

AGENDA
TAVARES CITY COUNCIL

October 20, 2010
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Mark Andrews, Bridges

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) City Council Budget Workshop, July 28, 2010

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) City Government Week

Mayor Wolfe

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

Nancy Barnett

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS

Tab 3) Resolution #2010 - 13 – Adoption of Evaluation and Appraisal Report Jacques Skutt

Tab 4) Resolution #2010 – 14 - Evaluation of City Facilities for Compliance with the Americans with Disabilities Act Jacques Skutt

X. GENERAL GOVERNMENT

- | | |
|--|----------------|
| Tab 5) Approval of Contract and Work Order with Don Bell Signs for Gateway Signs & Kiosks | Jacques Skutt |
| Tab 6) Amendment to Contract with Waste Management to have City Collect Trash in Master Metered Mobile Home Parks | Chris Thompson |
| Tab 7) Interlocal Agreement with Lake County regarding Stormwater Drainage Easement for the Downtown Stormwater District | Brad Hayes |
| Tab 8) Request for Authorization to Apply for Federal Grant for Railroad Infrastructure Improvements | John Drury |
| Tab 9) Discussion on Date of Next Council Meeting | Nancy Barnett |

XI. OLD BUSINESS

XII NEW BUSINESS

XII. AUDIENCE TO BE HEARD

XIII. REPORTS

Tab 10) City Administrator John Drury

Tab 11) Council Reports City Councilmembers

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

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

The Language of Local Government

Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

non-conforming – A use which does not comply with present

zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

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CITY OF TAVARES
FISCAL YEAR 2010-2011 BUDGET WORKSHOP
July 28, 2010
TAVARES CITY HALL COUNCIL CHAMBERS

COUNCILMEMBERS PRESENT

ABSENT

Robert Wolfe, Mayor
Lori Pfister, Vice Mayor
Sandy Gamble, Councilmember
Robert Grenier, Councilmember
Kirby Smith, Councilmember

STAFF PRESENT

John Drury, City Administrator
City Attorney Robert Williams
Nancy Barnett, City Clerk
Tammy Rogers, Director of Community Services
Bill Neron, Economic Development Director
Jacques Skutt, Director of Community Development
Lori Houghton, Director of Finance
Lori Tucker, Director of Human Resources
Brad Hayes, Utility Director
Chris Thompson, Interim Public Works Director
Chief Stoney Lubins, Police Department
Chief Richard Keith, Fire Department

1) Call to Order

Mayor Wolfe called the Council Meeting to order at 4:00 p.m.

2) Discussion of Budget Summary

Mr. Drury presented the following summary:

The primary purpose of this meeting is to present and discuss the proposed FY 11 (October 1, 2011 - September 30, 2011) budget so that Council can then set the tentative maximum millage rate for Fiscal Year 2011 at this meeting.

1. This tentative maximum millage rate must be filed with the Property Appraiser by August 2, 2010. The Property Appraiser provides notification to all property owners of the tentative maximum millage rate.

2. As Council reviews the proposed FY 11 Budget, Council may make adjustments to the budget and Council may lower the millage rate but may not increase the millage rate.
3. The Council will have four more meetings to discuss the budget and make adjustments to the budget and millage rate as desired.
4. An analysis of going from twice a week residential garbage pick-up to once a week garbage pickup will be provided at the next budget workshop.
5. The water, wastewater and reclaim user fee rate study is included.
6. The five year draft tentative Capital Program is included.
7. The Health Clinic financial analysis shall be presented at the next budget workshop.

SUMMARY:

The City Administrator is responsible for preparing the annual city budgets and submitting them to Council. There are five (5) government operations and their associated budgets that the City manages as follows:

- 1) **General Fund** (40% funded by Property Tax and 60% by fees and non property tax)
- 2) **Water/Wastewater/Reclaim** (funded by user fees)
- 3) **Storm Water** (funded by storm water fee)
- 4) **Solid Waste Collection/Disposal – Garbage** (Funded by user fees)
- 5) **Capital Program** (Funded by Infrastructure Sales tax, grants and loans)

General Fund: This includes: Police, 911 Communications Center, Code Enforcement, Fire, Parks, Recreation, Library, Planning, Zoning, Permitting, GIS mapping, Economic Development, Grant Writing, Human Resource, Finance, Budgeting, Procurement, Clerk, Public Works, Building Maintenance, Street Maintenance, Fleet Maintenance, Information Technology, Public Relations/Web Page/News Letter, Cultural Affairs, Legal Services, Liability Insurance, Property Insurance, Utilities, Street Lighting Administration and City Council.

Water/Waste Water/Reclaim: This includes the operation and maintenance of the Sewer Plant, Water Plant; reclaim program and the storage, treatment, collection, distribution and disposal services. User fees and base charges offset costs. Rate studies have been completed to establish a fiscally sound enterprise.

Storm Water: This includes the storage, treatment, collection and disposal of storm water to reduce flooding events and street cleaning and filtration system management to reduce storm water runoff pollutants from entering the lakes and environment. A \$4.50 per month charge per property is collected to offset costs.

Solid Waste Collection/Disposal – Garbage: This includes:

- 1 1. door to door collection and disposal services of garbage (twice per week
- 2 residential).
- 3 2. recycling (one per week).
- 4 3. yard waste (twice per week).
- 5 4. bulk items including furniture, mattresses, washer dryers etc (four times per
- 6 year).

7
8 A fee of \$20.69 per month covers the above four services.

9
10 **Capital Program:** This program includes all capital items for the four enterprises (see
11 attached five year program).

12
13 Prior to preparing the FY 11 budgets, the City Administrator sought Council's direction
14 on broad budget goals. The Council held its first two FY 11 budget discussions on
15 March 2 and March 17th, 2010 (See attached Agenda Summary and minutes Exhibit A).
16 At the second meeting the Council, who had been provided 10 Broad Budget options,
17 weighed in on their respective views. The City Administrator's take-a-ways from those
18 two budget meetings was to develop a General Fund budget:

- 19
20 **1. With less tax revenues**
- 21 **2. That had a millage rate that was less than the roll back rate**
- 22 **3. That did not institute new fees (like a fire assessment fee).**
- 23 **4. That maintained a similar level of service**
- 24 **5. That provides the employees a compensation adjustment**
- 25

26 The current tax rate is 6.2500 mills. The roll back rate is 7.5673 mills (this is the rate
27 that would bring in the same amount of tax revenues in FY 11 as was received in FY 10
28 current year – See "Truth in Millage Tax Rate Act" provided in package). The
29 recommended millage rate is 6.9500 mills for FY11.

30 Based on the Council's broad budget goals, the City Administrator has developed a
31 budget with staff as outlined below and as attached.

32 It should be noted that after the first two budget meetings in March, the Property
33 appraiser has issued his final estimated reduction in property values of 17.17% for
34 Tavares. This is a 5.67% higher reduction than his preliminary estimate back in March
35 of only an 11.5% reduction.

36 The proposed FY 11 budget included the following salient points and is built upon the
37 premise of doing more with less.

- 38 1. Tax revenues will decrease by \$406,489 (From \$4,940,287 in FY 10 down to
- 39 \$4,533,798 in FY 11).
- 40 2. Budget cuts for all enterprises totaling \$2,998,093 were instituted (See Exhibit
- 41 B). These cuts include items that were in the current FY 10 budget as well as
- 42 proposed items for FY 11.

- 1 3. Total General Fund budget will be reduced from \$11,220,749 down to
2 \$11,266,112 (See Exhibit C).
- 3 4. The General fund reserve fund balance is proposed at \$1,711,933 or 14.4% of
4 the budget. No reserves are being used to balance the proposed budget. GFOA
5 recommends a 5%-20% reserve fund for government enterprises with smaller
6 cities like Tavares maintaining above the 12.5% midpoint.
- 7 5. The employee furlough program will end September 30, 2010.
- 8 6. All employees will receive a 2% increase in pay (COLA) six months into next
9 year's budget on April 1, 2011.
- 10 7. There will be no increased costs to employees for benefits. (Note: The Fire and
11 Police pension funds are outside the scope of the Council as they are managed
12 by the Pension Boards).
- 13 8. All employee benefits stay the same. . (Note: The Fire and Police pension funds
14 are outside the scope of the Council as they are managed by the Pension
15 Boards).
- 16 9. The following vacant positions will remain unfilled:
17 - City Administrator's Executive Administrative Assistant
18 - Planning and Zoning Director's Administrative Assistant
19 - One Information Technology Computer position
20 - One Police Officer
- 21 10. The following capital projects are moving forward this current year and are
22 programmed to move forward into the next fiscal year.
23 - Amphitheater on the water front (Voter Referendum G.O. Bond Issue)
24 - Pier and Pavilion (\$1.5 million previously budgeted through infrastructure
25 sales tax loan).
26 - Woodlea Sports Park (\$300,000 previously budgeted by city and
27 \$250,000 by County to grade and permit the fields).
28 - Public Safety Complex (\$500,000 grant to begin the design).
- 29 11. The recommended millage rate to support the above is 6.9500 mills for FY 11.
30 This equates to a \$695 tax payment for a homesteaded home valued at
31 \$150,000. (\$150,000-\$50,000/1000X6.95).

32
33 **OPTIONS:**

- 34
- 35 1) Discuss budget and set a tentative maximum millage rate of 6.95.
- 36 2) Discuss budget and set a tentative maximum millage rate that Council
37 develops.
- 38

39 **Presentation by Finance Director**

40
41 Ms. Houghton presented the proposed FY 2011 budget. She discussed current initiatives
42 reflected in the current budget:

- 43
- 44 • Implementation of the downtown master plan
- 45 • Reclaimed water project

- 1 • USDA funded water and wastewater replacements within the CRA
- 2 • Expansion of the Wooton Park Seaplane Base with an amphitheater (going to voter
- 3 referendum)
- 4 • Woodlea Sports Park development
- 5 • Aesops Park enhancements
- 6 • Public Safety Complex
- 7 • Pier and Pavilion project
- 8

9 Ms. Houghton discussed historical millage values, noting that the city's taxable values
10 decreased 17.03 since the prior year. In the last three years there has been a 29%
11 decrease in total. She discussed growth indicators such as population which directly affects
12 state revenues. She discussed revenue trends, costs in each department, and each
13 revenue fund's costs.

14
15 Mr. Drury summarized that this is a budget that is a balance between declining revenues
16 and increasing expenses. He thanked staff for their work and invited questions.

17
18 Mayor Wolfe thanked Ms. Houghton. He asked if anyone in the audience wished to speak.

19
20 He asked for Council discussion.

21
22 Councilmember Grenier asked for clarification on the tourism data in the TIF fund.

23
24 Ms. Houghton responded that because the property values fell in the CRA, those revenues
25 fell as they are directly related. She said the tourism dollars are from the Lake County
26 Tourism Development department which helps to offset the costs for such things as fishing
27 tournaments.

28
29 Councilmember Gamble asked about the deadline for the millage submittal. Mr. Drury said
30 it is Monday, August 2, 2010. He asked about the \$350,000 total cut. Mr. Drury said that
31 was the amount that had been done to this point and on top of that would be the items
32 proposed for the next year. He said Exhibit B shows the list of everything that was cut. He
33 said he will prepare separate lists that show what is existing and what is proposed.

34
35 Vice Mayor Pfister asked about the water taxis and for clarification about the increase. Ms.
36 Houghton said this would be comparing figures since the start of the Seaplane Base in
37 April of 2010. Vice Mayor Pfister said she had asked for a total breakdown of the Splash
38 Park and the Seaplane Base and wanted to have data regarding the costs and the
39 revenues regarding the whole entity. Ms. Houghton said she would bring that information
40 back for the next meeting.

41
42 Councilmember Gamble asked if the Sanitation Department had acquired smaller trucks.
43 Mr. Thompson said there is one small truck and that there may be a possibility of the city
44 picking up the trash for the smaller parks to save costs.

45

1 Councilmember Gamble said he understood that if the millage rate is set at this meeting at
2 6.95 mils it can always come down at a later date.

3
4 Councilmember Smith said he is not in favor of any millage increase.

5
6 Mayor Wolfe confirmed it could be adjusted but that he was in favor of starting with the
7 6.95.

8
9 Councilmember Grenier concurred.

10
11 **MOTION**

12
13 **Bob Grenier moved to set 6.95 as the new mil as the starting point, seconded by**
14 **Sandy Gamble.**

15
16 Councilmember Gamble said he agreed with Councilmember Smith and this would give
17 Council and staff an opportunity to cut another \$504,000 out of the budget at a future
18 meeting in order to lower it to 6.25.

19
20 Councilmember Smith said there would not be as much motivation to lower it if it is set at
21 6.95.

22
23 Vice Mayor Pfister asked what would happen to the employees if the city changed to a one
24 day pickup. Mr. Drury said if the level of service is lowered it would likely require less
25 people.

26
27 Vice Mayor Pfister said she did not understand why some of the services could not be
28 combined between the surrounding cities. She discussed the issue of duplication of
29 services. Mr. Drury discussed the three meetings that had been held between Mt. Dora,
30 Eustis, and Tavares and noted the next meeting is scheduled to be held in Tavares in
31 January. He discussed some of the collaborative discussions that have been held.

32
33 **The motion carried 3-2 as follows:**

34
35 **Robert Wolfe** **Yes**
36 **Sandy Gamble** **Yes**
37 **Bob Grenier** **Yes**
38 **Lori Pfister** **No**
39 **Kirby Smith** **No**

40
41 Mr. Drury asked for clarification on further direction from Council as to priorities. He said
42 further cuts would require cutting of services. He suggested that Council meet with him
43 individually about their priorities and then be prepared to discuss them at the next council
44 meeting.

45

1 Mayor Wolfe stated the next budget workshop would be held at the next regular Council
2 meeting on July 4th in two weeks which would provide Council time to review the budget
3 and bring forward suggestions for cuts.

4
5 Mr. Drury recommended that if Council is concerned about the millage rate, then the focus
6 needs to be on Item #1 and the components of the General Fund services. He said one of
7 those areas would need to be reduced.

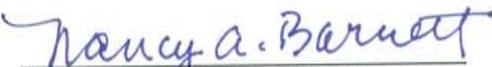
8
9 **There was general consensus that Council would review their priorities and bring
10 back recommendations for cuts in services provided through the General Fund.**

11
12 Vice Mayor Pfister asked how much would have to be cut to stay at the current millage. Mr.
13 Drury said that staff will email the exact figure needed to be cut to remain at the same
14 millage.

15
16 **Adjournment**

17
18 There was no further business and the meeting was adjourned at 5:33 p.m.

19
20 Respectfully submitted,

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22
23 

24 Nancy A. Barnett, C.M.C.
25 City Clerk
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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 22, 2010**

AGENDA TAB NO. 2

SUBJECT TITLE: Proclamation for City Government Week

OBJECTIVE:

The Mayor will read a proclamation designating October 17-23, 2010 as City Government Week.

SUMMARY:

N/A

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A



**PROCLAMATION
CITY GOVERNMENT WEEK
OCTOBER 17-23, 2010**

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF TAVARES AS FOLLOWS:

Section 1. That the City of Tavares does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the City of Tavares does encourage educational partnerships between city government and schools.

Section 3. That the City of Tavares does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

DONE AND PROCLAIMED THIS 20TH day of October 2010

Robert Wolfe, Mayor

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 20, 2010**

AGENDA TAB NO. 3

**SUBJECT TITLE: Resolution 2010-13
Adoption of the Evaluation and Appraisal Report (EAR) of the City's
Comprehensive Plan**

OBJECTIVE:

To adopt the revised EAR and authorize transmission of the EAR to DCA for a determination of sufficiency.

SUMMARY:

Pursuant to Section 163.3191 of the State Statutes, "each local government shall adopt an evaluation and appraisal report (E.A.R.) once every seven years assessing the progress in implementing the local government's comprehensive plan." The report evaluates how successful a community has been in addressing major community land use planning issues through implementation of its comprehensive plan. Based on this evaluation, the report suggests how the plan should be revised to better address community objectives, changing conditions and trends affecting the community, and changes in state requirements.

On June 17, 2009, City Council approved the selection of Planning Design Group (PDG) as the consultant to prepare the Evaluation and Appraisal Report. PDG held scoping meetings with city staff and outside governmental agencies. A list of issues (attached) was formulated by the Local Planning Agency, approved by Council and sent to DCA. DCA approved the list and issued a letter of understanding which is also attached. A draft EAR was prepared using these identified issues as focal points. The draft EAR was approved by Council on May 20th and then transmitted to DCA for review. DCA issued an ORC report (Objections, recommendations and comments). PDG revised the EAR using the recommendations specified by DCA. City Council may now adopt the EAR and authorize staff to transmit the document to DCA. DCA will then make a determination if the revised EAR is in compliance with all pertinent statutes and regulations. After the approval process for the revised EAR is completed by DCA, the city has 18 months to adopt amendments to our comprehensive plan suggested by the EAR. (EAR-based amendments)

OPTIONS:

1. That City Council adopts the Evaluation and Appraisal Report through the approval of Resolution 2010-13 and authorizes staff to transmit the report to DCA for a compliance determination.
2. That City Council does not adopt the EAR and denies Resolution 2010-13.

PLANNING & ZONING BOARD RECOMMENDATION:

At its May 20th meeting, the Planning & Zoning Board recommended approval of the draft EAR.

STAFF RECOMMENDATION:

Staff recommends that Council moves to adopt the EAR, approves Resolution 2010-13 and authorizes staff to transmit the EAR to DCA for a compliance determination.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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

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RESOLUTION 2010-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA ADOPTING THE EVALUATION AND APPRAISAL REPORT OF THE CITY OF TAVARES COMPREHENSIVE PLAN; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tavares, on June 6th, 2001, adopted Ordinance 2001-09 adopting the City of Tavares Comprehensive Plan; and

WHEREAS, Chapter 163, Florida Statutes requires a local government to adopt an Evaluation and Appraisal Report to determine the Plan's effectiveness to guide and control future development, and

WHEREAS, the City of Tavares has encouraged public participation throughout the development of the Evaluation and Appraisal Report through several public hearings and in accordance with Chapter 163.3181, Florida Statutes, therefore

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

1. Adoption: The Evaluation and Appraisal Report attached to this resolution as **Exhibit 'A'** is hereby adopted pursuant to Chapter 163, Florida Statutes.

