



**AGENDA
TAVARES CITY COUNCIL**

**February 2, 2011
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS**

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Carlos Colon, Chaplain, Fire Department

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 Regular Meeting January 19, 2011

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation by Sunnyland Antique Boat Society

Bill Neron

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

Nancy Barnett

VIII. CONSENT AGENDA

None

**IX. ORDINANCES
FIRST READING**

None

SECOND READING

Tab 3) Ordinance #2011-03 – Police Pension Plan Amendment to Chapter 15, Code of Ordinances – Actuarial Definition & Military Buy Back Provision – Second Reading Stoney Lubins

X. RESOLUTIONS

None

XI. GENERAL GOVERNMENT

Tab 4) Request to Amend Ordinance to Regulate Placement of Portable Basketball Hoops Jacques Skutt

Tab 5) Interlocal Agreement with Lake County for Woodlea Sports Park Contribution Tammy Rogers

Tab 6) Final Approval of Map Design on Kiosk Jacques Skutt

Tab 7) Discussion on Gate Fee for Air Show Bill Neron

Tab 8) Update on Fire & EMS Meetings Richard Keith

XII. OLD BUSINESS

Tab 9) Report on Holiday Trash Pickup Chris Thompson

XIII NEW BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. 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.

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TAVARES

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JANUARY 19, 2011
CITY COUNCIL CHAMBERS

COUNCILMEMBERS PRESENT

ABSENT

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

STAFF PRESENT

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

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Chaplain Marilyn Illesley, Florida Hospital Waterman, gave the invocation and those present recited the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mr. Drury requested to add Deer Island Settlement Agreement as Tab 12A.

MOTION

1
2 **Sandy Gamble moved to accept the agenda, seconded by Bob Grenier. The motion**
3 **carried unanimously 5-0.**

4
5 **IV. APPROVAL OF MINUTES – December 1, 2010 and January 5, 2011**

6
7 **MOTION**

8
9 **Kirby Smith moved for the approval of the minutes of December 1, 2010 and January 5,**
10 **2011 as submitted, seconded by Sandy Gamble. The motion carried unanimously 5-0.**

11
12 **V. PROCLAMATIONS/PRESENTATIONS**

13
14 **Tab 2) Proclamation Recognizing Tavares Public Schools – ‘A’ Rating**

15
16 Mayor Wolfe stated that the purpose of the proclamation was to recognize that all three public
17 schools in Tavares (Tavares Elementary, Tavares Middle, and Tavares High School) had
18 received an ‘A’ rating in 2010. He noted this was due to the leadership of the Superintendent,
19 Chair, School Board, and the school principals and staff. He commended the schools and said
20 he hoped that this message would be conveyed to the staff at each school. Mayor Wolfe then
21 read the proclamation:

22
23 **A PROCLAMATION OF THE TAVARES CITY COUNCIL RECOGNIZING TAVARES**
24 **ELEMENTARY, TAVARES MIDDLE, AND TAVARES HIGH SCHOOL FOR RECEIVING THE**
25 **RATING OF ‘A’ FOR 2010**

26
27 **WHEREAS**, the State of Florida has a very rigorous grading system based on student
28 achievement; and

29
30 **WHEREAS**, the City of Tavares recognizes the importance of a quality school system;
31 for its impact on the lives of children and society;

32
33 **WHEREAS**, quality schools contribute to economic development because companies
34 and individuals desire to locate to communities with excellent schools;

35
36 **WHEREAS**, Lake County Schools have risen to the challenge and provided a high
37 quality school system; and

38
39 **WHEREAS**, for the first time ever in 2010 a Lake County high school -Tavares High
40 School – has earned the school grade of A.

41
42 **WHEREAS**, Tavares Elementary and Tavares Middle School have also received an ‘A’
43 rating which continues each school’s successful record;

1
2 *The Utilities Department submitted an application to the USDA to secure the grant and loan*
3 *funds to rehabilitate the aging CRA infrastructure.*

4
5 *On May 10, 2010, the USDA issued a letter of condition providing the city a \$1,195,000 grant*
6 *and \$15,805,000 low interest loan.*

7
8 *On May 17, 2010, the City Council approved and accepted the USDA Letter of Conditions*

9
10 *On July 7, 2010, the City's consultant, Malcolm Pirnie, provided an overview of the condition of*
11 *the current infrastructure within the downtown and CRA areas.*

12
13 *On November 17, 2010, the City adopted Resolution Number 2010-15 authorizing the issuance*
14 *of debt for acceptance of an amount not to exceed \$15,806,000 from the USDA.*

15
16 Ms. Houghton explained that the current resolution establishes the City's intent to issue tax
17 exempt debt for the project which was approved November 17th. The city will issue interim debt
18 secured by the USDA's commitment for the project. This will be done at the time the
19 construction bids are complete and approved by the USDA. This resolution provides the
20 mechanism for the city to reimburse itself for design and engineering or other preconstruction
21 costs prior to the issuance of the debt obligations and closing of the agreement. The city will not
22 incur design and engineering costs for this project until a Notice to Proceed has been issued to
23 the project engineer which is Malcolm Pirnie.

24
25 In February 2011, Malcolm Pirnie will present to the City Council a 20 to 30 year financial
26 analysis of the affordability for the Water & Sewer Project.

27
28 Mayor Wolfe asked if Council had questions and if the audience wished to speak.

