project construction and subsequent operation of the facility
- Compliance with all permits
- Procurement for project construction
- Supervision and inspection of construction
- Construction contract administration
- Timely submittal of invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation) to enable proper review by the District's Project Manager prior to payment authorization.
- Progress Reports to the District's Project Manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project time and projected costs versus actual cost to date.
- Certification of construction phase completion by a Professional Engineer registered in the state of Florida
- Compliance with cost accounting practices and procedures required for reimbursement of funds expended for the WSP.

V. TIME FRAMES AND DELIVERABLES

- Recipient shall commence work under the Agreement within fifteen (15) calendar days after the effective date of the Agreement
- Recipient shall provide District copies of the construction contract bid documents and the Cost Schedule for the awarded construction contract within thirty (30) days of construction contract award. The Cost Schedule, and the reimbursement percentage calculation, described in Section VI, below, shall be incorporated into this agreement as Exhibit C.
- Recipient shall provide certification of construction completion within thirty (30) days of project completion.
- Recipient shall complete the Project, including all tasks defined in this Agreement no later than December 31, 2013.

VI. CONTRACT BUDGET

The estimated total construction cost of this Project is \$5,700,000. The District shall reimburse Recipient up to twenty percent (20%) of construction cost eligible in accordance with the WSP, limited to an amount not to exceed \$1,140,000.

District's quarterly reimbursement to Recipient shall be a percentage of the amount paid the contractor during the reimbursement period. The percentage shall be calculated based on the amount allocated by District divided by the amount of the construction contract represented by the Cost Schedule. In the event the Project is completed below the contracted price, District shall reimburse Recipient the amount of the remaining funds provided for in this Agreement up to an amount not exceeding twenty percent (20%) of the total project cost or the total value of that portion of the as-built project that is eligible for WSP funding, whichever is less.

Contract#26571
Encumbrance#S004601

EXHIBIT B
SUPPLEMENTAL INFORMATION PACKAGE

**EXHIBIT C
COST SCHEDULE**

To be incorporated into the Agreement as Exhibit C upon execution of the construction contract.

**ATTACHMENT 1
DISTRICT SUPPLEMENTAL INSTRUCTION**

Date: _____; Contract Number: _____

Contract name: _____

To: _____

From: _____; Project Manager

The Work shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement. The District's Project Manager, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the District's Project Manager.

1. Contractor's supplemental instructions:

2. Description of Work to be changed:

3. Description of supplemental instruction requirements:

Approved: _____
District Project Manager

Date: _____

CONTRACTOR approval: (choose one of the items below):

Approved: _____

Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____

Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Acknowledged: _____
Connie Rozier, Contracts Administrator

Date: _____

cc: Financial Management

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA TAB NO. 10

SUBJECT TITLE: Horizon Team Update on School Bus Barn Property

OBJECTIVE:

To hear a presentation by the Mayor.

SUMMARY:

The Mayor will give an update on progress being made with the School Board regarding the bus barn property at the west end of Alfred Street for the public safety complex.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA TAB NO. 11

SUBJECT TITLE: Discussion of Golf Cart Ordinance and Drivers License Requirement

OBJECTIVE:

To have a discussion on the current ordinance's requirement for a drivers' license.

SUMMARY:

Previously the Council adopted the attached Ordinance #2009-08 permitting licensed drivers to drive golf carts on public streets in the City of Tavares.

At the meeting of June 2, 2010, a motion was made to approve Ordinance #2010-11 which would have eliminated the requirement to have a drivers license. Discussion we held that by eliminating the drivers' license requirement, the city would be following the state law which is to be 14 to operate a golf cart. That motion did not receive a second and was denied.

Subsequently a motion was made to not change the current Ordinance #2009-08, which passed 3-2.

Mayor Wolfe would like the Council to consider permitting 16 year olds and older with no driver's licenses to be permitted to drive golf carts on public roads.

OPTIONS:

- 1) Have a discussion on amending the current ordinance that requires a drivers license.
- 2) Do not have a discussion

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY: Legally sufficient.

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ORDINANCE 2009-08

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA
AMENDING THE CITY OF TAVARES CODE OF ORDINANCES
BY ADDING SECTION 13-64, OPERATION OF GOLF CARTS
ON PUBLIC CITY ROADS; ADDING SECTION 13-65,
OPERATION OF GOLF CARTS ON COUNTY ROADS;
PROVIDING FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.

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

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

Sec. 13-64. Operation of Golf Carts on Public City Roads

(a) *Definitions*

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

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

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

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

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

1
2 (e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and
3 state traffic laws, and may be ticketed for traffic and parking violations in the same
4 manner as motor vehicles.

5
6 (f) *Operation.* Drivers of a golf cart must possess a valid driver's license within the
7 United States. The number of occupants of a golf cart must equal the number of seats.
8 No person is to stand while the golf cart is in motion.