2. Scheduling of Ear Based Amendments: Florida statutes require that local governments amend their comprehensive plans based upon the Evaluation and Appraisal Report within eighteen months of the Department of Community Affairs' sufficiency determination of the report pursuant to section 163.3191(10), Florida Statutes. The recommendations included in the Evaluation and Appraisal Report (EAR) provides the basis for the EAR-based amendments.

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

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

Robert Wolfe, Mayor
Tavares City Council

ATTEST

Nancy Barnett, City Clerk

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

COMMUNITY DEVELOPMENT

Planning & Zoning Division
Phone: (352) 742-6408



Building Division
Phone: (352) 742-6213

March 4, 2010

Mr. Mike McDaniel, Chief
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Subject: City of Tavares Major Issues for 2010 Evaluation and Appraisal Report

Dear Mr. McDaniel:

The purpose of this letter is to identify the local major issues which will serve as the focus for the City of Tavares during the 2010 Evaluation and Appraisal Report (EAR), consistent with the Section 163.3191(1)(c), Florida Statutes (F.S.). The City developed the list by holding various meetings and workshops to provide opportunities for public participation as required by Section 163.3191(2)(j), F.S. The City of Tavares conducted four public scoping meetings between August 2009 and February 2010 and invited representatives of the state, regional, municipal and county agencies, special interest groups, along with the general public. The City then conducted a public workshop with the Local Planning Agency on February 18, 2010 to review the proposed Major Issues list. The City Council conducted a public workshop on March 3, 2010 and approved the list of Major Issues below which will be included as part of its 2010 Evaluation and Appraisal Report.

1. **Future Land Use** - The existing Future Land Use map does not support the City's Vision and the concepts developed through the myregion.org initiative. Large, vacant, residentially designated properties are located on the outer fringes of the city that would contribute to urban sprawl if allowed to develop. The city must determine more appropriate land uses for these properties.
2. **Annexation Policy** - The city must develop an annexation policy that is consistent with the City's Vision. This may ultimately result in seeking an interlocal service boundary agreement with Lake County. The city should be selective on properties that it will annex. Annexations should benefit the city and proposed land uses should meet with the City's Vision and be supported by a needs analysis to qualify.
3. **Affordable Housing and Energy Efficiency** - The city must reevaluate the Housing Element to address the sustainability of the aging affordable housing stock to ensure that an adequate, diverse, and energy-efficient supply are available to meet the future needs of our city. The current plan identifies and protects mobile homes as affordable housing. Over 50% of the city's single family dwellings are mobile homes. Although many of the city's mobile home parks are located on prime waterfront properties, many of these mobile homes are old, deteriorating and likely unsafe under hurricane situations. Most of the city's mobile home parks are age-restricted. The city seeks strategies, including land use map amendments that would encourage the construction of affordable, high density, energy-efficient housing within our urban core.

4. **Sustainable Economic Development** - Tavares currently has a residential-commercial tax split of approximately 80/20. This should be closer to 50/50 for a well balanced, economically sustainable city. The city seeks strategies, including future land use map amendments that would support and encourage commercial redevelopment in the downtown, along our two major commercial corridors (US 441 & SR 19), in the proposed industrial/freight village, the medical park in the area of our hospital, and the protection of seaplane basin to provide for the expansion of the seaplane industry.
5. **School Capacity** - School capacity is essential for growth. The city seeks to concentrate its population within the central core. The city will seek strategies through the Public Schools Facility Element of its Plan that will promote the siting of public schools within the urban center.
6. **Multi-modal Transportation** - The city seeks to be a leader in the utilization of multi-modal transportation forms. The Transportation Element of the Plan should establish strategies for constructing and implementing these alternate modes of transportation.
7. **Public Utilities** - The city's water, sewer and stormwater infrastructure in the downtown needs to be upgraded to meet the demands of a densely populated and economically vibrant urban core. Similarly, infrastructure, including rail transportation, is needed for the proposed freight village/commerce park located in the southern sector of the city and the medical village proposed in the vicinity of the Waterman Hospital. Strategies to fund these capital improvements must be identified in the Capital Improvement Element of the Plan.

Please review the list of Major Issues and issue a Letter of Understanding agreeing to the proposed issues.

Should you have any questions, please feel free to contact Alisha (Sullivan) Maraviglia, Senior Planner for the City of Tavares at (352) 742-6416 (asullivan@tavares.org), or our consultant Andre Anderson, Planning Design Group at (407) 207-0101 (aanderson@pdgfla.com).

Sincerely,



Jacques Skutt, AICP
Community Development Director

cc: John Drury, City Administrator
Robert Williams, City Attorney
Phil Laurien, Executive Director, East Central Florida Regional Planning Council



STATE OF FLORIDA



DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

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Secretary

April 13, 2010

Mr. Jacques Skutt, AICP
Community Development Director
201 East Main Street
Tavares, Florida 32778

Re: Letter of Understanding for the City of Tavares Evaluation and Appraisal Report

Dear Mr. Skutt:

The Department has reviewed your letter outlining the scope of work for the preparation of the City's Evaluation and Appraisal Report (EAR). The Department agrees with the summary of the issues set forth in the attached document. This letter serves as confirmation of our understanding. However, we have the following additional comments concerning the proposed Scope of Work.

- The City's major issues list includes the issue of annexation. In addressing annexation, the City should consider how well the current comprehensive plan has addressed annexations of large vacant areas, in terms of assigning them appropriate densities and intensities, for purposes of community character, suitability, public facilities, and efficient use of land to discourage urban sprawl.
- In part, the EAR is an evaluation of how well the current comprehensive plan has addressed the major issues in the past evaluation period. The City should note that the assessment of goals, objectives and policies, as they relate to the major issues, must include data and analysis indicating whether progress has been made towards the achievement of those objectives during the past evaluation period. If the City made insufficient progress, the report must discuss why, and assess how the City could implement the plan differently to achieve the objectives and address the major issues.
- The EAR must update the City's population projections, and identify changes to the plan as required by Chapter 163, Florida Statutes (F.S.) and Rule 9J-5, Florida Administrative Code since the last plan update. The EAR must evaluate whether the plan was updated to address these changes, and must identify the specific objectives and policies that reflect these changes. Alternatively, identify the need to address these changes.

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Mr. Jacques Skutt, AICP
April 13, 2010
Page Two

- The EAR will also need to address all of the remaining applicable requirements set forth under Section 163.3191(2), F.S.

We appreciate the effort you and your staff have shown in developing the EAR scoping issues for the City of Tavares, and look forward to continuing to work with the City as you prepare your EAR. If you or your staff have any questions or need additional assistance, please contact Julie Evans, Senior Planner, at (850) 922-1816.

Sincerely,

A handwritten signature in black ink that reads "Mike McDaniel". The signature is written in a cursive style with a large, looping "M" and "D".

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/je

Enclosure

cc: Mr. Phil Laurien, Executive Director, East Central Florida Regional Planning Council

City of Tavares 2010 Evaluation and Appraisal Report

Response to Agency Comments

The following is a response to the comments and recommendations on the City of Tavares 2010 Evaluation and Appraisal Report compiled and submitted by the Department of Community Affairs on July 9, 2010. The City's responses to the comments are shown in *italics* below.

Florida Department of Community Affairs

1. Financial Feasibility. [Section 163.3191(2)(c), F.S.]

Comment: The proposed EAR did not assess financial feasibility of implementing the comprehensive plan for the previous planning period. The EAR did not describe the capital improvements that have been funded in order to achieve and maintain the adopted level of service standards since the time of the adoption of the last update to the comprehensive plan. The EAR did not provide an overview of the revenue available for improvements within the City of link that funding to specific improvements that have been undertaken in order to achieve and maintain the adopted level of service standards for public facilities.

Recommendation: Revise the EAR to assess past financial management and capital budgeting functions to determine whether the City was able to achieve and maintain its public facility level of service standards. The analysis should evaluate whether the level of service standard for each public facility subject to concurrency was achieved and maintained throughout the planning period. The analysis must be by year and by public facility type. Provide an assessment that will direct amendment of the objectives and policies thereby guiding the community into the future and enabling the City to provide its future infrastructure needs at the adopted level of service and enabling the City to provide its future infrastructure needs at the adopted level of service standard. The EAR should be both retrospective and prospective. Revise the EAR to include a retrospective analysis of whether the City's comprehensive plan was financially feasible over the past evaluation period. If there were instances in which the plan did not demonstrate financial feasibility, analyze the constraints and discuss future guidance for the City. The EAR should recommend actions and corrective measures that will ensure financial feasibility will be achieved, during the next planning period.

City Response: *Subchapter 5.3 of the EAR has been amended to include a comprehensive retrospective of the capital improvements that have been made in public facilities in order to achieve and maintain the adopted level of service. Tables have been added to show the project, funding source and cost of infrastructure improvements from 2000 to 2009 for the waste water system, potable water system, solid waste service, stormwater drainage system, transportation system and public school facilities. The evaluation also includes an assessment of the project, funding source and costs for proposed capital improvements for each of the facilities over the next three (3) years.*

2. Location of existing development in relation to the location of development as anticipated in the Plan. [Section 163.3191(2)(d), F.S.]

Comment: The proposed EAR does not sufficiently address this requirement. The EAR includes a minimal discussion of past development trends within the City and the factors that influenced them. However, the EAR did not expand the discussion to indicate whether these trends and patterns occurred were specifically anticipated in the plan. The EAR falls short of offering any evaluation of the location of the existing development in the City and does not provide any detailed analysis identifying where growth was projected to occur during the previous planning timeframe.

Recommendation: The EAR should discuss the existing land use configurations of today in relation to the pattern that was anticipated to occur at the time of the previous EAR. This analysis would indicate the extent to which the current pattern of development reflects the pattern that was anticipated. If there are marked differences between the uses that were planned and the uses that have actually occurred, the EAR should analyze these variations. The EAR should then assess whether any changes in policies are warranted in order to direct future growth suitable to the community's needs and requirements.

City Response: *Subchapter 3.8 of the EAR has been amended to include an evaluation of the land use configuration of today as it relates to growth trends and patterns anticipated by the plan. Specific objectives and policies of the plan regarding location and pattern of anticipated development are compared to actual development patterns.*

3. Relevant changes to growth management legislation. [Section 163.3191(2)(f), F.S.]

Comment: The proposed EAR did not adequately address this requirement because it did not include a comprehensive assessment of the changes in growth management laws that are relevant and applicable to the City. The EAR did not consistently indicate whether such changes have been addressed by the comprehensive plan and in which element. The EAR fails to offer clear and specific recommendations for plan amendments based on the statutorily required changes.

Recommendation: Revise the EAR to include an assessment of the growth management law changes that are applicable to the City. This assessment must address all of the changes adopted enacted after 1994 (it does not appear that all of the changes adopted since 1994 have been addressed in the comprehensive plan). If rule and law change have already been addressed, indicate where within the plan those changes have been adopted. If rule and law changes have not been addressed, indicate which element such a change would be applicable and include recommendations that the EAR-based amendments create objectives or policies to address specific legislative change.

City Response: *Table 17 in Chapter 6 of the EAR has been updated and amended to provide specific references to the Elements, Goals, Objectives and Policies of the Tavares comprehensive plan that address changes to relevant growth management laws. In addition, references to the relevant Florida Statutes have been included in the heading of each Chapter and subchapter of the EAR.*

4. Assessment of whether the plan objectives within each element, as they relate to major issues, have been achieved, and whether unforeseen and unanticipated changes in circumstances have resulted in problems and opportunities with respect to major issues in each element. [Section 163.3191(2)(g), F.S.]

Comment: The City's proposed EAR did not address these provisions of Sections 163.3191(2)(g), F.S. None of the City's comprehensive plan objectives were reviewed with reference to the major issues identified in the EAR.

Recommendation: Revise the EAR to evaluate achievement of those plan objectives within each element relative to the major issues. Provide an assessment of whether unanticipated changes resulted in problems/opportunities with respect to each of the major issues.

City Response: Chapter 4 of the EAR has been amended to indicate where and how the plan's elements and objectives relate to the major issues identified by the EAR. The revised EAR also provides an assessment of which plan objectives should be amended to address the major issues.

5. Assessment of successes and shortcomings by each plan element. [Section 163.3191(2)(h), F.S.]

Comment: The City's proposed EAR did not address the provisions of Section 163.3191(2)(h), F.S. None of the City's comprehensive plan elements were reviewed to evaluate their successes or shortcomings of their stated goals covering the time period since the last EAR.

Recommendation: Revise the EAR to evaluate the successes and shortcomings of each plan element for the time period since the last EAR.

City Response: Chapter 4 of the EAR includes a subchapter for each of the nine (9) elements of the City's comprehensive plan. The subchapters have been amended to provide a more detailed evaluation of the successes and shortcomings of the plan. A matrix is provided for each of the plan elements that includes an assessment of the efficacy of objectives found in each element.

6. Actions or corrective measures, including whether plan amendments are anticipated to address the major issues identified and analyzed in the report. [Section 163.3191(2)(i), F.S.]

Comment: The proposed EAR does not fully satisfy this requirement. Although the EAR identified major issues, there were no recommendations for corrective measures based on the appropriate analysis of the comprehensive plan as required under Section 163.3191(2)(g), F.S. Additionally, as noted in Comment #4, the EAR did not assess whether the relevant plan objectives have been achieved or whether changes to such objectives may be needed.

Recommendation: Revise the EAR to provide recommendations based on an analysis of the relevant objectives in accordance with Section 163.3191(2)(g), F.S. Further, identify actions or corrective measures including whether plan amendments are anticipated to address the major issues identified in the EAR pursuant to 163.3191(2)(i), F.S. The recommendations should identify any actions or corrective measures needed, including recommendations for EAR-based plan amendments, to address the major issues.

City Response: Chapter 4 of the EAR has been amended to include specific strategies and proposed changes to the comprehensive plan that are required to address the major issues. In particular, the comprehensive plan will need to be amended to provide better direction on annexation, provide support for the City's intent on being a leader in multi-modal transportation, and for aligning the City's comprehensive plan with the vision and principles of the Downtown Tavares Redevelopment Master Plan as it relates to land use, infrastructure and school siting policies.

East Central Florida Regional Planning Council

1. Future Land Use

Comment: According to the EAR "The existing Future Land Use map does not support the City's Vision and the concepts developed through the myregion.org initiative. Large, vacant, residentially designated properties are located on the outer fringes of the city that would contribute to urban sprawl if allowed to develop. The city must determine more appropriate land uses for these properties."

Recommendation: Council staff suggests that the City develop a Rural Reserve land use category or lands on the city's periphery which may be developed in the future. A methodology should also be established that allows future fringe growth only when the need arises, after sufficient infill and redevelopment has been accomplished. Other lands at the edge could be preserved in perpetuity to maintain Tavares' identity as a unique, distinct community, with a clear rural boundary. This could include working farms, conservation lands, and recreation areas.

City Response: *The City will consider the ECFRPC's suggestion as it develops the Annexation Strategy for reducing urban sprawl and to reduce residential development on the urban fringes.*

2. Annexation Policy

Comment: The EAR describes the City's new annexation strategy:

An annexation strategy will be developed to avoid annexing land that is not needed and reduce residential development in the urban fringes. Other considerations for an annexation strategy include:

- Evaluating the impacts of any annexations on the economic development initiatives of the City. In particular, the City does not want to annex land that will be developed in a manner that competes with and diminishes the economic viability of the Downtown Community Redevelopment Area.
- Creating a system of green belts that will set land aside as rural reserves.
- A Transfer of Development Rights (TDRs) program that will encourage development in strategic target areas.
- A strategy for annexing enclave areas.
- Adopt an extra-jurisdictional Future Land Use Plan that will limit Future Land Use Map amendments associated with annexations.

Council staff supports this strategy and will work with the City, if requested, to implement this approach.

City Response: *The ECFRPC's comment is noted.*

3. Affordable Housing and Energy Efficiency

Comment: Currently 50% of the city's single family housing stock is comprised of mobile homes. According to the EAR, "Although many of the city's mobile home parks are located on prime waterfront properties, many of these mobile homes are old, deteriorating and likely unsafe under hurricane situations. Most of the city's mobile home parks are age-restricted. The city seeks strategies, including land use map amendments that would encourage the construction of affordable, high density, energy-efficient housing within the urban core."

Recommendation: Council staff suggests that as the City transitions away from mobile home parks, policies be established that allow accessory dwelling units by right in all residential land use categories. The City should also consider an inclusionary housing ordinance for new projects, with a percentage of units dedicated to affordability.

City Response: *The City will consider including policies in the comprehensive plan which allow accessory dwelling units by right in all residential land use categories.*

4. Sustainable Economic Development

Comment: The City proposes to further economic development strategies by including policies in the Future Land Use and Transportation elements of the comprehensive plan which consider innovative land use strategies. These strategies may include overlay districts and incentives for each of the economic development focus areas and implementation of a citywide TCEA.

City Response: *The ECFRPC's comment is noted.*

5. Multimodal Transportation

Comment: The City has established a sea plane basin and water taxi service on Lake Dora over the past two years. The City seeks to further expand its multimodal options by connecting to the region's SunRail line, scheduled to begin operations in 2013. The City has worked with Lake County and neighboring municipalities to purchase right of way for BRT or light rail service. Council staff supports the City's multimodal efforts.

City Response: *The ECFRPC's comment is noted.*

6. Public Facilities

Comment: The city's water, sewer and stormwater infrastructure in the downtown need to be upgraded to meet the demands of a densely populated and economically vibrant urban core. Similarly, infrastructure, including rail transportation, is needed for the proposed freight village/commerce park located in the southern sector of the city and the medical village proposed in the vicinity of the Waterman Hospital. Strategies to fund these capital improvements must be identified in the Capital Improvement Element of the Plan.

City Response: *The ECFRPC's comments are noted.*

7. School Capacity

Comment: The City desires to promote the siting of public schools with urban center in support of compact development and it's DTRMP. The City's Land Development Regulations (LDRs) allow for school siting within any land use category and proposes to amend its LDRs to add a restriction limiting school bus facilities siting to higher density urban land uses as part of the EAR amendment process.

Council staff has reviewed the suggestions in each element of the proposed EAR. ECFRPC worked closely with the City during the Scoping process to develop these suggestions and strategies, and thus we have no additional comments at this time. ECFRPC commends the City and its staff for their extensive efforts to redevelop the downtown and waterfront in recent years. We look forward to working with the City as they continue these efforts.