29
30 **MOTION**

31
32 **Sandy Gamble moved to approve Resolution #2011-03, seconded by Bob Grenier. The**
33 **motion carried unanimously 5-0.**

34
35 **Tab 6) Resolution #2011-04 – Adoption of Lake County Hazard Mitigation Plan**

36
37 Chief Keith stated the purpose of this item is to receive a presentation on the Lake County Local
38 Jurisdictional Strategy which is a document that is updated every five years. He introduced Jerry
39 Smith, Director of Emergency Management for Lake County. He said the staff recommendation
40 is that Council approve the resolution to adopt the plan.

41
42 Mr. Smith noted that, if approved, Tavares would be the first municipality to do so. He said the
43 mitigation plan is a requirement of the federal government that was created by the Disaster Act
44 of 2000. He said it makes the city eligible for mitigation funding after a disaster. He then

1 introduced Sean Loughlin, Disaster Assistance Coordinator for Lake County. Mr. Loughlin
2 discussed the city projects that have been identified which are "hardening" the city hall building
3 per updated hurricane codes and the upcoming new public safety complex. He noted that
4 projects require 25% local match. He discussed the application procedures.

5
6 Council questioned the requirement component and whether it had been approved by the
7 governor. Mr. Smith stated there was a transition document that went to the governor about
8 emergency management issues. This plan is the local mitigation strategy which will be reviewed
9 by the state and then go to FEMA.

10
11 Chief Keith noted the windows and the roof of City Hall would probably be the focus of
12 upgrading to current standards. Mr. Loughlin noted FEMA will provide funding for planning
13 studies to review the condition of a building that will carry over to the upgrade project itself if
14 approved. It was noted local governments do not have to approve the plan. Councilmember
15 Smith asked if there would be a cost to the residents if the plan was adopted. Mr. Drury said he
16 did not believe there was a cost to adopt the plan; it lays out the groundwork if the city decides
17 to make upgrades to current codes and wants reimbursement after a hurricane to repair
18 damages. Mr. Loughlin said the program also applies to instances where there is "repetitive
19 loss" to certain structures.

20
21 **MOTION**

22
23 **Sandy Gamble moved to approve Resolution #2011-04, the adoption of the Lake County**
24 **Hazard Mitigation Plan, seconded by Kirby Smith. The motion carried unanimously 5-0.**

25
26 **X. GENERAL GOVERNMENT**

27
28 **Tab 7) Approval to Rent Land to Host Colt Ford Concert at Planes, Trains, and BBQ Event**

29
30 Ms. Rogers said this was a request to authorize staff to enter into a lease agreement for a
31 parcel of land to hold the Colt Ford concert. She said as staff had evaluated the needs of the
32 event it had become clear that installing a large concert stage and venue in Wooton Park along
33 with 30 plus BBQ teams, would not be feasible. Staff discussed the possibility of leasing
34 property from Roger Kooser who has agreed to lease the land the day before, the day of, and
35 the day after the concert for cleanup, in exchange for \$3,000 and one-third of the profit of beer
36 sales. Beer will be sold on site by the Chamber of Commerce. The City will also receive a third
37 of that profit (beer only). She said in addition a parcel of land located beyond the railroad tracks
38 has been measured to determine that 400 cars for preferred parking can be done in that area
39 and Mr. Kooser has agreed to allow that to be used for parking. The city would collect a \$5.00
40 per car parking fee which would defray \$2,000 of the \$3,000 leasing fee.

41
42 Councilmember Pfister asked about insurance requirements. Ms. Tucker said the city is already
43 covered for an event and the city will provide its insurance certificate to the property owner.
44 Councilmember Pfister asked how this would impact the budget. Ms. Rogers said it would be

1 an additional \$3000 on top of the additional costs. Councilmember Pfister asked the status of
2 the budget. Ms. Rogers said the costs are in the high forty's with the cost of the band and other
3 expenses. Ms. Rogers discussed the source of the funding as follows: sponsorships, ticket
4 sales, parking, and the shared profit in beer sales.
5

6 Discussion followed regarding the expenses of the event and any legal implications if Council
7 had originally approved \$38,000. Attorney Williams said there were no legal issues and that the
8 city is not deficit spending. He noted the budget did not include anticipated revenues.
9

10 Mr. Drury noted that this is the City's first gated event. He said he will be providing a financial
11 report to Council after the concert that will detail the costs of putting on the event and the
12 associated revenues. This enable Council to make a decision in the future as to whether the city
13 should continue to be in this business. He said there have been unanticipated costs but that
14 Ms. Rogers has done an excellent job in managing them.
15

16 Ms, Rogers presented a copy of the task list to Council for the upcoming concert.
17

18 Councilmember Smith said when the decision was made initially there had been a lot of
19 discussion regarding the concert and its location and council was told it could be done in
20 Wooton Park and could be a gated event. He said this information impacted his decision to
21 approve the event and had he known it was not feasible, he would not have supported the
22 request. Ms. Rogers discussed the assumptions that were known in July versus the details that
23 have emerged in subsequent months as staff has planned for the event.
24

25 Councilmember Pfister said she had been concerned initially about the change in location but
26 after meeting with staff and understanding the issues, she was in support.
27

28 Council questioned whether any criteria had changed. Ms. Rogers said at the time it was
29 speculated that the cost of the Colt Ford contract would be less. He said the manager had
30 provided a range of costs and it ended up at the high end of the range. She said the other costs
31 are basic costs associated with putting on a concert.
32

33 Vice Mayor Grenier said he wished to focus on the specific issue which is the \$3,000 cost to
34 lease the land and the assumption that with parking and beer sales the \$3,000 will be defrayed.
35 Ms. Rogers said staff will work together to mitigate the costs, noting that the Police Department
36 will manage the parking.
37