9
10 (g) *Enforcement.* The city shall have the authority to enforce the provisions set forth
11 herein and applicable traffic laws.

12
13 (h) *Conflicts.* All resolutions or parts of resolutions in conflict with any of the provisions
14 of this section are hereby repealed. This section shall not repeal prior resolutions or
15 provisions that established specific golf cart communities, nor prevent the establishment
16 of additional golf cart communities within the city.

17
18 **Sec. 13-65. Operation of Golf Carts on County Roads**

19
20 (a) *Definitions*

21
22 "*Golf cart*". Pursuant to F.S. § 320.01(22), a "golf cart" is defined as a motor vehicle
23 that is designed and manufactured for operation on a golf course for sporting or
24 recreational purposes and that is not capable of exceeding speeds of twenty (20) miles
25 per hour.

26
27 "*County Road*" shall mean any thoroughfare maintained by the Lake County that is
28 commonly used for vehicular traffic.

29
30 (b) *Authorization to operate golf carts on County Roads.* Golf carts meeting the
31 definition set forth in subsection (a) may be operated on the following County Roads
32 within the City limits where the posted speed limit is thirty-five (35) miles per hour or
33 less. Golf carts may not operate on or cross State Highways unless authorized by the
34 Department of Transportation pursuant to F.S. § 316.212(2).

- 35
36 (1) Alfred Street within the Community Development Area
37 (2) Dora Avenue
38 (3) Dead River Road
39 (4) Other County Roads that may receive future designation for this use from
40 Lake County pursuant to F.S. § 316.212(1).
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1 (c) *Equipment and minimum standards.* All golf carts operated on County Roads shall
2 meet the minimum equipment standards established by state statutes. Golf carts that
3 are operated between the hours before sunrise and after sunset must be equipped with
4 headlights, brake lights, rear view mirror, turn signals, and a windshield.

5
6 (d) *Hours of operation.* Golf carts meeting the equipment standards established in
7 subsection (c) for operation between the hours before sunrise and after sunset, may be
8 operated at anytime during the day or night. Golf carts that do not meet these additional
9 standards shall only be operated during the hours between sunrise and sunset.

10
11 (e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and
12 state traffic laws, and may be ticketed for traffic and parking violations in the same
13 manner as motor vehicles.

14
15 (f) *Operation.* Drivers of a golf cart must possess a valid driver's license within the
16 United States. The number of occupants of a golf cart must equal the number of seats.
17 No person is to stand while the golf cart is in motion.

18
19 (g) *Enforcement.* The city shall have the authority to enforce the provisions set forth
20 herein and applicable traffic laws.

21
22 (h) *Conflicts.* All resolutions or parts of resolutions in conflict with any of the provisions
23 of this section are hereby repealed. This section shall not repeal prior resolutions or
24 provisions that established specific golf cart communities, nor prevent the establishment
25 of additional golf cart communities within the city.

26
27 **Section 2. Severability and Conflicts**

28
29 The provisions of this ordinance are severable and it is the intention of the City
30 Council of Tavares, Florida, to confer the whole or any part of the powers herein
31 provided. If any court of competent jurisdiction shall hold any of the provisions of this
32 ordinance unconstitutional, the decision of such court shall not impair any remaining
33 provisions of this ordinance.

34
35 **Section 3. Effective Date**

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

38
39 **PASSED AND ADOPTED** this 20th day of May, 2009 by the City Council
40 of the City of Tavares, Florida.

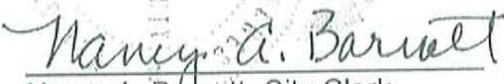
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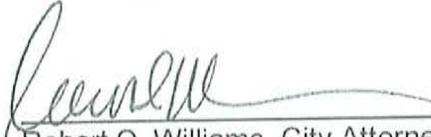
Nancy Clatts, Mayor
Tavares City Council

First Reading: April 15, 2009
Passed Second Reading: May 20, 2009

ATTEST:



Nancy A. Barnett, City Clerk

Approved as to form:


Robert Q. Williams, City Attorney

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
July 21, 2010**

AGENDA TAB NO. 12

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Budget Workshop – July 28, 2010 – 4 p.m.
- City Council Regular Meeting – August 4, 2010
- Chamber of Commerce Business Luncheon – July 28, 2010 – 11:30 a.m.
- Lake County League of Cities Luncheon – July 9, 2010 – 11:30 a.m.
- Lake Sumter MPO – Board Meeting – August 25th, 2010 – 4 p.m. – Civic Center
- Library Board – August 13, 2010– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board – August 19, 2010 – 3:00 p.m

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
July 21, 2010**

AGENDA TAB NO. 13

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting. Attached is any additional supporting information.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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