City Response: *The ECFRPC's comments are noted.*

Florida Department of Transportation

1. Capital Improvements

Comment: According to FDOT's LOS_SPREADSHEET, which is a planning-level tool, US 441 has an adopted LOS standard of D, and currently functions at LOS B. SR 19 has an adopted LOS of standard of D, and currently functions at LOS C and D.

Recommendation: Any transportation projects needed to meet adopted LOS standards must be included in the five-year schedule of capital improvements, even if the City is not funding the improvements, per 163.3177(3)(a), F.S.

City Response: *We understand that all transportation projects related to the City, regardless of funding source, should be identified in the five-year schedule of capital improvements. Paragraph 1 of page 68 has been modified as follows: "The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule is to identify the capital improvements that are needed to implement the Comprehensive Plan, present its financial feasibility, and ensure that the adopted LOS standards are achieved and maintained for facilities subject to concurrency, including transportation projects (whether funded by the City or another agency), potable water, sanitary sewer, solid waste, drainage, recreation facilities, and public school facilities. The CIE provides the policy direction needed to protect investments in existing facilities, maximize the use of existing facilities, and promote orderly and compact growth." In addition, please see the assessment of Objective 7-1.1 (page 75) for additional reference to this comment.*

2. Transportation

Comment: Transportation Element OBJECTIVE 2-1.7 does not appear to be complete on Page 45.

City Response: *On page 45, the word "TCEA" has been added to this table item.*

3. Future Land Use

Comment: Future Land Use Policy 1-1.1.9 appears to be providing a new land use designation. The EAR-based amendments should provide maximum density/intensity and land use mix for this new designation and analysis is needed for these new impacts.

City Response: *This will be addressed in the EAR-based amendments.*

4. Future Land Use

Comment: The City has noted that the F.A.R. currently applied to mixed-uses should be increased to encourage higher density and intensities within the downtown area to support the Downtown Tavares Redevelopment Master Plan's goals. FDOT recommends that the impacts of this increase be quantified as part of the EAR-based amendments. If there are impacts to State Roads, as a result, mitigation (which may include multi-modal projects or strategies) must be identified.

City Response: *The EAR-based amendments will quantify the change in development intensity and density in a pro-forma type matrix. This matrix would summarize the number of net housing units, commercial square footage, and the like. The data and analysis will evaluate the net increase in development against the future existing plus committed transportation network to quantify anticipated transportation impacts.*

5. Future Land Use

Comment: The City states that FLU Policy 1-1.1.3.6 should be revised to recognize the TCEA amendment as it relates to removal of transportation concurrency and be made consistent with the Transportation Element. FDOT notes that recent DCA ORC reports for DULA mobility plans within the State indicate that LOS standards must be provided in the comprehensive plan "for transportation planning purposes", even if roadway concurrency need not be met. A mobility plan for the City is needed by July 2011. The DCA ORC reports also indicate that lands annexed since the city was designated a DULA are not part of the DULA, therefore the City should provide policies that address this in their EAR-based amendments.

City Response: *As part of the EAR-based amendments, the City will develop policies to address lands annexed since the creation of the TCEA. The City will develop a mobility plan prior to the July 2011 deadline.*

6. Transportation

Comment: The City states that they will be working with FDOT as they develop the new 2010 Transportation Impact Handbook so that the city can replace standard Traffic Impact Analysis (TIA) with a multimodal transportation impact analysis so that all modes of transportation are emphasized. FDOT notes that there is already a common TIA methodology for Lake-Sumter counties, developed by the MPO and the City's interest in developing a multimodal TIA methodology should be coordinated with the MPO.

City Response: *The intent of this statement (on page 12) was to demonstrate the City's dedication to expand transportation and mobility choices by working with the Lake-Sumter MPO and FDOT District 5 to address multi-modal planning concepts. The City of Tavares is pursuing the development of a Comprehensive Plan which integrates the analysis of land use together with the development of a balanced transportation network. These efforts would include adjusting the City's approach to conducting transportation impact analyses so that developers, consultants, and agency staff take a balanced, multi-modal approach to assessing impacts.*

The adopted TIA used by the LSMPO would continue to be utilized. However, the City will work with the LSMPO and FDOT D-5 staff as the state-wide Transportation Impact Handbook is implemented to ensure that any efforts to support multi-modal transportation impact analyses are coordinated and consistent. In addition, we will update this bullet point to clarify the intention of this statement in the EAR. The language in this bullet point has been updated to clarify the intention of this statement in the EAR. Please see updated Section 2.5.1, bullet item 11, on page 12.

7. Transportation

Comment: With respect to the two below comments made in the EAR, please provide supporting data and analysis for the near-term (5 year), and long-term (10 year), as required by F.S.

The Lake County Transit Development Plan, 2008 Major Update, also identified Bus Rapid Transit (BRT) or Light Rail Transit (LRT) along its primary thoroughfare (US 441) for a future project that would enhance connections from Tavares to adjacent destinations for employment, education, recreation, shopping, and healthcare. The provision of BRT service, or possibly an LRT service, may be needed in the future to relieve ever increasing congestion along US 441.

City Response: *These statements present a long-term vision developed by Lake County Transit in conjunction with communities served by LakeXpress. The concept of developing BRT or LRT as discussed in the 2020 Lake County TDP is a visionary concept. Consideration of future transit alternatives such as BRT and LRT along US 441 extend beyond the recommended improvements selected by Lake County when they adopted their TDP. However, consideration of these types of improvements in the US 441 corridor reflect longer-term aspirations of the community. As such, these concepts have been recognized for coordination and consistency purposes. Extracted pages from the 2008 Lake County TDP have been provided as backup with the ORC Report to address this comment (pages 8-38, 8-42, and 9-26 from the Lake County Major TDP Update).*

8. Transportation

Comment: With respect to the two below comments made in the EAR, please provide supporting data and analysis for the near-term (5 year), and long-term (10 year), as required by F.S. - US 441 is operating at LOS B as a result of steps undertaken with the county and state to address these issues.

City Response: *This assessment of service was taken utilizing traffic counts along US 441 and comparing those counts to FDOT's AADT data, and utilizing January 2010 Lake County TMS Segment Report data from the LSMPO. The EAR will be amended to add a footnote to page 41 where this is referenced, and will include the traffic count data in an Appendix to the ORC Response document.*

9. Capital Improvements

Comment: Please clarify the document referred in comments pertaining to OBJECTIVE 7-1.5: The "FDOT District Five Growth Management Handbook" is noted. Does the City mean the "Quality/Level of Service Handbook"?

City Response: *The reference is to the District 5 Growth Management Handbook specifically. We understand the need to reference the "FDOT Quality Level of Service Handbook." We will make this correction in our citation on page 72 of the EAR accordingly.*

10. Transportation

Comment: It is noted that the City of Tavares transmitted a TCEA related Comprehensive Plan amendment to the Department of Community Affairs in February 2010, and upon adoption, this amendment will establish the city boundary of Tavares as a TCEA and remove all concurrency related language from the Transportation, Concurrency Management, and Capital Improvements Elements of the Comprehensive Plan. FDOT recommends that the City retain roadway LOS standards for their own planning use and also as a means of assuring developers and potential new residents that the City is capable of maintaining a balanced transportation system.

City Response: *This is a policy decision that will be coordinated between the LSMPO and the City. The City intends to continue to have new development applications include an estimate of roadway traffic impacts. Developers will continue to produce and provide this information. The City will continue to provide traffic roadway impact data to the LSMPO for monitoring purposes only - not for LOS assessments.*

This approach will allow the City to continue to consider traffic volumes so that the community understands how approved developments would impact the roadway network (i.e. Old US 441 may

operate with stop and go conditions if a significant development were approved on the east side). In this way the LPA will contemplate roadway impacts, using LOS measures only as guidance (to understand projected traffic volumes compared to anticipated roadway capacity).

Despite these considerations and guidance, the LPA and other decision makers would approve development based upon quality level of service measures which consider what transportation improvements are need to maintain a balanced transportation system while also permitting the City to approve development orders that further the community's goals.

Ultimately, as part of the City's Mobility Plan (to be developed by July 2011), multi-modal analysis would replace simple roadway LOS in the City's Comprehensive Plan; however, it is anticipated that the City will continue to monitor roadway LOS and coordinate with the LSMPO to ensure that areas outside of the TCEA are appropriately provided with transportation infrastructure.

11. Transportation

Comment: The City has stated that the city's local, state and county roadways are all meeting the adopted level of service (LOS) standard, with the exception of one segment of SR 19 from CR 561 to Lake Harris, which is currently operating below the adopted LOS. The deficient segment of SR 19, from CR 561 to Lake Harris, is to be widened according to the Lake-Sumter Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP). FDOT recommends that supporting data be provided to document these conclusions about existing conditions and to show that the SR 19 project will be adequate.

City Response: As noted in FDOT's LOS Spreadsheet (referenced above), SR 19 is operating at an acceptable LOS. Given existing and committed projects referenced in the Lake County TMS Segment Report (January 2010), LOS deficiencies (will operate at LOS E without improvements) are expected for SR 19. The reference to SR 19 has been clarified accordingly. The LRTP identifies needed and cost affordable improvements for SR 19 and has also been referenced accordingly. Relevant pages from the MPO's 2025 Long Range Transportation Plan (LRTP) have been included in an Appendix to the ORC Report Response for supporting documentation.

12. Transportation

Comment: The EAR-based amendments for the Transportation Element should include strategies for reducing greenhouse gas emissions per 163.3177(6), F.S.

City Response: This deficiency is pointed out in Section 4.2.3 (Shortcomings) and Section 4.2.5 (Recommendations). The EAR section on Multi-Modal Transportation Issues (Section 2.5.1) describes a number of activities being undertaken by the City to enhance transportation choices and mobility, and page 41 of the EAR recommends that the City add an objective to the transportation element that will address HB 697 goals to reduce green house gas emissions. The City's efforts to reduce greenhouse gases will be reflected in the EAR-based amendments.

Efforts to be documented will include promoting development that encourages transit use, bike-ped planning efforts (Such as the Tav-Lee Trail), energy efficient land use patterns through transit-oriented development within the TCEA, traffic demand strategies to reduce the number of single-occupancy vehicles, and improving intersections for safety and functionality. These ideas are discussed on pages 11-12, and have been added to the transportation element assessment matrix, under Goal 2-1 (page 46).

13. Land Use/Transportation

The EAR mentions goals for increased densities to support the multi-modal network goals. As part of the EAR-based amendments, please be sure to analyze the impact of the higher densities on State roadways. Such impacts may extend outside city boundaries, and the TCEA.

City Response: This comment is noted. As part of the EAR-based amendments, the City will analyze the future densities desired by the City and the impact of these densities on the transportation network using modeling assumptions and tools for this area. The City can then continue to coordinate with the MPO to ensure that orderly development continues to occur both within the TCEA and outside the TCEA boundaries. This additional analysis to be completed for the EAR-based amendments has been added to the EAR text. Please see Objective 2-1.2 (Page 47).

14. Capital Improvements

Comment: The EAR states that the last Five-year Schedule of the Capital Improvement Plan was completed in 2009. Programmed transportation improvement projects included in the City's five-year schedule of capital improvements should reflect the most recent version of FDOT's Adopted Work Program or the MPO's Transportation Improvement Program (TIP). Current information about programmed FDOT projects can be obtained from Dave Marsh, FDOT Liaison, at 407-482-7878 or david.marsh@dot.state.fl.us.

City Response: This comment is noted. The City will continue to monitor the funding of improvements by other agencies. The City will also coordinate with FDOT and the LSMPO to ensure that improvement efforts in both the Adopted Work Program and TIP are consistent with the City's Comprehensive Plan - CIE.

St. Johns River Water Management District

Comments: Please note that District review of the adopted EAR and EAR-based amendment will take into consideration the following:

1. Projects listed in the capital improvements schedule are consistent with the adopted water supply facilities work plan.
2. Stormwater management, aquifer recharge, and reuse policies and projects are consistent with the goals of the Upper Ocklawaha River Basin Surface Water improvement and Management (SWIM)) Plan to protect or enhance water quality in the basin.
3. Policies promote and encourage the use of low impact development techniques. (For example, the City could provide development incentives for water-efficient developments such as those that implement the Florida Water StarSM program, a point-based, certification program similar to the Federal ENERGY STAR program.)
4. Policies to protect water resources are consistent with the District's environmental resource permitting rules.
5. Future land use designations assigned to District property allow District management activities.
6. Proposed transportation corridors or facilities do not impact District lands and easements.

7. Policies identifying the District as a receiver of easements include the statement "subject to the District's acceptance."

City Response: While the St. Johns River Management District does not have any comments on the proposed EAR, the District's comments are noted. As the City proceeds with the EAR-based amendments which will be adopted pursuant to section 163.3191(10), F.S., the City will be mindful of the District's seven suggestions for improving the comprehensive plan.

Florida Department of State – Division of Historical Resources

Comment: According to this agency's responsibilities under Section 163, Florida Statutes, and Chapter 9J-5, Florida Administrative Code, we reviewed the above document. Our cursory review indicates that historic resources are not specifically addressed in the EAR nor are they addresses as Major Issues. Nevertheless, historic resources are addressed in the evaluation of comprehensive plan elements.

Objective 1-1.4 of the Future Land Use Element states that the city shall maintain the adopted Historic Preservation Ordinance. Objective 3-1.5 of the Housing Element addresses the protection of historic structures by means of the historic preservation ordinance. In the Conservation Element the protection of historically significant sites by means of the Land Development Regulations is addressed. The EAR indicates that these referenced objectives are still relevant and no changes are needed. It appears that the city has developed effective ongoing methods to protect and preserve its significant historic sites and properties.

City Response: While the Department of State – Division of Historical Resources does not have any comments on the proposed EAR, the agency's comments that are related to various objectives of the comprehensive plan for historic preservation are noted. As the City proceeds with the EAR-based amendments which will be adopted pursuant to section 163.3191(10), F.S., the City will be mindful of the Division of Historical Resources' comments and ensure that they are carried forward in the EAR-based amendments of the comprehensive plan.

APPENDIX

ATTACHMENT 1:
PAGES FROM THE LAKE~SUMTER MPO 2025 LONG-RANGE
TRANSPORTATION PLAN
(RELATING TO STATE ROAD 19 IMPROVEMENTS)

FLAGLER

Lake - Sumter MPO Long Range Transportation Plan

2025 Cost Affordable Plan
Number of Lanes & Road Type

Map 2025CA-1

VOLUSIA

MARION

SEMINOLE

ORANGE

SUMTER

Alignment to be determined

LEGEND

ROAD TYPE	NUMBER OF LANES			
	2	3	4	6
One-Way	—	—	—	—
Undivided	—	—	—	—
Divided	—	—	—	—
Freeway	—	—	—	—

— New or Expanded Roads

- SR 46 Bypass
- Wekiva Parkway

Alignments of new roads to be determined.



POLK

OSCEOLA

FLAGLER

Lake - Sumter MPO

Long Range Transportation Plan

2025 Needs Plan
Number of Lanes & Road Type

Map 7C-1

VOLUSIA

MARION

Alignment to be determined

SUMTER

SEMINOLE

ORANGE

POLK

OSCEOLA

LEGEND

ROAD TYPE	NUMBER OF LANES			
	2	3	4	6
One-Way				
Undivided	—	—	—	—
Divided	—	—	—	—
Freeway	—	—	—	—

- New or Expanded Roads
- SR 46 Bypass
- Wekiva Parkway
- New East-West Toll Road

Alignments of SR 46 Bypass, Wekiva Parkway, and the New East-West Toll Rd to be determined.