38 Mayor Wolfe asked if the audience had comments.
39

40 MOTION

41
42 **Lori Pfister moved to approve the \$3,000 for the lease of the property plus the one third**
43 **profits from beer sales, seconded by Sandy Gamble. The motion carried 4-1 as follows:**
44

1 Robert Wolfe Yes
2 Bob Grenier Yes
3 Sandy Gamble Yes
4 Lori Pfister Yes
5 Kirby Smith No

6

7 **Tab 8) Approval of Contract with BESH Engineering for the Streetscape Design of the**
8 **Alfred Street Project**

9

10 Mr. Skutt presented the following information:

11

12 On March 8th, City Council selected BESH Engineering as the top ranked firm to perform this
13 design project and a contract for the engineering portion of that project has been executed. City
14 staff has negotiated a scope of work with BESH for the streetscape design which is the second
15 component of the project. The proposed contract is valued at \$152,800. The streetscape design
16 will follow the guidelines established by the city's approved Downtown Master Plan. BESH has
17 separated this part of the project into three main tasks as follows:

18

19 Task 1 – Develop a standardized design using the components envisioned in the approved
20 downtown master plan that includes wide sidewalks, high quality paving, appropriate
21 landscaping, themed furnishings, and paver cross walks. This design would be a template for all
22 of the future downtown streets.

23

24 Task 2 – Using the template created in Task 1, perform a complete engineered streetscape plan
25 for Alfred Street

26

27 Task 3 – Using the template created in Task 1, perform a complete engineered streetscape plan
28 for Caroline Street

29

30 Mr. Skutt noted he had offered Council several options and that staff recommends Option 2, that
31 Council move to approve the proposed contract for the streetscape design for the Alfred Street
32 one way pair project and that council authorize the City Administrator to execute the contract.
33 He noted there is funding available in the capital project fund under the Road Projects, Debt
34 Proceeds account. That account has available an unused balance of \$317,482.

35

36 Mayor Wolfe noted the upgrade is based on the master plan that the citizens approved and
37 council approved four years ago. He asked the source of the funds. Mr. Drury said it was part of
38 the original amount Council approved for downtown street improvements. The bids came in
39 lower so there is some funding left.

40

41 Ms. Houghton noted the funds were all used to improve alleyways and if this is approved staff
42 will bring back a resolution that amends the project scope as due diligence.

43

44 Mayor Wolfe asked if the audience had comments.

1 **MOTION**

2
3 **Kirby Smith moved to approve the contract with BESH Engineering for the streetscape design of the Alfred Street project, seconded by Sandy Gamble.**

4
5
6 Bob Grenier asked Councilmember Smith if his motion was intended to approve the complete project. Councilmember Smith said that was correct.

7
8
9 **The motion carried unanimously 5-0.**

10
11 **Tab 9) Request to Apply for Land & Water Conservation Grant for Woodlea Sports Park**

12
13 Ms. Rogers said this is a request to apply for a \$200,000 grant from the Land and Water conservation fund program which requires a 100% match which the city has budgeted.

14
15
16 **MOTION**

17
18 **Sandy Gamble moved to approve the application to the Land and Water Conservation fund to use towards the Woodlea Sports Complex expansion, seconded by Bob Grenier.**
19 **The motion carried unanimously 5-0.**

20
21
22 **Tab 10) Report of Economic Development Horizon Team**

23
24 Councilmember Smith provided an update on the activities of the Economic Development Horizon Team as follows (he noted the team has been working on 12 items but he would only report on three):

- 25
26
27
28
 - The Osprey Lodge (approved at the last Council Meeting) will be a large impact on the local economy, not only for the construction workers but also for the permanent employees. Many of the permanent positions will be higher paying and specialized positions.
 - The rail initiative: Council voted on a 1.3M grant for the Dora Canal bridge replacement. The request is awaiting approval by the governor
 - 16M continuously welded track – this is still being worked on
 - Possible location of manufacturing facility to Tavares that would bring very high paying jobs to the community

29
30
31
32
33
34
35
36
37
38 Mr. Drury expressed appreciation to each councilmember for their participation on Horizon Project teams, noting this is done on their own time. He said at the conclusion of these projects, Tavares should emerge as an economically sound city.

39
40
41
42 Council expressed appreciation to Councilmember Smith for his report.

43
44 **Tab 11) Request for Donation for Veterans Memorial Project**

1
2 Vice Mayor Grenier discussed the unveiling ceremony that he had attended last summer with
3 Mayor Wolfe regarding the Veterans Memorial in Leesburg. He stated he had invited Mr. Van
4 Beck, the Executive Director of the project, to make a presentation.
5

6 Mr. Van Beck discussed the proposed memorial. He said the lectern will contain the two Medal
7 of Honor recipients, Captain Elbert D. Wright from the Civil War and the second, Private
8 McTureous from the Second World War. He said the memorial will be 60 feet in diameter and
9 about 2800 square feet and will be one of the largest memorials in the southeast United States.
10 There will be room for 30,000 names. He said there will be no plaques on the monument, only
11 engraved names. There will be security cameras and a touch screen computer. He discussed
12 some of the various donations that have been made by the community.
13

14 Councilmember Smith expressed appreciation to Vice Mayor Grenier and the Mayor and noted
15 this type of forum could not be held except for the service of the veterans.
16