Table 7-1: 2025 Needs Plan Projects and Costs

Street	From Street	To Street	2010 Road Type	2025 Needs Road Type	Design Cost	ROW Cost	Construction Cost	Total Cost
SR 81	SULLIVAN RD	ORANGE CO. LINE	4F	8F	\$ 6,827,656	\$ 5,057,523	\$ 25,287,618	\$ 37,172,795
SR 25 (US 27)	CR 561A	O'BRIEN RD	4D	5D	\$ 9,503,356	\$ 33,356,301	\$ 45,392,506	\$ 88,254,163
SR 25 (US 27)	CR 33	MAIN ST	4D	5D	\$ 2,654,602	\$ 1,966,297	\$ 8,831,489	\$ 14,452,388
SR 25 (US 27)	CR 44	MAIN ST	4U	5D	\$ 1,883,344	\$ 1,180,255	\$ 5,961,273	\$ 8,674,872
SR 46 BYPASS	SR 46	WEST BOONE CT	00	4F	\$ 5,803,237	\$ 4,296,894	\$ 21,493,468	\$ 31,993,400
US 27/US 441	ORANGE COUNTY LINE	POLK COUNTY	4D	5D	\$ 789,942	\$ 585,142	\$ 2,925,710	\$ 4,300,794
MEKIVA PKWY	ORANGE COUNTY LINE	SEMINOLE COUNTY LINE	00	8F	\$ 11,232,759	\$ 6,320,362	\$ 41,602,812	\$ 61,156,133
SR 19	SR 25 (US 27)	O'BRIEN RD (N)	2U	4D	\$ 1,573,188	\$ 1,165,325	\$ 5,826,827	\$ 8,565,141
SR 19	CR 46	SR 19 (NB/88)	2U	4D	\$ 15,406,283	\$ 2,919,022	\$ 57,060,307	\$ 75,385,612
SR 19	CR 581	SR 19 (NB/88)	4D	8D	\$ 3,146,352	\$ 2,330,632	\$ 11,653,162	\$ 17,130,146
SR 19	CR 450 (S)	SR 25 (US 27)	2U	4D	\$ 1,840,696	\$ 1,383,449	\$ 6,817,245	\$ 10,021,350
SR 19	SR 50 (EB)	SR 25 (US 27)	2U	4D	\$ 4,540,418	\$ 3,307,717	\$ 16,638,582	\$ 24,752,717
SR 19 / CR 561 CONNECTOR	SR 19	CR 581	00	4D	\$ 4,618,583	\$ 3,421,173	\$ 17,105,864	\$ 25,145,620
SR 33	LAKE ERIE RD	ORANGE COUNTY LINE	2U	4D	\$ 4,308,872	\$ 3,191,756	\$ 15,958,782	\$ 23,459,410
SR 408	SR 27	ORANGE COUNTY LINE	00	4F	\$ 6,138,848	\$ 4,547,985	\$ 22,736,473	\$ 33,422,616
SR 44	CR 44	VOLUNIA CO. LINE	2U	4D	\$ 15,238,588	\$ 11,286,359	\$ 56,431,798	\$ 82,954,741
SR 46	SR 500 (US 441)	SEMINOLE CO. LINE	2U	4D	\$ 9,596,481	\$ 7,086,267	\$ 35,431,337	\$ 52,084,085
SR 50	SUMTER CO. LINE	SUNSET AV	2U	4D	\$ 2,761,960	\$ 2,045,997	\$ 10,229,482	\$ 15,037,338
SR 50	CR 561	HANCOCK RD	4D	8D	\$ 3,962,657	\$ 2,935,301	\$ 14,676,507	\$ 21,574,465
SR 500 (US 441)	CR 44A	WOLF BRANCH RD	4D	8D	\$ 4,997,224	\$ 3,701,648	\$ 18,508,237	\$ 27,207,109
BRONSON RD	CR 561	LAKESHORE DR	00	2U	\$ 193,922	\$ 228,144	\$ 1,140,720	\$ 1,562,786
CAPT. HAYNES	SR 19	DEAD RIVER RD	00	2U	\$ 206,769	\$ 243,758	\$ 1,216,268	\$ 1,666,315
CHERRY LAKE RD	CR 478	E APISHAWA RD	2U	4D	\$ 716,447	\$ 842,879	\$ 4,214,384	\$ 5,773,720
CR 25	US 27/US 441 (S)	US 27/US 441 (N)	2U	2D	\$ 74,534	\$ 87,887	\$ 438,433	\$ 600,654
CR 25A	THOMAS AV	CR466A	2U	2D	\$ 141,506	\$ 166,478	\$ 832,391	\$ 1,140,375
CR 25	US 27/US 441 (N)	MARION CO. LINE	2U	4D	\$ 741,432	\$ 872,273	\$ 4,361,364	\$ 5,975,069
CR 33	CR 48	CR 470	2U	4D	\$ 174,443	\$ 205,227	\$ 1,026,136	\$ 1,405,806
CR 33	CR 470	SR 25 (US 27)	2U	8D	\$ 939,966	\$ 1,105,843	\$ 5,529,214	\$ 7,575,023
CR 37	CR 46	WOLF BRANCH RD	2U	4D	\$ 167,553	\$ 197,121	\$ 965,606	\$ 1,350,280
CR 437	SR 46	CR 44A	2U	4D	\$ 514,958	\$ 605,633	\$ 3,029,167	\$ 4,149,655
CR 439	CR 44	SR 44	2U	4D	\$ 1,423,300	\$ 1,674,470	\$ 8,372,349	\$ 11,470,119
CR 44	SR 500 (US 441)	CR 473	2U	4D	\$ 5,629,443	\$ 6,622,873	\$ 33,114,371	\$ 45,396,687
CR 44	CR 473	CR 44A (LEG)	2U	4D	\$ 380,117	\$ 447,197	\$ 2,235,985	\$ 3,063,299
CR 44	CR 44A (LEG)	SR 19	2U	4D	\$ 99,939	\$ 117,576	\$ 587,879	\$ 805,394
CR 441 (OLD)	SR 500 (US 441)	SR 19	2U	4D	\$ 486,926	\$ 572,854	\$ 2,864,270	\$ 3,924,050
CR 441 (OLD)	SR 19	CR 44C	2U	2D	\$ 1,793,171	\$ 2,074,318	\$ 10,371,561	\$ 14,209,063
CR 448	SR 500 (US 441)	ORANGE COUNTY LN	2U	4D	\$ 1,860,852	\$ 1,393,224	\$ 6,966,119	\$ 10,240,195
CR 448	SR 500 (US 441)	CR 44A	4D	8D	\$ 173,992	\$ 204,697	\$ 1,023,485	\$ 1,402,174
CR 448	CR 48	DUDA RD	2U	4D	\$ 1,493,167	\$ 1,756,667	\$ 8,783,333	\$ 12,033,167
CR 448	ESTES RD	CR 439	2U	4D	\$ 577,603	\$ 679,866	\$ 3,389,432	\$ 4,667,221
CR 44A (LEG)	CR 44	CR 44A	2U	4D	\$ 316,110	\$ 371,894	\$ 1,839,470	\$ 2,547,474
CR 452	SR 19 (NB)	SR 19	2U	4D	\$ 828,561	\$ 1,092,424	\$ 5,462,121	\$ 7,463,106
CR 455	CR 361	SR 19	2U	4D	\$ 526,465	\$ 619,394	\$ 3,096,670	\$ 4,242,849
CR 455B	FOGGATE RD	CR 381	00	4D	\$ 474,004	\$ 557,651	\$ 2,786,257	\$ 3,819,912
CR 460	CR 468	US 27/US 441	00/2U	4D	\$ 1,320,445	\$ 1,553,464	\$ 7,767,321	\$ 10,641,230
CR 466	CR 101	US 27/US 441	4D	8D	\$ 5,274,228	\$ 9,429,825	\$ 19,898,421	\$ 34,572,474
CR 468	CR 468	SUMTER CO. LINE	2U	4D	\$ 1,150,064	\$ 1,360,076	\$ 6,800,379	\$ 9,316,519
CR 468	CR 44	ORLANDO BELTWAY	2U	4D	\$ 1,841,344	\$ 2,166,289	\$ 10,831,440	\$ 14,839,072
CR 468	SR 500 (US 441)	SUMTER CO. LINE	2U	4D	\$ 315,144	\$ 370,758	\$ 1,853,788	\$ 2,539,690
CR 470	SR 91	SR 25 (US 27)	2U	8D	\$ 2,510,611	\$ 2,663,660	\$ 14,768,300	\$ 20,232,571
CR 470	SR 500 (US 441)	CHERRY LAKE RD	2U	4D	\$ 1,269,875	\$ 1,517,500	\$ 7,587,500	\$ 10,384,875
CR 473	SR 19	SR 19	2U	4D	\$ 1,214,470	\$ 1,428,788	\$ 7,143,940	\$ 9,787,198
CR 48	SR 25 (US 27)	SR 33	2U	4D	\$ 4,404,392	\$ 5,191,638	\$ 25,908,191	\$ 35,494,221
CR 48	N. AUSTIN MERRITT	SR 19	2U	4D	\$ 1,459,811	\$ 1,717,424	\$ 8,597,121	\$ 11,764,356
CR 48	CR 561	SR 25 (US 27)	2U	4D	\$ 1,364,572	\$ 1,605,379	\$ 8,026,894	\$ 10,996,845
CR 50	LAKESHORE DR	SR 25 (US 27)	00	2U	\$ 48,634	\$ 57,216	\$ 286,080	\$ 391,930
CR 50	TURKEY FARMS RD	HANCOCK RD	2U	4D	\$ 94,466	\$ 111,136	\$ 555,682	\$ 761,284

Roads

Table 8-3: Adopted Cost Affordable Plan Improvements and Funding Sources

Project Name	Base Road Type	Future Road Type	Total Cost	State Revenues			County Revenues*			Total	Not Funded
				SIS	State-Other	1st LOGT	LOST	TIF			
SR 91 (SULLIVAN RD -to- ORANGE CO. LINE)	4 Lane Freeway	6 Lane Freeway	\$30,345,139	\$ 30,345,139					\$ 30,345,139		
SR 25 (US 27) (CR 561A -to- O'BRIEN RD)	4 Lane Divided	6 Lane Divided	\$78,750,807	\$ 78,750,807					\$ 78,750,807		
SR 46 (BYPASS) (SR 46 -to- ORANGE COUNTY LINE)	N/A	6 Lane Freeway	\$27,442,277	\$ 27,442,277					\$ 27,442,277		
WEKIVA PKWY (ORANGE COUNTY LINE -to- SEMINOLE CO)	N/A	4 Lane Freeway	\$45,100,800	\$ 45,100,800					\$ 45,100,800		
SR 44 (CR 44 -to- CR 44B)	2 Lane Undivided	4 Lane Divided	\$4,300,051			\$ 262,425	\$ 640,045	\$ 3,397,580	\$ 4,300,051		
SR 50 (SR 25 (US 27) -to- HANCOCK RD)	4 Lane Divided	6 Lane Divided	\$8,900,255			\$ 543,170	\$ 1,324,774	\$ 7,032,351	\$ 8,900,255		
SR 500 (US 441) (CR 44A -to- SR 44)	4 Lane Divided	6 Lane Divided	\$9,070,034			\$ 553,529	\$ 1,350,039	\$ 7,166,466	\$ 9,070,034		
SR 19 (SR 25 (US 27) -to- O)	2 Lane Undivided	4 Lane Divided	\$47,510,597			\$ 2,899,491	\$ 7,071,767	\$ 37,539,340	\$ 47,510,597		
SR 19 (CR 561 -to- CR 441 (OLD))	4 Lane Divided	6 Lane Divided	\$11,870,579			\$ 663,167	\$ 1,617,445	\$ 8,595,945	\$ 11,870,579		
SR 197 (CR 561 CONNECTOR (CR 455 -to- CR 455))	N/A	2 Lane Undivided	\$10,866,557						\$ 10,866,557		
SR 25 (US 27) (CR 25A (S) -to- MAIN ST)	4 Lanes	6 Lane Divided	\$18,879,314						\$ 18,879,314		
SR 50 (CR 561 -to- SR 25 (US 27))	Divided/Undivided	6 Lane Divided	\$8,721,827						\$ 8,721,827		
SR 500 (US 441) (CR 44B -to- WOLF BRANCH RD)	4 Lane Divided	6 Lane Divided	\$13,139,851						\$ 13,139,851		
US 27/US 441 (WEST BOONE CT -to- POLK COUNTY)	4 Lane Divided	6 Lane Divided	\$4,263,353						\$ 4,263,353		
CITRUS TOWER BLVD (SR 25 (US 27) -to- MOHAWK RD)	2 Lane Divided	4 Lane Divided	\$1,380,047						\$ 1,380,047		
CR 33 (CR 48 -to- CR 470)	2 Lane Undivided	4 Lane Divided	\$1,405,806						\$ 1,405,806		
CR 44 (SR 500 (US 441) -to- CR 452)	2 Lane Undivided	4 Lane Divided	\$27,178,415						\$ 27,178,415		
CR 44 (CR 452 -to- SR 44)	2 Lane Undivided	4 Lane Divided	\$10,770,068						\$ 10,770,068		
CR 460 (CR 468 -to- US 27/US 441)	2 Lane Undivided	4 Lane Divided	\$3,819,912						\$ 3,819,912		
CR 468A (SUMTER CO. LINE -to- US 27/US 441)	2 Lane Undivided	4 Lane Divided	\$34,572,474						\$ 34,572,474		
CR 468 (SR 44 -to- CR 460)	2 Lane Undivided	4 Lane Divided	\$3,756,155						\$ 3,756,155		
CR 470 (SR 91 -to- SR 25 (US 27))	2 Lane Undivided	4 Lane Divided	\$10,442,618						\$ 10,442,618		
CR 561 (SR 25 (US 27) -to- CR 561A)	2 Lane Undivided	4 Lane Divided	\$1,307,727						\$ 1,307,727		
CRITTEDEN RD (SR 50 -to- SR 33)	N/A	2 Lane Undivided	\$525,776						\$ 525,776		
HANCOCK RD (LAKE LOUISA RD -to- SR 50)	2 Lane Undivided	4 Lane Divided	\$10,183,666						\$ 10,183,666		
HARTLE RD (HARTWOOD MARSH RD -to- SR 50)	2 Lane Undivided	4 Lane Divided	\$6,328,465						\$ 6,328,465		
HOOKS ST (HANCOCK RD -to- HARTLE RD)	N/A	4 Lane Divided	\$3,985,454						\$ 3,985,454		
LAKE LOUISA RD (HANCOCK RD -to- SR 25 (US 27))	2 Lane Undivided	4 Lane Divided	\$1,820,958						\$ 1,820,958		
N. GRASSY LAKE RD (SR 25 (US 27) -to- TURKEY FARMS R	N/A	4 Lane Divided	\$2,928,894						\$ 2,928,894		
SHELL POND RD (SR 25 (US 27) -to- ORANGE CO. LINE)	N/A	4 Lane Divided	\$10,733,743						\$ 10,733,743		
TURKEY FARMS RD (CR 50 -to- SULLIVAN RD)	N/A	4 Lane Divided	\$7,470,651						\$ 7,470,651		
CR 439 (SR 44 -to- CR 44A)	2 Lane Undivided	4 Lane Divided	\$4,149,958						\$ 4,149,958		
CR 448 (CR 561 -to- ORANGE COUNTY LN)	2 Lane Undivided	4 Lane Divided	\$14,209,080						\$ 14,209,080		
CR 44A (ESTES RD -to- CR 439)	2 Lane Undivided	4 Lane Divided	\$6,210,667						\$ 6,210,667		
CR 444 (LEG) (CR 44 -to- CR 44A)	2 Lane Undivided	4 Lane Divided	\$2,403,727						\$ 2,403,727		
CR 455B (FOSGATE RD -to- CR 581)	N/A	4 Lane Divided	\$4,242,849						\$ 4,242,849		
CR 466 (CHULA VISTA AVE -to- US 27/US 441)	2 Lane Undivided	4 Lane Divided	\$10,641,230						\$ 10,641,230		
CR 470 (SUMTER CO. LINE -to- CR 470)	2 Lane Undivided	4 Lane Divided	\$2,539,690						\$ 2,539,690		
CR 473 (SR 500 (US 441) -to- CR 44)	2 Lane Undivided	4 Lane Divided	\$10,394,875						\$ 10,394,875		
CR 48 (SR 25 (US 27) -to- SR 19)	2 Lane Undivided	4 Lane Divided	\$18,319,599						\$ 18,319,599		
CR 48 (N. AUSTIN MERRITT -to- CR 33)	2 Lane Undivided	4 Lane Divided	\$11,764,356						\$ 11,764,356		
CR 50 (LAKESHORE DR -to- SR 25 (US 27))	N/A	2 Lane Undivided	\$391,930						\$ 391,930		
CR 561A (CR 561 -to- FOSGATE RD)	2 Lane Undivided	4 Lane Divided	\$52,282,181						\$ 52,282,181		
EICHELBERGER (SR 19 -to- CR 561)	2 Lane Undivided	4 Lane Divided	\$8,342,023						\$ 8,342,023		
FOSGATE RD (TURNPIKE INTERCHANGE RD -to- CR 455 (W	N/A	4 Lane Divided	\$3,049,288						\$ 3,049,288		
GRASSY LAKE RD (TURKEY FARMS RD -to- SULLIVAN RD)	2 Lane Undivided	4 Lane Divided	\$9,472,721						\$ 9,472,721		
HARTLE RD (SHELL POND RD -to- HARTWOOD MARSH RD)	N/A	4 Lane Divided	\$12,118,273						\$ 12,118,273		
JOHNS LAKE RD (HANCOCK RD -to- HARTLE RD)	N/A	2 Lane Undivided	\$1,763,681						\$ 1,763,681		
KURT ST (SR 500 (US 441) -to- GOLF LINKS)	2 Lane Undivided	2 Lane Divided	\$890,020						\$ 890,020		

Project Name	Base Road Type	Future Road Type	Total Cost	State Revenues		County Revenues*			Total	Not Funded
				SIS	State-Other	1st LOGT	LOST	TIF		
LAKE GRIFFIN RD (LEMMON ST -to- GRAYS AIRPORT RD)	2 Lane Undivided	4 Lane Divided	\$5,736,875			\$ 350,112	\$ 853,911	\$ 4,532,852	\$ 5,736,875	
LAKESHORE DR (CRESCENT LN -to- LAKE LOUISA RD)	2 Lane Undivided	2 Lane Divided	\$2,118,070			\$ 129,262	\$ 315,266	\$ 1,673,541	\$ 2,118,070	
LEMON ST (US 27/US 441 -to- LAKE GRIFFIN RD)	2 Lane Undivided	4 Lane Divided	\$422,935			\$ 25,811	\$ 62,952	\$ 334,172	\$ 422,935	
N FRONTAGE RD (START -to- CR 50)	N/A	2 Lane Undivided	\$2,611,135			\$ 159,353	\$ 388,657	\$ 2,063,125	\$ 2,611,135	
RADIO RD (TREADWAY SCHOOL RD -to- CR 44)	2 Lane Undivided	4 Lane Divided	\$4,710,931			\$ 287,500	\$ 701,204	\$ 3,722,227	\$ 4,710,931	
RANCH RD (WOLF BRANCH RD -to- SR 44)	N/A	4 Lane Divided	\$7,024,364			\$ 428,685	\$ 1,045,548	\$ 5,550,130	\$ 7,024,364	
NORTH-SOUTH CORRIDOR (SR 91 -to- US 27/US 441)	2 Lane Undivided	4 Lane Divided	\$39,922,508			\$ 2,436,402	\$ 5,942,309	\$ 31,543,796	\$ 39,922,508	
ROUND LAKE RD (ORANGE CO. LINE -to- WOLF BRANCH R	2 Lane Undivided	4 Lane Divided	\$5,549,539			\$ 338,679	\$ 826,027	\$ 4,384,833	\$ 5,549,539	
SULLIVAN RD (GRASSY LAKE RD -to- TURKEY FARMS RD)	N/A	2 Lane Undivided	\$1,483,907			\$ 90,960	\$ 220,874	\$ 1,172,473	\$ 1,483,907	
TURMPIKE INTERCHANGE RD (TURKEY FARM RD -to- FOS	N/A	6 Lane Divided	\$3,512,020			\$ 83,112	\$ 202,705	\$ 1,076,035	\$ 1,361,853	\$ 2,150,167 **
Totals		State SIS (State Intra-State Highway System) Other State Roads	\$181,639,023 \$137,522,458	\$55,297,000		\$ 5,018,079	\$ 12,238,938	\$ 64,969,441	\$ 137,522,458	
		County Roads	\$371,760,709			\$ 22,557,921	\$ 55,018,061	\$ 292,054,559	\$ 369,630,542	\$ 2,150,167
		Total	\$690,942,190	\$181,639,023	\$55,297,000	\$ 27,576,000	\$ 67,257,000	\$ 357,023,000	\$ 688,792,023	\$ 2,150,167

Notes

- * County funding can be used interchangeably among projects
- ** Developer contribution

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ATTACHMENT 2:
PAGES FROM THE LAKE COUNTY TRANSIT DEVELOPMENT PLAN 2008
MAJOR UPDATE
(RELATING TO FUTURE BRT PROPOSED ON US 441)

Recommended Future Transit Service

Figure 8-12: Recommended Future Transit Service

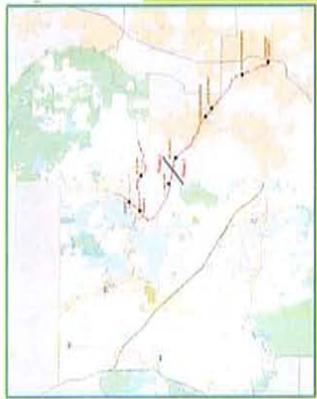
akeXpress
 WilburSmith
 ASSOCIATES

Recommended Service Plan Detail

Alternative	Service	Start Year	Operational	Peak Day
Alternative 1	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 2	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 3	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 4	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 5	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 6	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 7	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 8	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 9	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 10	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 11	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 12	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 13	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 14	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 15	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 16	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 17	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 18	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 19	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 20	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 21	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 22	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 23	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 24	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 25	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 26	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 27	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 28	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 29	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 30	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 31	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 32	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 33	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 34	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 35	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 36	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 37	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 38	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 39	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 40	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 41	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 42	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 43	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 44	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 45	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 46	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 47	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 48	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 49	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100
Alternative 50	Golden Triangle Circulator	2020	100	100
	Zellwood Connector	2020	100	100



Northwest Commuter Rail Study and Implement



2020 Transit Development Plan

Additional information, please contact the Transportation Department at transportation@lakecountywi.gov or www.lakecountywi.gov. For more information, please contact Mike Wood at 920.314.5179 (x251) or via Email at mwood@lakecountywi.gov.

Figure 9-2: Future Transit Alternative #1

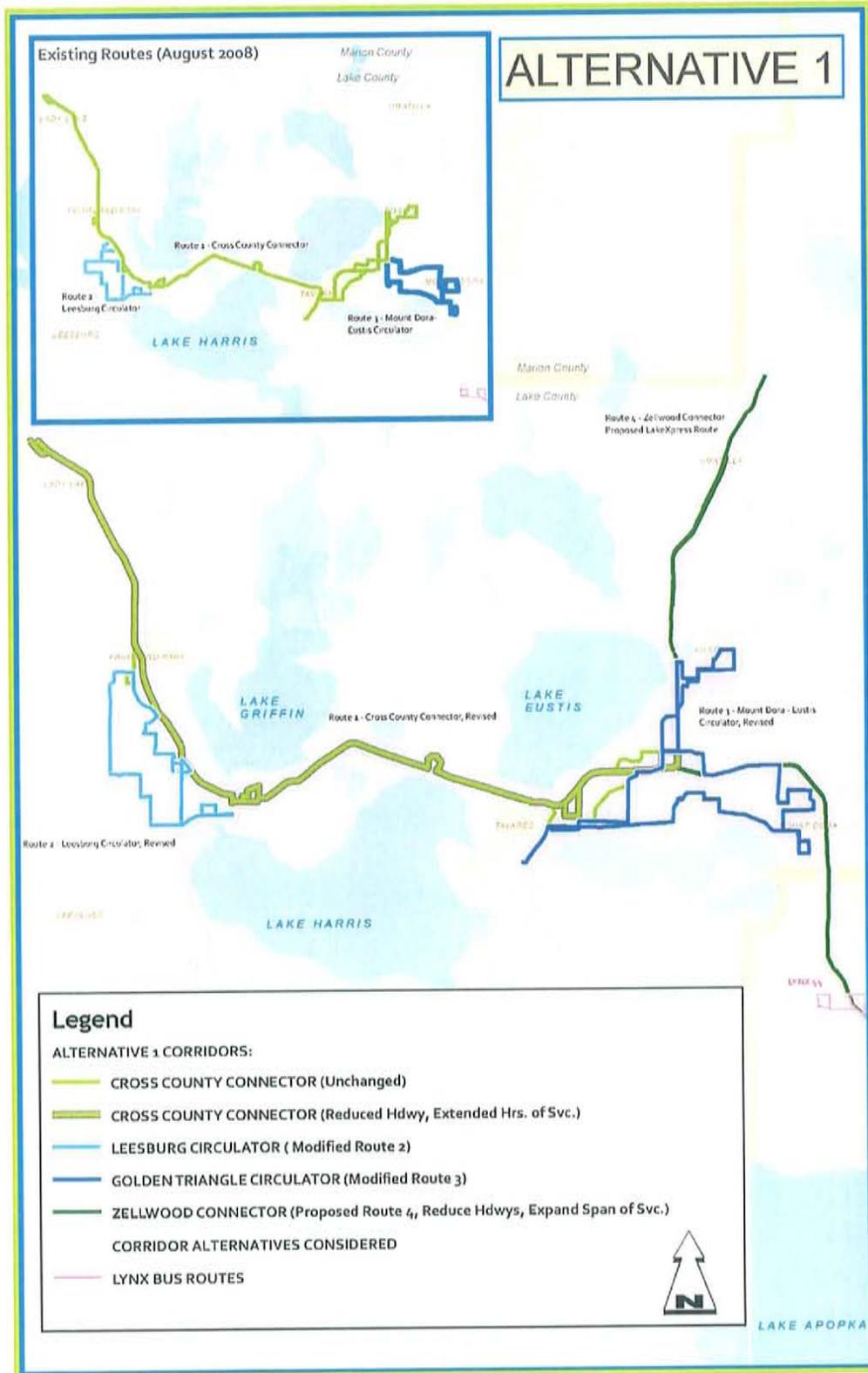


Table 8-10: Alternative #1 Summary of Proposed Service

	Corridor #	Description	Mode
1st Five	1.10	LX Route 1 - Cross County Connector (Operated as is until 2012)	Fixed Route
	1.20	LX Route 2 - Leesburg Circulator (Operated as is until 2012)	Fixed Route
	1.30	LX Route 3 - Mount Dora Circulator (Operate as is until 2012)	Fixed Route
	1.40	ZELLWOOD CONNECTOR (GRANT 2009)	Fixed Route
	1.11	Rev LX Route 1 - Cross County Connector (Streamline in 2012)	Fixed Route
	1.21	LEESBURG FRUITLAND PARK CIRCULATOR	Circulator
	1.31	GOLDEN TRIANGLE CIRCULATOR	Circulator
	1.41	ZELLWOOD CONNECTOR AM/PM HW	Fixed Route
2nd Five	7.41	<i>CROSS COUNTY CONNECTOR BUS RAPID TRANSIT (PHASE 1)</i>	<i>BRT</i>
	7.42	<i>CROSS COUNTY CONNECTOR BUS RAPID TRANSIT (PHASE 2)</i>	<i>BRT</i>
	9.10	<i>NORTHWEST COMMUTER RAIL PHASE 1 (ORLANDO TO ZELLWOOD)</i>	<i>CRT</i>
	9.20	<i>NORTHWEST COMMUTER RAIL PHASE 2 (ZELLWOOD TO EUSTIS)</i>	<i>CRT</i>
	9.30	<i>NORTHWEST COMMUTER RAIL (MOUNT DORA CONNECTION)</i>	<i>CRT</i>

9.8 Recommended Alternative

The various Alternatives were reviewed by the community and evaluated based upon the considerations described in **Section 8**. Criteria used to evaluate various transit service enhancements and corridors included, but were not limited to, the following:

1. Does it provide accessible service for transportation disadvantaged persons?
2. Does the alternative link people to jobs?
3. Does the alternative serve existing development or approved developments?
4. Does the alternative reinforce desirable development patterns?
5. Does this alternative serve employment centers and activity generators?
6. Is the alternative cost-effective?
7. Are there transit supportive densities in the vicinity?
8. Are there multimodal linkages in the vicinity?
9. Does it provide access to community facilities and social service organizations?
10. Does it serve unmet needs?
11. Is this service responsive to increasing travel demand?
12. Is the alternative financially feasible for the community?

Based upon this analysis, Alternative #1 has been recommended for implementation. This Alternative allows the community to focus service improvements where there is a significant transportation need, an opportunity to reinforce desirable development patterns, and improve the transit quality of service in the study area.

ATTACHMENT 3:
LAKE COUNTY TMS SEGMENT REPORT
(JANUARY 2010)

LAKE COUNTY TMS SEGMENT REPORT - JANUARY 25, 2010

Street	From	To	Roadway Information			Existing Volumes and V/C			Committed Trips			Existing + Committed Volumes and V/C		
			Num Lanes	LOS Std.	LOS Cap.	PK HR	PK DIR	V/C Ratio	LOS	EB NB	WB SB	TOTAL	PK HR	PK DIR
C.R. 19A (DORA AVENUE)	LAKE DORA DRIVE	C.R. 500A/ OLD 441	2	D	572	62	0.11	B	0	0	0	62	0.11	B
C.R. 19A (DORA AVENUE)	C.R. 500A/ OLD 441	DAVID WALKER ROAD	2	D	572	229	0.40	B	0	0	0	229	0.40	B
C.R. 19A (DORA AVENUE)	DAVID WALKER ROAD	US 441	2	D	572	167	0.29	B	6	10	16	173	0.29	B
C.R. 448	SR 19	CR 561	2	D	792	114	0.14	B	4	13	17	127	0.14	B
C.R. 448	SR 19	LAKE INDUSTRIAL BOULEVARD	2	D	1140	310	0.27	B	8	3	11	313	0.27	B
C.R. 448	LAKE INDUSTRIAL BOULEVARD	ORANGE COUNTY LINE	2	C	780	255	0.33	B	8	3	11	263	0.34	B
C.R. 452 (E MAIN STREET)	ST CLAIR ABRAMS AVENUE	DORA AVENUE	2	D	572	109	0.19	B	0	0	0	109	0.19	B
C.R. 452 (LAKE DORA DRIVE)	DORA AVENUE	LAKE AVENUE	2	D	572	86	0.15	B	0	0	0	86	0.15	B
C.R. 452 (LAKESHORE DRIVE)	LAKE AVENUE	BAY ROAD	2	D	572	85	0.15	B	0	0	0	85	0.15	B
C.R. 500A/ OLD 441	SR 19	DORA AVENUE	2	D	880	417	0.47	B	7	8	15	425	0.48	B
C.R. 500A/ OLD 441	DORA AVENUE	BAY ROAD	2	D	880	451	0.51	B	88	51	139	539	0.61	C
C.R. 561	SR 19	CR 448	2	D	792	507	0.64	C	21	7	28	523	0.66	C
C.R. 561	CR 448	CR 48	2	D	792	370	0.47	B	4	13	17	383	0.48	C
DAVID WALKER DRIVE	OLD US 441 / CR 500A	CR 19A	2	D	572	261	0.46	B	76	44	120	337	0.59	C
DEAD RIVER ROAD	WEST TERMINI	SR 19	2	D	572	294	0.51	B	119	211	330	505	0.88	C
E MAIN STREET	SR 19	CR 452/ ST CLAIR ABRAMS STREET	2	D	572	442	0.77	C	10	17	27	459	0.8	C
LANE PARK CUTOFF	SR 19	CR 561	2	D	572	123	0.22	B	15	24	39	147	0.26	B
MT HOMER ROAD	CR 19A	US 441	2	D	572	8	0.01	B	0	0	0	8	0.01	B
SR 19 (DUNCAN DRIVE)	US 441	CR 500A/ LAKE SHORE BOULEVARD	4	D	1770	630	0.36	C	84	69	153	714	0.4	C
SR 19	CR 500A/ LAKE SHORE BOULEVARD	CR 452 (MAIN STREET)	4	D	1770	630	0.36	C	84	69	153	714	0.4	C
SR 19	CR 452 (MAIN STREET)	CR 561	4	D	1770	1079	0.61	C	292	363	655	1428	0.81	C
SR 19	CR 561	LAKE HARRIS NORTH END	2	D	1140	1079	0.95	D	201	219	420	1284	1.13	E
US 441/ SR 500	CR 473	OLD US 441/ CR 500A	6	D	2940	1626	0.55	B	10	17	27	1643	0.56	B
US 441/ SR 500	CR 452 / LAKE EUSTIS DRIVE	DAVID WALKER DRIVE	6	D	2940	1549	0.53	B	9	10	19	1558	0.53	B
US 441/ SR 500	DAVID WALKER DRIVE	SR 19/ BAY STREET	6	D	2940	1629	0.55	B	29	19	48	1648	0.56	B
WELLS AVENUE	SR 19	E MAIN STREET	2	D	572	95	0.17	B	0	0	0	95	0.17	B
WOODLEA ROAD	LANE PARK ROAD	SR 19	2	D	572	141	0.25	B	12	6	18	147	0.26	B

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 20, 2010**

AGENDA TAB NO. 4

**SUBJECT TITLE: Resolution #2010- 14 – Endorsing the City of Tavares
2010 ADA Compliance Self Evaluation Report.**

OBJECTIVE:

To approve Resolution #2010-14 endorsing the City of Tavares' 2010 ADA Compliance Self Evaluation Report.

SUMMARY:

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive rights and protections to individuals with disabilities. Specifically, the ADA covers individuals with physical or mental impairments that substantially limit a major life activity, persons with a record of such impairment, and persons regarded or perceived as having such impairment. The goal of the ADA is to guarantee equality of opportunity, full participation, independent living and economic self-sufficiency for all disabled persons.

Title II of the Americans with Disabilities Act (ADA) requires all public entities with 50 or more employees to conduct a "Self Evaluation" to make certain the entity is in compliance with the Act. Additionally, Title II requires that the evaluation be retained for three years. Title II suggests that the evaluations are completed periodically but does not dictate the frequency with which new evaluations are to be done. The attached ADA Self Evaluation has been prepared in compliance with the Federal regulation and will be available for review upon request to the City Clerk's office.

The self evaluation of the City's services, activities, and programs for compliance with the ADA act is to serve as a baseline for understanding accessibility obstacles as experienced by persons with disabilities. To assist in the development of the evaluation, Public Risk Management Loss Prevention Consultant, Julius Darab and Senior Planner and ADA Coordinator, Alisha Maraviglia visited all city owned facilities to identify potential ADA accessibility issue. As a result of the self evaluation process, City staff has already conducted a number of improvements to include installing a handicap accessible front door to the City Hall building and repainting the handicap accessible parking spaces. Additionally, City staff is working closely with the County and MPO on a stimulus funded project to install ADA accessible bus shelters at four sites within the City's corporate limits at a future date.

OPTIONS:

1. That Council makes a motion to approve Resolution 2010-14 endorsing the 2010 ADA Compliance Self Evaluation.
2. That Council makes a motion to deny Resolution 2010-14.

STAFF RECOMMENDATION:

Staff recommends that Council moves to approve Resolution 2010-14.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

LEGAL SUFFICIENCY:

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



CITY OF TAVARES 2010 ADA COMPLIANCE SELF EVALUATION

City of Tavares Community Development Department
ADA Coordinator
PZ File 2010-10
PZD/DATA/Project File/ADA Compliance and Self Evaluation

CITY OF TAVARES ADA SELF EVALUATION

1. INTRODUCTION
2. FEDERAL REGULATIONS
3. APPROACH
4. DEPARTMENTS AND SERVICES
5. POLICIES and PROCEDURES
6. REQUESTING ACCOMMODATIONS AND RESPONDING TO REQUESTS
7. ADA COORDINATOR AND GRIEVANCE PROCEDURE
8. RECOMMENDATIONS

INTRODUCTION

The purpose of the City of Tavares American's with Disabilities Act Compliance Self Evaluation is to meet the requirements of the Federal American's with Disabilities Act and to increase accessibility to City of Tavares services, activities and program's by all City of Tavares' residents and visitors with specific focus on the needs of the disabled.

The self evaluation of the City's services, activities, and programs for compliance with the ADA act is to serve as a baseline for understanding accessibility obstacles as experienced by persons with disabilities. The self evaluation is an analysis tool and it intended to be updated periodically as a major component of the City's long term vision and federal requirements.

FEDERAL REGULATION

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive rights and protections to individuals with disabilities. Specifically, the ADA covers individuals with physical or mental impairments that substantially limit a major life activity, persons with a record of such impairment, and persons regarded or perceived as having such impairment. The goal of the ADA is to ensure equality of opportunity, full participation, independent living and economic self-sufficiency for all disabled persons.

The Federal Act is broken down into the five sections, identified as Titles I-V. Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Furthermore, the act prohibits discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services, or activities to persons with disabilities. The act requires a self evaluation be prepared which is intended to outline programs and services of the local government and to evaluate what policies and procedures which must be implemented or changed to ensure that nondiscrimination policies are in effect.

According to the Department of Justice, a self-evaluation must include an examination of the following areas:

- 1) Programs. A public entity must examine each program to determine whether any physical barriers to access exist. It should identify steps that need to be taken to enable these programs to be made accessible when viewed in their entirety. If structural changes are necessary, they should be included in a transition plan.

2) Policies and Practices. A public entity must review its policies and practices to determine whether any exclude or limit the participation of individuals with disabilities in its programs, activities, or services. Such policies or practices must be modified, unless they are necessary for the operation or provision of the program, service, or activity. The self-evaluation should identify policy modifications to be implemented and include complete justifications for any exclusionary or limiting policies or practices that will not be modified.

3) Communication. A public entity must review its policies to ensure that it communicates with persons with disabilities in a manner that is as effective as its communication with others. If a public entity communicates with applicants and beneficiaries by phone, it should ensure that TTY's (also called text telephones or TDD's) or other equally effective telecommunication systems are used to communicate with individuals with impaired hearing or speech.

4) A public entity should review its policies to ensure that they include provisions for readers for individuals with visual impairments; interpreters or other alternative communication measures, as appropriate, for individuals with hearing impairments; and auxiliary aids for individuals with manual impairments. A method for securing these services should be developed, including guidance on when and where these services will be provided. Where equipment is used as part of a public entity's program, activity, or service, an assessment should be made to ensure that the equipment is usable by individuals with disabilities, particularly individuals with hearing, visual, and manual impairments. In addition, a public entity should have policies that ensure that its equipment is maintained in operable working order.