17 Mayor Wolfe asked if the audience had comments.
18

19 **MOTION**

20
21 **Bob Grenier moved to donate \$1,000 towards the memorial, seconded by Kirby Smith.**
22

23 Councilmember Smith noted the funds are coming from the councilmember pay line item.
24

25 **The motion carried unanimously 5-0.**
26

27 Mr. Van Beck thanked Council on behalf of the veterans of Lake County.
28

29 **Tab 12) Request for Approval of Contract to Relocate Scada Systems**
30

31 Mr. Hayes discussed the request to relocate the Scada System from its temporary location in
32 the maintenance building to a permanent home in the wastewater administration building. He
33 noted the Scada system provides the ability to alert staff 24/7 of any issues in the field. This
34 relocation will allow staff to better monitor the system and eliminate the need to hire one staff
35 member for one shift per day when the reclaimed system begins in the fall.
36

37 Councilmember Smith asked if the reclaimed facility would be operational in the fall. Mr. Hayes
38 confirmed.
39

40 Councilmember Smith asked the balance of the reserves in terms of the percentage
41 recommended.
42

43 Ms. Houghton stated the impact fee fund, which is the source of funding for this project, does
44 not have a minimal requirement because it does not have recurring expenditures, thus the

1 percentage is not a factor as to the level. She said the city currently has \$3,223,000 in that fund
2 for project expenditures and there is no requirement to keep a specific balance—it is a Council
3 policy decision.

4
5 Mr. Drury noted this could be budgeted in next year's budget.

6
7 **MOTION**

8
9 **Bob Grenier moved to approve the agreement with Woodard and Curran to relocate the
10 scada system in the amount of \$20,581 and authorize the City Administrator to sign the
11 agreement, seconded by Sandy Gamble.**

12 Councilmember Smith commented that this could be budgeted for next year.

13
14
15 **The motion carried unanimously 4-1 as follows:**

16
17 **Robert Wolfe Yes**
18 **Bob Grenier Yes**
19 **Sandy Gamble Yes**
20 **Lori Pfister Yes**
21 **Kirby Smith No**

22
23 **Tab 12A) Request to Approval Settlement Agreement with Deer Island, LOC**

24
25 Attorney Williams stated the request is to approve a settlement agreement in a declaratory
26 action lawsuit that the city has with Deer Island Group (the current golf course owner). He
27 discussed the history of the Deer Island development and the original pioneer agreement for
28 utilities. He summarized that the city will collect impact fees as the lots are built out and will
29 transfer the fees to the owner but will be able to keep 5% of the fee for administrative collection
30 costs.

31
32 Mayor Wolfe asked if Council had questions.

33
34 **MOTION**

35
36 **Kirby Smith moved to approve the Stipulated Final Judgment Settlement Agreement with
37 Deer Island Golf, LLC, seconded by Bob Grenier. The motion carried unanimously 5-0.**

38
39 **XI. OLD BUSINESS**

40
41 Councilmember Pfister asked if the water rates needed to be reviewed in lieu of the grant funds
42 that have been received.

1 Mr. Drury said a rate study is done every five years and the last study was completed in May
2 2009. He said typically it would be two more years. He said, however, at the second meeting in
3 February a full water, sewer, stormwater, and reclaimed water report will be presented along
4 with the impact of the grants. He said the report will review the current rates and projected costs
5 for any future needs.

6
7 **XII. NEW BUSINESS**

8
9 None.

10
11 **XIII. AUDIENCE TO BE HEARD**

12
13 Mayor Wolfe invited public comment.

14
15 Dave Custar, Orange Avenue

- 16
17 • Asked Council to speak closer into the microphones
18
19 • Asked about the grant money for the Dora Canal. Mr. Drury explained that the bridge
20 that was built in the 1950's is being replaced because the structural engineers have
21 determined that it is beyond its useful life. He said it is the railroad bridge used primarily
22 for freight transporting.
23
24 • Asked about the budget for the concert and what would happen if it rains. Ms. Rogers
25 responded that the city is purchasing rain insurance.

26
27 **XV. REPORTS**

28
29 **Tab 13) City Administrator**

30
31 Mr. Drury noted at the next meeting he will be bringing forward a request for budget priority
32 direction. He said Councilmember Gamble had requested staff bring the budget forward sooner
33 and that he was initiating preparations in response. He asked Council to pay particular attention
34 to city budget topics during the next 30 days. He said it will be another challenging budget to
35 develop as the real estate market has still not recovered.

36
37 **Finance Director**

38
39 Ms. Houghton discussed the various venues where the tickets are being sold for the Colt Ford
40 concert.

41
42 **Community Services Director**

1 Ms. Rogers noted the restrooms are finished at Aesop's Park and the art stroll will be held in the
2 downtown this Friday night.

3
4 **Economic Development Director**

5
6 Mr. Neron discussed the upcoming Crappie Bassmaster Tournament.

7
8 **Tab 14) City Council**

9
10 **Councilmember Smith**

- 11
- 12 • Noted he had gone for a run in the city and had enjoyed running on the new paved
 - 13 alleys
 - 14 • Thanked Mr. Drury for his professionalism and assisting him with information on
 - 15 upcoming agenda items
 - 16 • Stated the bottled city water was fantastic
 - 17 • Stated that all of councilmembers realize and appreciate how hard the staff work for the
 - 18 city
 - 19 • Thanked the department heads for providing the agendas early on Wednesday
 - 20 • Asked about security cameras at Aesop's Park
- 21

22 **Councilmember Gamble**

- 23
- 24 • Asked for clarification that as the population increases the pay increases for Council
 - 25 increases proportionally and noted he had not intended to approve that aspect
 - 26 • Said in the last meeting minutes there was no discussion on garbage pickup during the
 - 27 holidays
- 28

29 Mr. Drury said he could give an update on holiday pickup at the next meeting and said staff
30 have ideas about better notification next year.