5) A review should be conducted of a public entity's written and audio-visual materials to ensure that individuals with disabilities are not portrayed in an offensive or demeaning way.

6) A public entity should review its policies to ensure that its decisions concerning a fundamental alteration in the nature of a program, activity or service, or a decision that an undue financial and administrative burden will be imposed by title II, are made properly and expeditiously.

7) A public entity should review its policies and procedures to ensure that individuals with mobility impairments are provided access to public meetings.

8) A public entity should review its employment practices to ensure that they comply with other applicable nondiscrimination requirements, including Section 504 of the Rehabilitation Act and the ADA regulations issued by the Equal Employment Opportunity Commission.

9) A public entity should review its building and construction policies to ensure that the construction of each new facility or part of a facility, or the alteration of existing facilities after January 26, 1992, conforms to the standards designated under the Title II regulation.

Public entities that employ 50 or more persons are required to maintain the self-evaluation on file and make it available for public inspection for three years.

APPROACH

The City of Tavares evaluation was conducted in two parts.

The first part consists of an evaluation of the services, activities and programs offered by the City. This was done by identifying the services offered by the various departments and determining their compliance with the Americans with Disabilities Act. The second part consists of an inspection and evaluation of physical barriers to services provided by the City and an analysis of the public realm. This was accomplished by an inspection of each of the City facilities conducted by Public Risk Management of Florida. The findings of the inspection are incorporated into the section of this document entitled physical barriers.

DEPARTMENTS AND SERVICES

The City departments include: Administration, Human Resources, Economic Development, Finance, Information Technology, Water, Community Services, Library, Police, Fire, Community Development, and Public Works. While all departments serve the citizens of Tavares residents and visitors each department has a separate mission and set of services, activities and programs.

Description of programs, services and activities by departments and/or service area.

Administration

The Administration Services includes the City Administrator, the Human Resources Department, the City Clerk's Office and Public Communication. The Human Resources Department provides a full scope of employment and risk management related services and expertise to all City employees, Tavares City Council, and the public at-large in compliance with local, state and federal law. The City Clerk's Office creates records of public meetings, provides access to public documents, supervises elections and along with the City Administrator provides the City Council with the information necessary to make sound policy

decisions. The Public Communications Office provides a wide variety of communication services and public relations support for the city. The City Administrator governs all City Departments.

Emergency Services

The Police and Fire Department provide for the emergency services needs and safety of the community by working in partnership with the residents to protect life, property, the environment and solve neighborhood problems.

Finance

Finance Department is responsible for the proper accounting of all City funds and compliance of all applicable regulations and law as they pertain to fiscal matters. Information Technology, a division of the Finance Department, is responsible for researching, evaluating, purchasing, installing, and maintaining all City owned computer related equipment and software.

Public Works

The Public Works department includes general maintenance of City buildings facilities, and vehicles and is responsible for repairing all City equipment, structures, roadways, traffic signalization, and sidewalks.

Utilities Department

The Utilities department consists of the water and waste water divisions and is responsible for maintaining the water distribution and plant facilities within the City as well as providing safe, reliable sewage disposal while maintaining loss prevention measures within established guidelines and safeguards from the Department of Environmental Protection.

Community Development

The Community Development Department's primary responsibilities are long-range land use planning, growth management, plan review and building permitting.

Community Services

Community Services includes the parks and recreation division and library services. The Parks Division maintains the city's various parks and recreational

events while the Library offers the public a variety of forms of information and entertainment.

Economic Development

Economic development department implements programs and projects to encourage economic growth and redevelopment, serves as staff to the Community Redevelopment Agency, pursues grant opportunities and coordinates special events for community residents and visitors.

POLICIES AND PROCEDURES

The City of Tavares has made and will continue to make reasonable accommodations to policies and practices in order to prevent discrimination against individuals with disabilities.

OFFICE VISITS

The staff of the City of Tavares will make accommodations or modifications in the agency's policies and practices to enable individuals with disabilities to participate in, and benefit from, the programs, services and activities provided. The City of Tavares is currently modifying its existing personnel policy handbook. Upon completion, it will be amended to include an official policy on assisting persons with disabilities.

PUBLIC MEETINGS

The public is informed that the City of Tavares is prepared to make reasonable modifications to its programs, services and activities, so qualified individuals with disabilities are able to participate in the programs, services and activities in a manner equally as effective as those provided to others. Notices of public meetings are distributed to the Orlando Sentinel Lake Edition and the Daily Commercial.

The notices of public meetings include the following statement:

"Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at 352.253-4546."

EMPLOYEES AND POTENTIAL EMPLOYEES

The City of Tavares has an official procedure through which a potential employee can request a modification to ensure his or her participation in the employment application process. Employment applications include the following statement:

"Applicants who need accommodation in accordance with the Americans with Disabilities Act are asked to notify Human Resources".

The City of Tavares does not have a written policy outlining the procedure by which a current employee can request an accommodation. However, there is an informal understanding that the City of Tavares will make reasonable modifications to accommodate current employees if it does not impose an "undue hardship." The City of Tavares' amended personnel policy will include an official policy documenting its informal commitment to employees and potential employees as it relates to this matter.

EMPLOYMENT PRACTICES

The City of Tavares is an equal opportunity employer. As such all applications for employment and the City Personnel Policy include a notice which reads as follows, "The City hires without regard to sex, race, color, national origin, religion, age, handicap, physical or mental disability, marital status, or any other protected status except to the extent the law allows consideration of such factors."

PROCUREMENT CONTRACTS

The City of Tavares follows the established state purchasing and procurement procedures. There are no circumstances in which a consideration related to disability would influence the choice of a procurement contractor.

COMMUNICATIONS

The City of Tavares programs, services and activities involve the dissemination of information visually, aurally, and orally. Many of the programs, services and activities of the City require telephone communication with residents and business owners.

VISUAL

The following list identifies information that is visually presented. Auxiliary aids currently available and those that may be possible in the future or upon request are listed.

1. Brochures

Auxiliary Aid: Staff Reader

2. Forms

Auxiliary Aid: Staff Reader

3. Employee Handbook

Auxiliary Aid: Staff Reader

4. Newsletters

Auxiliary Aid: Staff Reader

5. Visual Displays

Auxiliary Aid: Staff Reader

6. Publications

Auxiliary Aid: Recorded Reading upon request

7. Employment Applications

Auxiliary Aid: Staff Reader

8. Meeting Minutes and Agenda

Auxiliary Aid: Staff Reader, Recorded Reading upon request

9. Policies and Procedures

Auxiliary Aid: Staff Reader, Recorded Reading upon request

10. Internet Website

Auxiliary Aid: Staff Reader, Recorded Reading upon request

11. City Ordinances

Auxillary Aid: Staff Reader, Recorded reading upon request, Braille
Transcription upon request

AURAL OR ORAL

1. Telephone

Auxiliary Aid: A reasonable accommodation upon request

2. Job Interviews

Auxiliary Aid: A reasonable accommodation upon request

3. Meetings

Auxiliary Aid: Sign language upon request

4. General Interoffice Communication

Auxiliary Aid: Written communication between employees

TELEPHONE

The City of Tavares is investigating the use of video relay and other technical assistance machines which may be appropriate for the customer service area, Police Department, Fire Department and the Human Resources Department.

WEBSITE ACCESSIBILITY

In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage the development of technologies that will help achieve these goals. The City of Tavares' goal is to ensure that its website, www.tavares.org, is both accessible and technologically innovative. The website was designed in accordance with Section 508.

PRIMARY CONSIDERATION FOR AUXILIARY AIDS

The City of Tavares provides qualified individuals with disabilities the opportunity to request the type of communication technology and assistance that best

meets their needs to access city information. The City's programs, services and activities:

1. Inform qualified individuals with disabilities that communication aids or services are available upon request.
2. Do not charge or ask for payment for the cost of requested auxiliary aids or effective alternatives.

The informal policy of the City of Tavares is to provide reasonable accommodations for qualified individuals with disabilities with a preference given to the individual's requested aid or service. If the requested accommodation is not readily available, then a mutually acceptable aid or service is provided. The City of Tavares will be documenting this policy in its modified personnel policy handbook which is expected to be completed in the fall of 2010.

SECURING SERVICES FOR AUXILIARY AIDS

As noted earlier in this document, the City of Tavares will provide auxiliary aids to a qualified person with a disability if a request is made. However, the City does not have an official policy for obtaining these services. The City of Tavares will be documenting this policy in its modified personnel policy also mentioned earlier in this document. This new policy will also be available on the City Website. The new policy will include sources of auxiliary aids City of Tavares employees can obtain for the purpose of addressing request for reasonable accommodations by persons with qualified disabilities.

TRAINING FOR EMPLOYEES

Although there is an informal policy that the City of Tavares will make reasonable accommodations to services, programs, or activities, there is no formal statement of this policy. The City of Tavares is considering creating a more formal policy, including adding its policies to the employee handbook and holding sensitivity and diversity training sessions for its employees. Through these training sessions, the City of Tavares will ensure that its employees are familiar with the office's policies and practices for the full participation of individuals with disabilities.

SAFETY AND EMERGENCY SERVICES

Safety & Emergency Services are delivered by telephone, in-person, by email, standard type written document or standard mail.

The Comprehensive Emergency Management Plan outlines the policies and procedures to be carried out in the case of any emergency. The plan includes several provisions designed to ensure that the needs of the disabled are addressed. Among the provisions are the following:

The existing plan addresses assisting individuals with disabilities in the following manners:

Annex D – Alert & Warning III A 6, "Door-to-door warning may be necessary for part of the population" and;

Annex D – Alert & Warning V C 5, "Provide liaison with Red Cross language data bank personnel for hearing and impaired and non-English speaking groups as appropriate" and;

Annex E – Shelter II A 5, "Special need for the elderly, handicapped, institutionalized and those with language barriers are recognized and will be provided for".

All of the City's 911 lines and the Police department non-emergency # (352) 742-6300 have telecommunication devices for the deaf (TDDs) and all eight employees who work in the Communications Center receive training on these devices during their 12 week Communications Officer Training program and in the 40 Hour Basic APCO Telecommunicator course.

Further, the City of Tavares is updating its personnel policy to include additional training material on the subject of communicating with persons with disabilities for the staff of the Police Department and Fire Department.

RECREATIONAL SERVICES

The City offers a variety of recreational opportunities and special events. The City maintains approximately 300 acres of park lands within its municipal boundaries. Parks with amenities accessible to wheel chair users include the Ingraham Center, a facility available for lease; the Ingraham Park, a picnic facility; Tavares Recreation Park, a boat ramp; Woodlea Sports Complex, a sports viewing facility, and Wooton Park, a six acre park offering a meandering access way, picnic pavilions, restrooms, a children's splash park and a boat ramp. Residents and visitors to the City of Tavares also have access to Lake Idamere Park, a 43 acre playground also designed to be accessible to persons with disabilities.

The City of Tavares offers some competitive sporting events which may not be fully handicap accessible. The City's concern for the safety of participants limits the degree to which the City can modify this service. However, all cases will be explored for opportunities for participation.

BUILDING AND CONSTRUCTION POLICIES

The City has reviewed its building and construction policies to ensure their conformance to Title II standards. The City will continue to ensure that all future construction and alteration of City facilities will be done in accordance with Title II standards.

REQUESTING ACCOMMODATIONS AND RESPONDING TO REQUESTS

The process for requesting necessary accommodation from City staff is both formal and informal. Informal request can be made of all City employees. Formal request may be made in writing and submitted to the City Clerk, the Human Resources Director or the ADA Coordinator. The City is considering documenting this process in its employee handbook.

The current process for responding to requests for accommodation is both formal and informal. Notice of public meetings and employment applications provide information on the formal process for requesting an accommodation. At public events, qualified individuals with disabilities may request an accommodation by contacting the City Clerk's Office.

When requests for accommodation are made, the City of Tavares determines whether the accommodation would fundamentally alter the nature of the program, service or activity, or create an undue financial or administrative burden. Requests for accommodation are reviewed by the City Clerk, the Human Resources Director and ADA Coordinator. Where feasible, accommodations are made within a timely manner.

The City of Tavares does not have a written policy explaining this procedure or how long a decision regarding an accommodation request will take. The City of Tavares intends to include an explanation of this policy both in the employee handbook and on the City website.

ADA COORDINATOR AND GRIEVANCE PROCEDURE

Upon receipt of a formal complaint or grievance pertaining to non-compliance with Title II of the ADA, the City of Tavares will:

1. Immediately provide the ADA Coordinator with the complaint or grievance.
2. The ADA Coordinator will review the complaint or grievance with the Director of the appropriate department impacted or the City Administrator and seek to resolve the matter in 45 days.
3. If necessary, the ADA Coordinator will seek the assistance of the local ADA affiliate, the Center for Independent Resources, to determine an agreeable resolution of the matter in compliance with the ADA.
4. The ADA coordinator shall communicate the results of the investigation and the chosen course of action to the complainant not later than 60 working days from the date the complaint was filed.

RECOMMENDATIONS

- Complete the modification of the City of Tavares Personnel Policy Handbook which will include an official procedure for providing auxiliary aids and services for persons with qualified disabilities. This procedure will guide employees to sources of auxiliary aids, such as sign language interpreters and Braille transcribers.
- Continue to provide diversity and sensitivity training to employees, including training sessions specifically addressing assisting persons with disabilities as outlined on the City Personnel Policy Handbook.
- Display adopted policies regarding accommodating people with disabilities and sources of auxiliary aid and services on the City of Tavares website for convenient access by employees and the public.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 20, 2010**

AGENDA TAB NO. 5

SUBJECT TITLE: Approval of Contract with Don Bell Signs for design, fabrication and installation of gateway and wayfinding signs and a work order for one kiosk to be located at City Hall

OBJECTIVE:

To receive Council's approval to execute a continuing services contract with Don Bell Signs for the purpose of designing, fabricating and installing the gateway and directional signs identified in the City's approved Wayfinding Program.

SUMMARY:

Previously, the City went out for proposal for a sign manufacturing and installation company. Fifteen proposals were received and ranked. On August 18th, 2010, City Council approved the selection of Don Bell Signs for the design, fabrication and installation of the City's gateway and directional signage associated with the Wayfinding program. The Wayfinding program is a multi-year project and \$50,000 has been approved for this fiscal year to install three Main Directional and three Kiosk signs. Staff was instructed to negotiate a contract with Don Bell Signs and to bring that contract back to Council for its approval.

Per Council's instruction, staff has prepared a continuing services contract between the City of Tavares and Don Bells Signs for a period of five years for the design, fabrication and installation of the gateway, directional, and kiosk signs. The five year continuous services contract calls for issuance of work orders on a sign by sign or group of signs basis. The City shall compensate Don Bell Signs for its services in accordance with each submitted work order. Where work orders deviate in pricing from the original estimate, Don Bell Signs will be required to justify the price deviation before the work order is approved. It is anticipated, for example, that a deviation would be related to justified unforeseen site conditions.

The first of the work orders shall consist of one kiosk sign to be located in front of City Hall. After consideration of the proposed site by staff and Councilman Grenier (Councilman Grenier was appointed by council to assist in the implementation of the wayfinding program), it was determined that a two sided sign is not needed or beneficial because upon installation, the second face of the sign will be obstructed from view by the hedges of the planters in which the sign is located (see photograph). Therefore the first installed kiosk shall be one-sided only and the cost of this sign, designed, fabricated and installed shall be as identified in the attached work order entitled Advertising Display System Purchase Agreement, \$4,700. Don Bell Signs has committed to have the kiosk completed in two months from the date of the receipt of notice to proceed.

Enclosed is A) the contract and B) the work order for the kiosk entitled "Advertising Display System Purchase Agreement".

OPTIONS:

1. That Council makes a motion to approve the execution of a continuing services contract with Don Bell Signs and a work order for a kiosk located at City Hall in the amount of \$4,700.
2. That Council makes a motion to approve the execution of a continuing services contract with Don Bell Signs and provides staff direction on an alternative location to the site proposed for the kiosk to be located at City Hall.
3. That Council does not approve the execution of the continuing services contract with Don Bell Signs.

STAFF RECOMMENDATION:

Staff recommends that Council moves to approve the execution of a continuing services contract with Don Bell Signs and the work order for the kiosk to be located at City Hall in the amount of \$4,700.

FISCAL IMPACT:

\$50,000 was budgeted and the cost to design, fabricate and install one single sided illuminated kiosk sign is \$4,700.

LEGAL SUFFICIENCY:

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



CONTINUING SERVICES AGREEMENT BETWEEN
THE CITY OF TAVARES, FLORIDA AND
Don Bell Signs, LLC
FOR: Design, Fabrication and Installation of Gateway and Directional Signs

This is an Agreement between the City of Tavares, Florida, a political subdivision of the State of Florida, hereinafter referred to as the City, by and through its City of Tavares Council, and Don Bell Signs LLC, a Florida limited liability company, its successors and assigns, hereinafter referred to as CONTRACTOR.

Recitals

WHEREAS, the CITY has publicly submitted a Request for Proposal 2010-0014 for the following services:

Design, Fabrication and Installation of Gateway and Directional Signs for the City of Tavares

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the CITY shall initiate the services of the CONTRACTOR by issuing to the said CONTRACTOR a work order for each sign or group of signs that identifies the price and construction schedule; and

WHEREAS, no sign is to be fabricated and/or installed by the CONTRACTOR until a receipt of notice to proceed is issued for each work order; and

WHEREAS, the CITY shall reimburse the CONTRACTOR for each sign or group of signs fabricated and installed per the amount identified in the work order; and

WHEREAS, a deviation in price from this agreement for a sign or group of signs shall require documented justification and acceptance from the CITY;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment 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 by reference.

Article 2. Purpose

- 2.1 The purpose of this Agreement is for CONTRACTOR to provide Design, Fabrication and Installation of Gateway and Directional Signs for the City of Tavares

Article 3. Scope of Services

- 3.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to provide design, fabrication and installation services based on concepts provided by Wilesmith Advertising in the Request for Proposal 2010-0014 and per price estimate submittal known as attachment "A", which was prepared by the CONTRACTOR. The Request for Proposal 2010-0014 and attachment "A" are hereby incorporated into this agreement by reference and are deemed a material part of this agreement. It is understood that the price estimates in attachment "A" may be revised pending design changes as approved by Council, staff and the City Administrator. It is further understood that in the event that prices change from those within the price estimate attached to this contract, the CONTRACTOR shall provide justification for such change in price to the CITY and shall not proceed to fabricate such sign until such price change is approved. It is further understood between the parties that the construction and installation of the signs shown on Exhibit "A" is intended to take place over several years, as funding is available.