- 31
- 32 • Noted (in reference to comments made by Mr. Custar) that the Water Authority had
 - 33 attended a previous City Council meeting and questioned whether the city intended to
 - 34 raise the bridges. He said the city only intends to make the bridge safe and that for
 - 35 larger boats to pass through, all the bridges would have to be raised. He added that
 - 36 Councilmember Smith had researched the measurements at the bridges and had also
 - 37 advocated renegotiation with the railroad regarding a license fee.
 - 38 • Dog Park – asked about the parking. Ms. Rogers said it is for golf cart parking only and
 - 39 the intent was for residents to walk into the park and come from Caroline.
- 40

41 **Councilmember Pfister**

42
43 No report.

1 **Vice Mayor Grenier**

- 2
- 3 • Stated his appreciation for the presentation to the schools
 - 4 • Noted that the city's Splash Park had received an award
 - 5 • Commented on email received from family members in praise of Corporal Baugh
 - 6 • Noted that he had worn a tie in recognition of the birthday of General Robert E. Lee
- 7

8 **Mayor Wolfe**

9

10 Mayor Wolfe said he had nothing further to report.

11

12 **Adjournment**

13

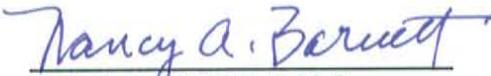
14 Mayor Wolfe adjourned the meeting at 5:55 p.m.

15

16 Respectfully submitted,

17

18

19 

20

21 Nancy A. Barnett, C.M.C.
22 City Clerk

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 2, 2011**

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation to the City by Sunnyland Antique Boat Society

OBJECTIVE:

To receive a presentation by Lou Ronca of the Sunnyland Antique Boat Society and approve donation in support of the Flagpole monument at Wooton Park

SUMMARY:

The Sunnyland Antique Boat Society wishes to make a donation of \$3,500 in support of the Flagpole monument at Wooton Park.

OPTIONS:

- 1) Accept the donation of \$3,500 to be spent on the Flagpole monument
- 2) Do not accept the donation

STAFF RECOMMENDATION:

Move to accept the donation of \$3,500 from the Sunnyland Antique Boat Society and authorize staff to apply donation to the cost of the Flagpole Monument

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 19, 2011**

AGENDA TAB NO. 3

SUBJECT TITLE: Ordinance #2011-03 – Police Pension Plan Amendments

OBJECTIVE:

To consider the approval of Ordinance #2011-03 which amends Chapter 15 of the Code of Ordinances relating to the Police Pension Plan, regarding the current requirement for the member to pay for an actuarial study and the definition of "Actuarial Equivalent."

SUMMARY:

The current ordinance allows the pension plan members to receive credited service for any time served in U.S. military combat without cost to the member. This is conditional upon ten (10) years of service (vestment period) as a police officer. There is also a buy back provision for other active police officer service prior to first employment with the City of Tavares. Ordinance #2011-03 would allow a member to request and receive one actuarial study calculation at no cost to the member for the purchase of this credited military service or prior law enforcement service.

In addition Ordinance #2011-03 amends the definition of "Actuarial Equivalent" to update the mortality table to a more recently published table which is being used by the Fund's actuary.

See attached correspondence from Attorney Christensen of the Police Pension Board.

OPTIONS:

- 1) Move to approve Ordinance #2011-03, Amendment to Chapter 15 of the Code of Ordinances regarding the Police Pension Plan
- 2) Do not approve Ordinance #2011-03, Amendment to Chapter 15 of the Code of Ordinances regarding the Police Pension Plan.

STAFF RECOMMENDATION:

Move to approve Ordinance #2011-03, Amendment to Chapter 15 of the Code of Ordinances regarding the Police Pension Plan.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY: Legally sufficient.

ORDINANCE NO. 2011-03

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-71, DEFINITIONS TO AMEND THE DEFINITION OF "ACTUARIAL EQUIVALENT"; AMENDING SECTION 15-96, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 15-97, PRIOR POLICE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 15, Pensions and Retirement, Article IV, Police Officers' Pension Trust Fund, of the Code of Ordinances of the City of Tavares, is hereby amended by amending Section 15-71, Definitions, to amend the definition of "*Actuarial equivalent*" to read as follows:

Actuarial equivalent means a benefit or amount of equal value, based upon the ~~1983 Group Annuity Mortality~~ RP 2000 Combined Healthy Male Mortality Table with Blue Collar Adjustment projected to the fiscal year commencement date that includes the benefit commencement date for participants and the RP 2000 Combined Healthy Mortality Female Table with Blue Collar Adjustment projected to the fiscal year commencement date that includes the benefit commencement date for beneficiaries, with ages set forward five years for disabled participants and an interest rate of eight (8%) percent per annum. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

SECTION 2: That Chapter 15, Pensions and Retirement, Article IV, Police Officers' Pension Trust Fund, of the Code of Ordinances of the City of Tavares, is hereby amended by amending Section 15-96, Military service prior to employment, to read as follows:

Sec. 15-96. Military service prior to employment.

(a) After accruing ten (10) years of credited service, a member who has served in the military service of the United States as described in (b) below, shall, for any period for which he received combat pay, receive credited service for any such period without cost to the member.

(b) In addition to the credited service received under subsection (a) above, the years or fractional parts of years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the Tavares Police Department shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service. Notwithstanding the previous sentence, a member may request and receive one calculation at no cost to the member for the purchase of credited service under this Section or this Section combined with Section 15-97, Prior police service.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.

- (3) Payment by the member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
- (4) The maximum credit under this subsection (b) when combined with service purchased for service other than with the City of Tavares pursuant to Section 15-97, shall be five (5) years.
- (5) Credited service purchased pursuant to this section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

SECTION 3: That Chapter 15, Pensions and Retirement, Article IV, Police Officers' Pension Trust Fund, of the Code of Ordinances of the City of Tavares, is hereby amended by amending Section, to read as follows:

Sec. 15-97. Prior police service.

Unless otherwise prohibited by law, and except as provided for in section 15-71, the years or fractional parts of years that a member previously served as a full-time police officer with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a full-time police officer for any other municipal, county or state law enforcement department in the State of Florida shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service. Notwithstanding the previous sentence, a member may request and receive one calculation at no cost to the member, for the

purchase of credited service under this Section or this Section combined with Section 15-96, Military service prior to employment.

- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the police officer of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
- (4) The maximum credit under this section for service other than with the City of Tavares combined with service purchased pursuant to Section 15-96, shall be five (5) years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Tavares and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 15-85, subsection (h)(2).

SECTION 4: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Tavares.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: That this Ordinance shall become effective upon its adoption.

PASSED AND ORDAINED ON this _____ day of _____, 2011, by the
City Council of the City of Tavares, Florida.

Robert Wolfe, Mayor
Tavares City Council

Passed First Reading: _____

Passed Second Reading: _____

ATTEST:

Nancy A. Barnett
CITY CLERK

Approved as to form:

Robert Q. Williams
CITY ATTORNEY

Law Offices
Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

January 5, 2011

Ms. Nancy Barnett, City Clerk
City of Tavares
P.O. Box 1068
Tavares, Florida 32778

Re: Ordinance Amending Plan

Dear Nancy:

As approved by the Board at its meeting on December 17, 2010, enclosed please find an ordinance amending the City of Tavares Police Officers' Pension Trust Fund, which is recommended for adoption by the City Council.

This ordinance amends the definition of Actuarial Equivalent to update the mortality table to a more recently published table which is being used by the Fund's actuary. The ordinance also adds language to each of the buyback sections for Military Service Prior to Employment and Prior Police Service, in order that each member may receive one calculation of prior service at no cost to the member.

I am enclosing a copy of a letter from the Board's actuary, Gabriel Roeder Smith & Company, indicating that there is no cost associated with its adoption.

If you have any questions regarding the enclosed, please feel free to give me a call.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

cc: Norman Hope



November 5, 2010

RECEIVED
NOV 12 2010

BY:

Mr. Norman Hope, Chairman
Tavares Police Pension Board
Post Office Box 805
Tavares, Florida 32778-0805

Re: Proposed Ordinance # 2011-XX

Dear Norm:

As requested by Scott Christiansen, Esq., we have performed an actuarial review of the proposed Ordinance (copy attached).

Based upon our review, the proposed Ordinance:

1. Updates the definition of *Actuarial Equivalent* to reference a more recently published mortality table.
2. Allows members to receive one calculation of the member's cost to purchase prior military service or prior police service at no cost to the requesting member.
3. Provides for codification.
4. Repeals all Ordinances in conflict.
5. Provides for severability.
6. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2009 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State funding requirements.

While the proposed Ordinance is a *no cost* Ordinance based upon the actuarial assumptions and methods employed in the Actuarial Valuation, there may be administrative cost associated with the proposed Ordinance.

We are available to respond to any questions concerning the above.

Sincerest regards,

Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary

Enclosure

cc: Scott Christiansen, Esq.

**Public Hearing
Notices**

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider the Ordinance 2011-03, Second Reading, on February 2, 2011 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE NO. 2011-03

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-79, DEFINITIONS TO AMEND THE DEFINITION OF "ACTUARIAL EQUIVALENT"; AMENDING SECTION 15-96, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 15-97, PRIOR POLICE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK1111522

1/23/2011

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
FEBRUARY 2, 2011**

AGENDA TAB NO. 4

SUBJECT TITLE: Code Regulations Governing Basketball Goals

OBJECTIVE:

To present to Council an overview of the City's present Code Regulations governing private, portable basketball goals and obstruction of city roads and sidewalks.

SUMMARY:

Staff has received a letter from a citizen requesting that Tavares amend our codes to regulate portable basketball goals within the city. A copy of this letter is attached to this summary.

The City's Land Development Regulations, **Section 12-29 Obstruction of Streets or Sidewalks** states:

It is unlawful for any person to place, or cause to be placed or allow to remain in front of his premises, any merchandise, goods or showcases, barrels, signs, advertisements or articles of any description on any sidewalk or street within the City, except by permission of the City Administrator.

Portable basketball hoops are not specifically or uniquely mentioned or regulated in our present codes. It is the opinion of our City Attorney that the language currently in our code is sufficient to prohibit the placement of any article, including a portable basketball goal, in a manner that obstructs our city sidewalks. The City's Code Enforcement Officer has utilized this section of our code for this purpose in the past. A search for other municipalities that specifically regulate portable basketball goals was undertaken by staff. Several examples were found, but generally, basketball goals are not specifically regulated and no other municipal code was located that provided the degree of regulation suggested by the letter received from our citizen.