Article 4. Payment

- 4.1 The CITY shall compensate CONTRACTOR for his or her services in accordance with the submitted work orders as approved by Council, staff and the City Administrator. Invoices shall be sent to the CITY once monthly. All invoices shall be paid within forty-five (45) days of receipt, pursuant to the terms and conditions of the Florida Prompt Payments Act, sections 218.70 through 218.79, Florida Statutes. CITY shall compensate CONTRACTOR for his or her services in accordance with the approved work orders. Contractor shall not undertake any construction or fabrication of any of the signs that are the subject of this agreement until after it receives a Notice To Proceed (NTP) issued by CITY for that sign, which NTP shall also specify the agreed upon unit prices for the sign(s) ordered.
- 4.2 Independent CONTRACTOR. The parties stipulate and agree that the CONTRACTOR is an independent CONTRACTOR and is not an employee of the CITY for any purpose. The CITY is not responsible for the payment of withholding or employment taxes on any fees paid to the CONTRACTOR pursuant to this agreement.
- 4.3 Invoices shall be submitted in duplicate to The City of Tavares, P.O. Box 1068, Tavares, Florida 32778. Each invoice shall contain a detailed description of fees.
- 4.4 Other than the expenses, set forth in Attachment A, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. City Responsibilities

- 5.1 CITY shall designate one City staff member to act as City's Project Administrator and/or Spokesperson.
- 5.2 CITY shall reimburse CONTRACTOR, in accordance with the approved work orders. The proposed items will be executed as funds become available and will be submitted as individual work orders to be reviewed by Council, city staff and the City Administrator.

Article 6. Contractor Responsibilities

- 6.1 The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder.
- 6.2 The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

Article 7. Special Terms and Conditions

- 7.1 Qualifications. CONTRACTOR shall possess and maintain all certificates as are necessary for the performance of the duties.
- 7.2 Term of Agreement. This Agreement shall be effective for 5 years immediately following the final execution of this Agreement.
- 7.3 Termination This Agreement may be terminated by the CITY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/Task(s) is completed and accepted.
 - A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY with the required 30 day advance written notice, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed as of the date of the termination notice.
 - B. Termination for Cause. Termination by City for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.
 - C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized (included?) in the price of the supplies or services/Tasks delivered under this Agreement. (This standard of payment is a little confusing. Let me know what you are planning to pay them upon termination due to lack of funds and I will see if this language makes sense.)

7.4 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the City Administrator. No such consent shall be construed as making the CITY a party to the subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

7.5 **Insurance.**

7.5.1 Scope of Insurance

The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.

All required insurance shall be provided by insurers acceptable to the CITY, and must maintain an A.M. Best rating of A or above for duration of this Agreement.

The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its SUBCONTRACTORS secure and maintain any insurance required by law to be provided on behalf of their employees and others for the duration of this Agreement.

The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.

All liability insurance, except CONTRACTOR liability, shall be written on an occurrence basis.

The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the Agreement.

7.5.2 Certificate of Insurance

The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY ACORD Certificate of Insurance forms to the Risk Manager for the CITY, before any work under the Agreement begins.

Except for workers' compensation and CONTRACTOR liability, the CONTRACTOR'S insurance policies shall name the CITY OF TAVARES as certificateholder and additional insured with endorsement to the extent of the Agreement.

The Certificate(s) of Insurance shall designate the CITY as certificateholder as follows:

City of Tavares
Attention: Lori Tucker
Post Office Box 1068
Tavares, Florida 32778

The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

7.5.3 Comprehensive General Liability

The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that also includes coverage for bodily and personal injury, property damage liability and Products/Completed Operations; with a \$2,000,000 general aggregate.

7.5.4 Business Automobile Liability

The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$300,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

7.5.5 Workers' Compensation

The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by Florida law and with employers' liability limits of at least \$1,000,000 for each accident and \$1,000,000 for each employee with \$1,000,000 policy limit for disease.

CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

7.5.6 CONTRACTOR Liability/Malpractice/Errors or Omissions Insurance

The CONTRACTOR shall purchase and maintain CONTRACTOR Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence combined single limit.

If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.

- 7.6 Indemnification. CONTRACTOR agrees to indemnify the CITY from any claims, damages and costs arising out of claims by third parties for property damage and bodily injury, including, but not limited to, death, caused solely by the negligence or willful misconduct of CONTRACTOR.
- 7.7 Retaining Other Contractors. Nothing herein shall be deemed to preclude the CITY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 8. General Conditions

- 8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.
- 8.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except as described herein or by a written instrument duly executed by each of the parties hereto.
- 8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- 8.7 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

- 8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.
- 8.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 8.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Don Bell Signs, LLC
365 Oak Place
Port Orange , FL 32127

If to City:

Mr. John Drury
City Administrator
City of Tavares
Post Office Box 1068
Tavares, Florida 32778-1068

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

Article 9. Scope of Agreement

- 9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
- 9.2 This Agreement contains the following Attachments:
Attachment A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY through its City of Tavares Council, signing by and through its City Administrator, on the _____ day of _____, 2010 and by CONTRACTOR through duly authorized representative.

CONTRACTOR:

Title

CITY

Mr. John Drury
City Administrator

ATTEST :

Nancy A Barnett
City Clerk

Attachment "A"

APPENDIX "A"

REVISED SUMMARY SHEET

Please be Aware:

THE CITY RESERVES THE RIGHT TO ACCEPT ANY PORTION OF THE PROPOSAL THAT IS IN THE BEST INTEREST OF THE CITY

Cost / 1 + 2 X Number of Signs	A	B	Cost
	COST OF EACH SIGN	INSTALLATION COST	TOTAL OF ALL INSTALLED
Vehicular Direction (17) Sign Type 1 double face non-illum	2,290.00	552.00	48,314.00
City Orientation Kiosk (2) (3) Type 2 double face illuminated	3,590.00	616.00	12,618.00
Main Directional Sign (3) Type 3A single face illuminated	7,412.00	2,304.00	29,148.00
Gateway Sign (2) Type 4A single face illuminated	30,704.00	3,014.00	67,436.00
Seaplane Replica / Model (2) Opt. 6B Seaplane (2) opt. 6C	21,372.00	40,905.00	124,554.00

Deluxe versions - sign types 3A, 4A, larger version seaplane

NAME OF

SUBMITTING FIRM DON BELL SIGNS, LLC

Don Bell Signs - 1/800/824-0080
Valeri Grub - (cell) 1/386/216-4942



ADVERTISING DISPLAY SYSTEM PURCHASE AGREEMENT

"Customer":
CITY OF TAVARES
201 EAST MAIN STREET
TAVARES FL 32778

Project:
CITY OF TAVARES SIGNAGE RFP
MULTIPLE LOCATIONS
TAVARES FL

License: Florida ES#0000146

Prepared by: Valeri Grub

Date: 10/13/2010

Contract: 1000935

Don Bell Signs LLC, (the "Company") Will Supply Labor, Materials & Necessary Equipment to Perform the Following for the "Customer":

FABRICATE AND INSTALL ONE (DEDICATED TRIP) 6.75FT X 3.75FT SINGLE FACED CITY ORIENTAION KIOSK AS PER DESIGN 1000556 SHEET 3 DATED 06/23/2010. THE KIOSK WILL BE FABRICATED AND INSTALL IN SUCH A FASHION THAT IT CAN BE REMOVED AND RELOCATED.
THERE WILL BE A SINGLE POLE IN CENTER OF SIGN WITH A BASEPLATE WELDED TO BOTTOM OF POLE. THE ORIGINAL 3'X2' CONCRETE FOOTER WILL BE PLACED 6 BELOW GRADE WITH(4) FOUR ANCHOR BOLTS INSTALLED FOR KIOSK BASEPLATE TO ATTACH TO WITH NUTS AND WASHERS.

DON BELL SIGNS WILL FURNISH TO THE CITY OF TAVARES ENGINEERED DRAWINGS FOR THE SIGN SUFFICIENT TO BE READ AND REVIEWED TO ENSURE COMPLIANCE WITH THE FLORIDA BUILDING CODE BEFORE THE CITY WILL ISSUE A NOTICE TO PROCEED.

Specifications and customer approved print #1000935 R1 as of 10/05/2010 hereby becomes a part of this contract (if applicable and is attached hereto).

SALES PRICE: \$4,700.00

(One box must be checked)

The project attaches to and becomes a part of Real Property and is not subject to Florida Sales Tax.

The project is considered Tangible Personal Property and Florida Sales Tax is included in the Sales Price.

Customers outside of Florida are responsible for the payment of applicable sales tax in their appropriate state. The cost of permits, permit acquisition and engineering fees will be added to the sales price. All changes and/ or modifications made to the referenced customer approved prints or scope of work will incur applicable material and labor charges specific to the changes.

All overdue invoices shall bear interest at 1.5% per month.

Terms: Down payment \$2,350.00 ; Balance upon installation

This proposal does not include changeable copy letters (unless specified above) or de-energizing of overhead power lines where applicable. Additional foundation costs incurred as a result of abnormal soil conditions; rock, caliche, water intrusion and/or underground obstructions including utilities will be billed additional to the amount of this contract. Should the permit issuing entity revoke or rescind the permit for any reason beyond our control, after the aforementioned display has been built and their action or the action of the CUSTOMER prevents completion of the installation, the CUSTOMER is still obligated to the terms of this contract.

IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT PRIMARY ELECTRIC SERVICE, PHONE LINES, COMMUNICATION LINES AND HOOK UPS ARE THE BUYER'S RESPONSIBILITY. THE CONTRACT BALANCE OF PAYMENT BECOMES DUE AND PAYABLE UPON INSTALLATION OF THE SIGN DISPLAY.

(In the event, however, that electrical and/or phone service is not in place at time of display installation, a ten (10%) percent retainage may be held by Customer until such service is installed. In no event may such retainage holdback exceed forty-five (45) days from date of display installation).

IF THIS CONTRACT INCLUDES AN ELECTRONIC MESSAGE CENTER OR TIME AND TEMPERATURE DISPLAY, CUSTOMER AGREES TO INSTALL, AT CUSTOMER'S EXPENSE, PRIMARY ELECTRICAL SURGE SUPPRESSION AND DISPLAY GROUNDING DEVICES SPECIFIED BY THE COMPANY.

The Company warrants this display to be free of defects in material and/or workmanship for a period of one (1) year from the installation date. **THERE ARE NO WARRANTIES MADE BY THE COMPANY EXCEPT AS EXPRESSLY SET FORTH HEREIN. WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.** All work will be completed in a workmanlike manner. All agreements are contingent upon strikes, accidents or delays beyond the control of the Company. Our workers are fully covered by workman's compensation insurance.

This Agreement shall be construed and interpreted under and according to the laws of the State of Florida. The parties to this Agreement consent to the exclusive jurisdiction and venue of the courts of the State of Florida in the County of Volusia in connection with any and all actions arising out of this Agreement. In the event that there is any litigation concerning this Agreement, the prevailing party in such litigation shall be entitled to recover its attorneys' fees, costs, and expenses incurred in connection with the litigation at trial court, appellate court or bankruptcy court.

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct of fraud or any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

In the event the sign display cannot be installed due to any delay for causes beyond the control of COMPANY or is not installed due to CUSTOMER'S request, the Contract Balance shall become immediately due and payable, less the cost for installation. CUSTOMER will be responsible for storage charges in the amount of 1/2 of 1 percent of the purchase price per month until installed. In the event of any default or failure of performance hereunder by COMPANY, including but not limited to a breach of this agreement or the direct, active negligence or other wrongful act or omission of COMPANY generating a cause of action in favor of CUSTOMER, COMPANY'S liability shall be limited to the total amount of the payments actually made by CUSTOMER to COMPANY hereunder as of the time of the accrual of such cause of action. In no event shall COMPANY have any liability or legal responsibility to CUSTOMER or to any third person, whether for damage to person or property, business or economic damages, damage to products, goods or any other thing or legal or property right or interest, in excess of such amounts actually paid by CUSTOMER to COMPANY hereunder as of the time such cause of action accrues. CUSTOMER hereby indemnifies COMPANY, holds COMPANY harmless, and shall defend at its own expense and thereafter satisfy and discharge from its own funds and resources, any and all such claims against the COMPANY arising of, from or through its actions or inactions or the products, services or materials taken, delivered or installed by the COMPANY, its agent or its independent contractors pursuant to this contract, whether made by or on behalf of itself, its employees, agents, privies, successors or assigns, or any third person, for all time and anywhere in the world.

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and transmitted by facsimile and, in such event, the transmission by facsimile shall have the same force and effect as the hand delivery of an original of this Agreement to the receiving party duly executed in ink.

Customer Signature _____	Accepted by _____
Customer Name/Title _____	Date _____ DBS Name/Title _____ Date _____
Please Print	Please Print

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 20, 2010

AGENDA TAB NO. 6

SUBJECT TITLE: Request for amendment to Waste Management Contract for Garbage Collection in Mobile Home Parks

OBJECTIVE:

To consider approval of an amendment to the Waste Management Contract for Garbage collection in mobile home parks.

SUMMARY:

The City currently contracts with Waste Management to provide solid waste collection for commercial businesses and mobile home parks. As part of the contract Waste Management provides free residential recycling as well as commercial dumpsters and port-a-potties at City sponsored events.

In 2006 the then existing Contract was amended to transfer the responsibility of garbage collection in mobile home parks from the City crews to Waste Management. This was done apparently because at that time it was alleged the City's large collection vehicles were damaging local mobile home park roads and were generally unsuitable for collection in the more confined mobile home park areas.

Under the current Contract, Waste Management is providing garbage collection to 8 mobile home parks in the City servicing 532 mobile home units at an estimated cost to the City of \$127,000.

During budget discussions this Summer, staff provided information to Council that due to reorganization and new efficiencies in the Solid Waste Department, the City now has the capacity and equipment to again provide City garbage collection services to mobile home parks at a substantial lesser cost. The cost savings will remain in the Solid Waste Enterprise Fund and be set aside for future vehicle replacement.

The City's current contract with Waste Management expires October 31, 2011.

Staff met with officials from Waste Management to determine if the Company would be willing to amend its current contract and allow the City to again provide

residential garbage collection to mobile home parks. Waste Management has agreed to amend its Contract to allow the City to again provide garbage collection to mobile home parks effective November 1, 2010 contingent upon the City granting a one-year extension to their current Contract providing for a new expiration date of October 31, 2012.

Should the Council approve this proposal, time is of the essence in order to accomplish the transfer of responsibility effective as soon as possible.

OPTIONS:

- 1) Approve an amendment to the current Waste Management Contract for the City to provide garbage collection to mobile home parks beginning November 1, 2010; extending the expiration of the current contract to October 31, 2012 and authorizing the City Attorney to prepare a Contract amendment to reflect these changes and authorizing the City Administrator to execute the Contract amendment.
- 2) Do not approve the Contract Amendment.

STAFF RECOMMENDATION:

Staff recommends that the City Council moves to approve an amendment to the current Waste Management Contract for the City to provided garbage collection to mobile home parks beginning November 1, 2010; extending the expiration of the current contract to October 31, 2012 and authorizing the City Attorney to prepare a contract amendment to reflect these changes and authorizing the City Administrator to execute the Contract amendment.

FISCAL IMPACT:

The Contract amendment will provide a positive dollar infusion to the Solid Waste Enterprise Fund which can be set aside for the purchase of new replacement equipment in the future.

LEGAL SUFFICIENCY:

This has been reviewed by the City Attorney.

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 20, 2010

AGENDA ITEM NO. 7

SUBJECT TITLE: Request to Enter into an Interlocal Agreement with Lake County to construct a stormwater pond.

OBJECTIVE: To consider the approval of an interlocal agreement with Lake County to rehabilitate a stormwater pond in the CRA Area.

SUMMARY:

The City owns and maintains a Stormwater Collection and Drainage System in the CRA to protect the Lakes from pollutants, public health, integrity of our roadways, the property of our businesses, residents and other infrastructure. Previously, Griffey Engineering was retained, utilizing our Consulting Engineering Library, to prepare a Phase I Master Plan that addresses improvements to the storm water system. This plan for phase I is complete and the City is applying for Grant assistance with the FDEP and other agencies. In 2008, the City completed a comprehensive stormwater study of the downtown watershed. The study evaluated both quality (pollution) and quantity (flooding) problems. The purpose of the study was to identify improvements to the downtown stormwater system needed to alleviate chronic flooding as well as reduce pollutant discharges to Lake Dora. The objective is to bring the stormwater system in compliance with City, State and Federal regulations.

The results of the study concluded that the most effective method to provide stormwater treatment for the watershed, and thus reduce pollutant discharges, was to create a single wet-detention facility to serve the downtown area. The alternatives to this option were to purchase downtown properties and construct multiple retention ponds within the area, or to build underground storm chamber systems below most of the downtown roads. The proposed location of the wet-detention pond is the wetland behind the Lake County Jail. The plan is to dig the area and create a treatment pond similar to the FDOT pond at the city entranceway at the intersection of US 441/SR 19/Old 441.

The wetland behind the jail is not owned or controlled by the City. It is owned by Lake County. Therefore, in order to implement the recommended improvements, the City and County need to work together. City and County staff has met several times to coordinate the details of the proposed improvements. As a follow up to those meetings, the City and County legal councils have drafted an inter-local agreement that would allow the project to move forward. With the executed agreement, the City can pursue grant funding for the design, permitting and construction of the project.

OPTIONS:

- 1. Approve** the interlocal agreement with Lake County to construct a stormwater pond in the downtown area and move forward with the project.

2. Do **not approve** the interlocal agreement with Lake County to construct a stormwater pond in the downtown area.

STAFF RECOMMENDATION:

Approve the interlocal agreement with Lake County to construct a stormwater pond in the downtown area and move forward with the project

FISCAL IMPACT n/a

LEGAL SUFFICIENCY: This meets legal sufficiency.

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY, FLORIDA

AND

CITY OF TAVARES

REGARDING THE STORMWATER DRAINAGE EASEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), whose address for purposes of this Agreement is 315 West Main Street, P.O. Box 7800, Tavares, Florida, 32778, and **CITY OF TAVARES**, a municipal corporation organized under the laws of the State of Florida, (hereinafter referred to as “City”).

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in the most efficient manner possible; and

WHEREAS, City desires to plan, design, permit, and construct a master drainage, retention, and water treatment system for all of the stormwater resulting from the Downtown Stormwater District depicted in Exhibit A attached hereto; and

WHEREAS, the County currently owns properties located within the Downtown Stormwater District such as the Lake County Jail, Judicial Center, Parking Garage, and Administration Buildings; and

WHEREAS, County owns a wetland area located behind the Lake County Jail, more particularly described in Exhibit B attached hereto (hereinafter referred to as “Stormwater Pond”); and

WHEREAS, County desires to grant City a drainage easement over, across, and upon the Stormwater Pond to facilitate the City’s drainage, retention, and treatment plan for the Downtown Stormwater District, in accordance with the terms and conditions described herein; and

WHEREAS, County and City anticipate the possible acquisition of property currently owned by the Lake County School Board located on the corner of Alfred Street and West Caroline Street and more particularly described in Exhibit C attached hereto (“Anticipated Acquisition”); and

WHEREAS, County and City desire to also provide for the stormwater drainage, retention, and water treatment resulting from current and further development of the Anticipated Acquisition; and

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct, and hereby incorporated as a material part of this Agreement as fully set forth herein.

Section 2. Drainage Easement and Right of Way.

County agrees to grant to the City a non-exclusive drainage easement over, across, and upon the Stormwater Pond, including such reasonable access across County property as may be necessary to access the Stormwater Pond. The form of the drainage access is attached hereto as Exhibit D. The County shall have the right to further utilize this area for stormwater retention in the future from County Property in the Downtown District which may require additional stormwater treatment and attenuation associated with additional development or stormwater retrofit needs, as determined by the County.

Section 3. Stormwater Drainage, Retention and Treatment

As funding becomes available, City agrees to master plan, design, engineer, permit, construct, and maintain the Stormwater Pond and master stormwater collection system for the Downtown Stormwater District. The City agrees that the master plan and design shall provide stormwater drainage, retention and treatment generated within the Stormwater Downtown District, from the current County-owned property, buildings and structures, and from proposed development of the Anticipated Acquisition. To the extent the use of the Stormwater Pond is not

feasible for the drainage, retention, and treatment of the stormwater generated from the Anticipated Acquisition, the City, in its discretion, can provide an alternate location for the treatment and retention of said water. The City will assume full responsibility for operating and maintaining the Stormwater Pond.

Section 4. Permitting

County agrees to cooperate with and use its best efforts to assist the City in obtaining all necessary permits and approvals for the Stormwater Pond. In the event the County desires to build the Stormwater Pond prior to the City obtaining construction funding, the City agrees to assign the permit to the County, together with all engineering, designs, and specifications necessary to construct the Stormwater Pond.

Section 5. County's Election To Build

In the event the County elects to build the Stormwater Pond prior to the City being able to commence construction, the County shall be responsible for the cost of constructing the Stormwater Pond for the Downtown Stormwater District. The City may participate in the cost of construction if the City has available funding. The County agrees to build the stormwater pond only in accordance with the City's permit and plans so that the completed Stormwater Pond will provide stormwater drainage, retention and treatment generated within the Stormwater Downtown District and from the Anticipated Acquisition, or to accommodate the needs of other County-owned buildings and facilities. The City will be responsible to pay for and construct all additional infrastructure necessary to convey, deliver, and route the stormwater captured within the Downtown Stormwater District to the stormwater pond. The City will operate and maintain the stormwater pond.

Section 6. Term and Termination of Easement

Except as expressly provided herein, the obligations, rights, and benefits contained in this Agreement shall be perpetual. This Agreement may only be terminated upon the date on which the easement and the Stormwater Pond are owned by the same person or entity.

Each and all of the easements, conditions and provisions contained in this Agreement are made for the direct, mutual and reciprocal benefit of the parties; will constitute covenants running with the land; will bind every person or entity having any fee or other interest in the Stormwater Pond after the Effective Date hereof, to the extent that such entity's interest is affected or bound by the covenant, restriction, condition or provision in questions; and will inure

to the benefit of the parties, and their respective assigns or successors as to their respective interests.

Section 7. Indemnification.

To the extent permitted by law, without waiving sovereign immunity, the City shall defend, indemnify and hold the County harmless from and against any claims, demands, liabilities, losses, costs and expenses (including attorneys' fees and related expenses) (collectively "Claims") arising out of any loss of life, personal injury, or property damage in connection with the City's use of the Stormwater Pond, except to the extent that any such Claim is caused by an act or omission of the County.

Section 8. Sale or Transfer.

Neither the Stormwater Pond nor the Easement granted herein are transferable without the express, written permission of the parties.

Section 9. Amendments to Agreement.

No modification, amendment or alternative of the terms or conditions herein shall be effective or binding upon the parties hereto unless the same is contained in a written instrument executed by the parties, with the same formality, and of equal dignity herewith. Any changes which are mutually agreed to by the parties, reduced to writing, to the extent applicable, shall be deemed to satisfy the provisions of this Section, and the same shall be effective and binding on the parties.

Section 10. Effective Date.

This Agreement shall become effective upon the date that the last party hereto executes it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2010 and by City of Tavares action on the ____ day of

_____ 2010, signing by and through its Mayor, its representative duly authorized to execute the same.

ATTEST:

**LAKE COUNTY, FLORIDA 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 Marsh
County Attorney

CITY OF TAVARES

Robert Wolfe, Mayor
Tavares City Council

This _____ day of _____, 2010.

ATTEST:

Nancy A. Barnett, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney



LAKE DORA



EXHIBIT A
CITY OF TAVARES
DOWNTOWN STORMWATER
WATERSHED AREA

GRIFFEY ENGINEERING

406 N. CENTER STREET
EUSTIS, FLORIDA 32757
(352) 357-3528
FAX (352) 357-3219

Donald A. Griffey, PE #36799

FILE#: 06066SWR | DATE: 10-15-10 | REVISED: - | DRAWN: DMK

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 20, 2010**

AGENDA TAB NO. 8

SUBJECT TITLE: Authorization to Apply for Federal Grant for Railroad Infrastructure Upgrades

OBJECTIVE:

To receive authorization to apply for federal grant in the amount of \$2.1 million for railroad infrastructure upgrades for lines than run between Eustis, through Tavares to Plymouth.

SUMMARY:

The Executive Director of the MPO will make a presentation describing the purpose of the \$2.1 million dollar federal grant for which the City has been recommended to make application, for upgrades to the railroad tracks than run from Eustis (through Tavares) to Plymouth.

OPTIONS:

- 1) Hear presentation from the MPO Director and move to approve application for \$2.1 million dollar federal grant for railroad infrastructure improvements
- 2) Do not approve application for federal grant for railroad infrastructure improvements.

STAFF RECOMMENDATION:

That Council move to authorize application for federal railroad infrastructure grant of \$2.1 million for railroad tracks that run from Eustis (through Tavares) to Plymouth.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This is legally sufficient.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 22, 2010**

AGENDA TAB NO. 9

SUBJECT TITLE: Discussion of Next Council Meeting Date

OBJECTIVE:

To discuss and make a decision on the next Council meeting date in November and to consider approval of a policy going forward on the date to swear in the council and elect the mayor and vice mayor.

SUMMARY:

In the past the city swore in new candidates and held elections of the mayor and vice mayor at the first Wednesday meeting following the election (the day after the election). Due to changes in the election law regarding provisional ballots for persons who vote without identification and in order to allow time for overseas and military ballots, the city determined last year to not swear in the newly elected council until the second meeting in November. This was because the Supervisor of Elections was not able to "certify" the election by the first Wednesday in November.

The City Charter stipulates that the terms for newly elected councilmembers shall commence at the first regular meeting following the general municipal election (Section 3.03). The Code of Ordinances states that "When the canvass of an election has been completed, the results shall be publicly proclaimed." (Section 2-168). The Supervisor of Elections chairs the Canvassing Board and certifies the results of all elections (Section 2-162). Ballots cast by persons who vote without identification must be researched and the Supervisor of Elections has up to 48 hours to verify those signatures. Therefore the election results cannot be certified in time to be presented to the City for its meeting on the first Wednesday in November.

This year the official certification of the election results will not be available from Ms. Stegall until November 12th. In order to have a consistent policy going forward Council may want to consider holding only one meeting in November which would be the third Wednesday in November and which would allow sufficient time to receive the official Certification of Election Results from the Supervisor of Elections.

The Charter (Section 3.06) requires that "Council meet at least once in every month at such times and places as the council may prescribe rule." Special meetings may be called upon 12 hours notice to the public as needed. Therefore if Council chose to approve a policy to hold only one meeting in November it would meet the requirements of the City Charter and it would allow the City to receive the official Certification of Election results from the Supervisor of Elections before swearing in the newly elected councilmembers and holding elections. (It should be noted that this year Councilmembers ran unopposed so certification issues for Councilmembers are probably immaterial, however, there are two ballot referendum issues.)

OPTIONS:

- 1) Approve the next regular Council Meeting date of November 17, 2010 and approve a policy of only convening one regular meeting in November on the third Wednesday in order to receive the official Certification of Election results from the Supervisor of Elections.
- 2) Do not approve a change in the next Council meeting date or a new policy going forward.

STAFF RECOMMENDATION:

That Council move to approve the next City Council Meeting date to be November 17, 2010, and approve the policy going forward of only holding one meeting in November which will be the third Wednesday of the month to allow sufficient time to receive and proclaim the official Certification of Election results provided by the Supervisor of Elections.

FISCAL IMPACT:

NA

LEGAL SUFFICIENCY:

This has been reviewed by the City Attorney.

1 **Thomas has contributed during his years of service to the City**
2 **as both Police Chief and as an elected City Councilmember;**

3
4 **NOW, THEREFORE, BE IT RESOLVED that I, Nancy Clutts,**
5 **Mayor of the City of Tavares hereby proclaim special thanks**
6 **and recognition to Councilmember Norb Thomas.**

7
8 **DONE AND PROCLAIMED this 4th day of November 2009.**

9
10 The Council and audience expressed their appreciation for Councilmember Thomas.
11 Councilmember Thomas thanked the Council and the audience.

12
13 **Discussion of November 21, 2009 City Council Meeting**

14
15 Mr. Drury explained that after the Bush/Gore presidential election the election law was
16 changed to allow persons who come to vote and do not have identification, 48 hours to
17 prove they are eligible to vote and they are allowed to vote with "provisional" ballots.
18 This means that the Supervisor of Elections cannot certify the election until those ballots
19 have been researched. In Tavares it has been a tradition to induct the new
20 councilmembers the day after the election. Due to this law, staff is recommending to
21 hold the swearing in of the new council at the next regularly scheduled meeting on
22 November 18th.

23
24 Attorney Williams stated that the charter only requires that Council meet once a month
25 and that in the future, it will be recommended that the new Council convene the third
26 Wednesday of November. Attorney Williams then advised Mr. Gamble and Mr. Smith,
27 new councilmembers elect, that they are officially under the Sunshine Law even though
28 they have not been sworn in as yet.

29
30 **OLD BUSINESS**

31
32 None.

33
34 **NEW BUSINESS**

35
36 None

37
38 **AUDIENCE TO BE HEARD**

39
40 **AUDIENCE TO BE HEARD**

ARTICLE I. CREATION OF POWERS

Section 1.01. Creation of powers.

The Charter for the City of Tavares is hereby amended such that the city shall have all governmental corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

Section 1.02. Construction.

The powers of the city shall be construed liberally in favor of the city, limited only by the Constitution of the State of Florida, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this city shall be considered amendments to this Charter and, pursuant to the provisions adopted for incorporation of other Charter amendments, shall be incorporated as official amendments to the Charter.

ARTICLE II. CORPORATE LIMITS

Section 2.01. Description of corporate limits.

The area constituting the corporate limits of the City of Tavares is that which is described in the legal description of Florida Statute, [Laws of Florida] Chapter 59-1925, as well as all subsequent annexations.

Editor's note—The boundary description and map of the city are on file in the city administrator's office.

ARTICLE III. LEGISLATIVE

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.

(Ord. No. 00-04, 2-7-00)

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.

(Ord. No. 00-04, 2-7-00)

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) years or until their successors are elected and qualified.

(Ord. No. 00-04, 2-7-00; Ord. No. 00-11, § 2, 7-19-00)

Editor's note—Ord. No. 00-11, § 2, adopted July 19, 2000, amended charter sections 3.03 and 3.04 and was approved at an election held Nov. 7, 2000.

Section 3.04. Mayor and vice mayor.

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

(Ord. No. 94-39, 1-4-95, Ord. No. 00-04, 2-7-00; Ord. No. 00-11, § 2, 7-19-00)

Editor's note—See editor's note following section 3.03.

Sec. 2-145. Notice of resignation.

The city administrator must give the city two (2) weeks' written notice of resignation.
(Code 1974, § 6.102)

DIVISION 3. CITY CLERK

Sec. 2-146. City clerk.

The city administrator may employ a city clerk who shall keep records and perform such other duties as are prescribed by this division or by the city administrator. The city clerk shall serve at the will of the city administrator.
(Ord. No. 2002-18, 6-19-02)

Sec. 2-147. Duties of city clerk.

The city clerk shall be custodian of all records, documents, and papers of the city and shall be responsible for all city records, and shall coordinate these duties with the city administrator:

- (1) Give notice of council and city board meetings;
 - (2) Attend meetings of the city council and take and keep correct minutes of the proceedings of the council. The proceedings shall be recorded as soon as practicable in a book to be known as the minute book;
 - (3) Attest contracts and agreements to which the city is a party;
 - (4) Supervise the city elections;
 - (5) Administer oaths as necessary;
 - (6) Perform such other duties as may be required by the city administrator as well as other duties as required by the laws of the state; and
 - (7) Be custodian of the city seal.
- (Ord. No. 2002-18, 6-19-02)

Secs. 2-148—2-160. Reserved.

ARTICLE V. ELECTIONS***Sec. 2-161. Proclamation.**

All elections, general or special, shall be preceded by a proclamation by the mayor. The proclamation shall be issued at least sixty (60) days prior to any election and shall announce the time for holding the election and the object thereof, together with the names of one (1) clerk and four (4) inspectors, who shall be qualified electors.
(Code 1974, § 5.004)

Sec. 2-162. Conduct generally.

(a) The polls shall be opened and closed at the hours appointed for state elections, and the city council may prescribe rules and regulations not inconsistent with this article or the laws of the state.

(b) The chief of police or a qualified member of the police department shall be present during each election to maintain peace and order.

(c) The results of all city elections shall be ascertained and transmitted to the mayor and the city council, and authenticated and certified to by the inspectors of elections.
(Code 1974, §§ 5.005, 5.008)

Editor's note—Subsections (a) and (c) of this section was originally adopted in the former Charter, Laws of Florida, Ch. 59-1925 as article 5, section 3 and appears in the former code as section 5.005.

Sec. 2-163. Inspectors and clerk of election—Oath.

Prior to the opening of the polls of any election, the persons appointed by the city council to act as inspectors and clerk of the election shall take an oath to faithfully and impartially discharge their several duties and they will endeavor to prevent all fraud, deceit, or abuse in conducting the election, which oath shall be administered by the mayor.

(Code 1974, §§ 5.005, 5.006)

State law reference—Inspectors and clerk of election, F.S. § 102.012.

***Cross references**—City council, § 2-26; political campaign signs, § 16-59.

State law reference—Florida Election Code, F.S. Chs. 98—106.

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

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

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

(c) *Filling of vacancies.* Should a vacancy occur on the city council, the mayor shall appoint an elector of the city to fill the vacancy. This appointment is subject to the approval by a majority of the remaining members of the city council. The appointee approved in such a manner shall serve in the office until the next general city election at which time a councilmember shall be elected for the unexpired portion of the existing term or to a full term, whichever is applicable.
(Ord. No. 94-39, 1-4-95; Ord. No. 00-04, 2-7-00; Ord. No. 2006-28, 6-7-06)

Section 3.06. Procedure.

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

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

(c) *Voting.* Voting, on ordinances and resolutions shall be by roll call on final action and shall be recorded in the minutes. A majority of the council shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the council. No action of the council shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

(Ord. No. 00-04, 2-7-00)

ARTICLE IV. RESERVED*

Sections 4.01—4.03. Reserved.

ARTICLE V. COMPENSATION

[Section 5.01. City council and mayor.]

Each member of the city council shall receive an annual base salary of \$5,000.00, and the Mayor shall receive an additional stipend of \$1,000.00 per year. The base annual compensation for city council members shall be automatically adjusted on October 1 of each year, calculated at the rate of \$.40 per resident, based on the city's most recent estimate prepared by the Bureau of Economic and Business Research of the University of Florida, or such other reliable population index adopted by the council by resolution.

(Ord. No. 2007-14, 8-15-07)

ARTICLE VI. FINANCIAL PROCEDURES

[Section 6.01. Established.]

(a) *Fiscal year.* The fiscal year of the city shall begin on October 1 of each year and end on September 30.

**Editor's note*—Ord. No. 00-04, adopted Feb. 7, 2000 and approved at an election held March 7, 2000, eliminated the office of mayor and changed the titles of council president and vice president to mayor and vice mayor, respectively. Said ordinance repealed article IV, §§ 4.01—4.03, in its entirety. The editor has changed references to the council president and vice president to the mayor and vice mayor throughout this Code.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
October 20, 2010**

AGENDA TAB NO. 10

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 Regular Meeting for November – to be determined
- Chamber of Commerce Business Luncheon – October 27, 2010 – 11:30 a.m.
- Lake Sumter MPO – Board Meeting – October 27, 2010 – 2 p.m. – Civic Center
- Library Board – November 12, 2010– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board – October 21, 2010 – 3:00 p.m.

- **EVENTS:**

- **Harvest Moon on the Lake Dora Bayou – October 23, 2010:**

3:00 p.m. - Hush Puppy Parade

7:30 p.m. - In concert - Buckwheat Zydeco

9:00 p.m. - Fall Harvest Light Show

9:10 p.m. - Movie Under the Stars - Twilight: New Moon

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
October 20, 2010**

AGENDA TAB NO. 11

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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