OPTIONS:

1. That City Council moves to instruct staff to amend our code regulations respecting basketball goals
2. That City Council takes no action on this matter.

STAFF RECOMMENDATION:

This is a policy issue for which staff is seeking Council direction.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Approved for legal sufficiency.

Nancy A. Barnett, CMC
City Clerk
City of Tavares
201 E. Main Street
Tavares, FL. 32778-1068

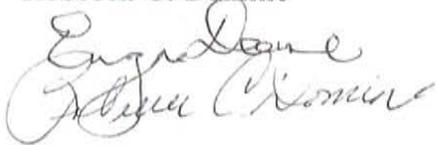
January 6, 2011

Ms. Barnett

We request to be included in the agenda of the next City of Tavares Council meeting regarding a modification to a current city code. The specifics of our presentation are attached. Please notify us of request approval and the date of the meeting in which we are to present.

Regards,

Gene Domine
Rebecca C. Domine

Handwritten signatures of Gene Domine and Rebecca C. Domine. The signature of Gene Domine is written in cursive and is positioned above the signature of Rebecca C. Domine, which is also in cursive.

376 Windridge Place
Tavares, FL. 32778-5188
(352) 343-9964
Herrbrucker@embarqmail.com

**John Drury
City Administrator
City of Tavares
201 E. Main Street
Tavares, FL 32778**

09/16/2010

Dear Mr. Drury:

Please find enclosed a picture regarding an ongoing code enforcement and public works issue.

As you can see, the portable basketball goal in the photo is blocking the right of way, and the young people using the goal have used the opposite curbing as a "free throw line". The erosion from this activity is now undermining the street pavement, potentially causing it's collapse.

We have asked our neighbors directly (359 Windridge Place) to control the young people from causing further damage to the public property. This had no results. We have also brought this to the attention of the Public Works Department . On one occasion they simply put sand in the crater (and no sod). This washed away with a few rain storms.

We have also reported this to the Code Enforcement officer, Mr. Chris McCormick, who opened a case for this offense, and 3 other similar violations on Park Glen, also in our Magnolia Ridge neighborhood. The other violators complied , with one case making it to court. Mr. McCormick closed the case in question, stating that the violators contacted him and agreed to comply. We appreciated Mr. McCormick's attention to the matter, but our neighbors did indeed NOT comply (and have not to this date) He then advised that he would consider reopening the case, and that, in the meantime, we should contact the Police Department (non-emergency basis) if the basketball goal continues to block the right of way. We did so and spoke to a Sgt. Reynolds on our visit to the police station. She informed us that her Department could not react to a code enforcement issue, but would if (in particular)non-neighborhood young people were damaging property or loitering.

Mr. Drury, my wife and myself are asking for your help and suggestions in resolving this matter. We try our best to be good neighbors and citizens of this community, and we would not like to see public property destroyed. My house was the first one build here on Windridge Place, and before I retired, I did home ownership counseling for several of my neighbors and helped them live here as well. It's not just the street eroding, it's all of our property values.

Regards

Gene and Rebecca Domine , 376 Windridge Place 343-9964

**PROPOSAL TO MODIFY CITY CODES TO ALLOW
THE USE OF PORTABLE BASKETBALL GOALS
ON PRIVATE PROPERTY ONLY**

Proposalpage 1
Addressing Issues Of Safety.....Page 2-4

ATTACHMENT OF SUPPORT DOCUMENTATION

Warning Of Code Violation Report.....page 5-7
Letter To City Administrator.....Page 8

**PROPOSAL TO MODIFY CITY CODES TO ALLOW THE USE OF PORTABLE
BASKETBALL GOALS ON PRIVATE PROPERTY ONLY**

Given that the current code can only control the use of these devices if they impede Public Right-of-Way, we request that the code be expanded to cover the main concern with these goals, namely safety.

The example that we cite is a well-known issue by Mr. Chris McCormick, the Code Enforcement office who has been frustrated as well by defiance on the part of the repeat violator and impotence of the code itself in implementation. The case has also been addressed by the Tavares Police Department (Capt. Felicia and others) and Mr. John Drury, City Administrator.

The goals in question typically weigh between 75-80 pounds or more depending on the model, without ballast in the base. The one in question has fallen over on many occasions on days with winds of as little as 25 mph. It (the goal) has fallen with such force as to break the Plexiglas backboard and the concussion could be felt indoors. This goal, as well, is frequently left unattended by adults or the older children in question that use this device, in a neighborhood with many smaller children and handicapped adults.

For these safety reasons, and also the consideration of municipal liability, we request a modification of the code to restrict these devices to private property, including an appropriate buffer zone.

We support fully the participation of young people in sports, and, as a separate issue would point out to City Council the lack of facilities in this neighborhood to accommodate sports activities safely.

Thank you for your consideration of this matter.

**Gene Domine
Rebecca C. Domine
376 Windridge Place
Tavares, FL. 32778-5188**

ADDRESSING ISSUES OF SAFETY

Requirements for portable installations of basketball goals in residential areas.

1) Portable basketball goals in front of yard areas

SUGGESTIONS:

A) Portable basketball goals to be located no closer than ten(10) feet from public property.

B) Portable basketball goals must stay on private property and not left on street or on sidewalk when not in use, and stored ten (10) feet from property line.

2) Portable basketball goals safety precautions

SUGGESTIONS:

A) Portable basketball goals will be taken and placed in a flat position or and stored when not in use or and during inclement weather.

B) Portable basketball goals shall not be left unattended or unsupervised during play involving young children.

3) Portable basketball goals not allowed on city property

SUGGESTIONS:

A) Portable basketball goals must not block (swale) sidewalks, or pedestrian right of way in residential streets.

B) Restrictions of portable basketball goals between hours 9:00am-8:30p.m or sunset.

C) Upkeep and maintain safety mechanism practices of portable basketball goals at all times.

MAGNOLIA RIDGE SUBDIVISION

In our neighborhood there are more than a few portable basketball goals placed in violation of one or more of the city ordinances. These violations have been registered with the City of Tavares Code and/or Ordinance. However, There has been an ongoing complaint with regards to the repeat of the same violation with the same offender for a period of two (2) years to present with no resolutions.

Residents of Magnolia Ridge Division have continued to register their complaints by telephone, on site visits, through pictures presentations and with written documentations with Mr. Chris McCormic, Code Enforcement Officer. As of present, several residents have fully complied by removing the portable basketball goals and coming into full compliance with the city ordinances. There is an exemption with a home owner and resident in the neighborhood on 359 Windridge Place, who continues to defy the city ordinance and continues to restrict the usage of sidewalk/street as well as putting the residents including the handicapped and young children in harms way.

Home owner/resident at 359 Windridge Place received a citation for violation of SECTION 12-29 OBSTRUCTION OF STREET OR SIDEWALKS

VIOLATION: The portable basketball goal is located within the street right of way and is therefore in violation of the section listed above.

According to Code Enforcement Officer, homeowner/resident called his office requesting a re-inspection. The reports read the violation was removed on 06/23/10 and case was closed on 06/23/10.

This home owner/resident has continued to go around the city ordinance by coming into compliance within the ten (10) days allotted time provided to correct violation and come into compliance. This is an ongoing cycle which has frustrated the residents in our community and one which shows evidence that the Code Enforcement Officer seems powerless to enforce this city ordinance. During one of our many visits to the Code Enforcement Officer, we were informed that if the Code Enforcement Officer made ten (10) visits on the same home for the same repetitive violation , the resident would always be given ten (10) days to come into compliance. In other words there are no penalties for repeat ordinance violations as long as the individual continues to agree to correct within ten (10) days of notice the violation or violations he/she continues to break?

First, this city code ordinance SECTION 12-29 OBSTRUCTION OF STREET OR SIDEWALKS does not address the continuous or and the repetitive code ordinance violations of the same violation. Second, no accountability is given or taken for ongoing long term violations by same individuals who continue to jeopardize the safety of residents including the handicapped and children in our community.

It appears to us the community residents that there is a loophole in the city code ordinance SECTION 12-29 OBSTRUCTION OF STREET OR SIDEWALKS, which is being abused by this particular home owner/resident, and who is pretty much aware of it and informed. It also appears as if this specific code ordinance is being enforced neighborhood by neighborhood or case by case.

We strongly request that no exceptions be made or preferences. The city code ordinances are put in place for the accessibility and and safety of all residents. We request that they are respected and enforced.

We are concerned residents, voters, law abiding tax paying citizens. The safety of our handicapped residents and our children is of our highest concern. The importance of enforcing an ordinance that prohibits the usage of portable basketball goals in cul-de-sacs, on sidewalks, or in the city right of way between sidewalks and street, should be considered a serious safety issue and an insurance liability.

The portable basketball goal at 359 Windridge Place Tavares, Florida 32778 has become a movement barrier, and is restricting the actual function of the sidewalk and street usage for people of all ages and abilities.

In order to remove these barriers and restrictions for all residents at the Magnolia Ridge Subdivision community (this includes children, pedestrians, older people, parents with strollers, pedestrians who have vision impairments, people using wheel chairs and other assistive devices) we are requesting that portable basketball goals be kept on private property and located no closer than ten (10) feet to any public property.

This modification to the city code ordinance SECTION 12-29 OBSTRUCTION OF STREET OR SIDEWALKS in relation to the portable basketball goals will insure addressing safety issues as well as clear and specific code violations with regards to residential street and sidewalks that can be enforced by the City Code Enforcement Officer or and any employee of the City Of Tavares Police Department.

In order to meet the needs of usage of street and sidewalks for all people of all ages and abilities at Magnolia Ridge community, we respectfully submit this proposal in request of for a modification of the City Of Tavares Code and/ or Ordinances SECTION 12-29 OBSTRUCTION OF STREET OR SIDEWALKS.

According to the Archtectual Barrier Act (BAB) of 1968, the Rehabilitation Act of 1973 (section 504) and the American with Disabilities Act of 1990 (ADA), Pedestrians facility design and operation must comply with the accessibility standards.

359 WINDRIDGE PL.
DEADLINE: 18 JUN 10

6/22 Violation Remains
6/23 Received phone call - owner
Requests re-inspection
Violation removed

CASE
CLOSED 6/23



WARNING OF CODE VIOLATION

CASE NUMBER: CET1006-0683

DATE: 9 June 2010

OWNER: Patricia Geho
359 Windridge Place
Tavares, Florida 32778

LOCATION: 359 Windridge Place
Tavares, Florida 32778

A complaint was received and an inspection was conducted and it has been determined that a condition exists which constitutes a violation of the following City of Tavares Code and/or Ordinance:

Section 12-29 Obstruction of Streets or Sidewalks

Violation: The basketball goal is located within the street right of way and is therefore in violation of the section listed above.

ACTION IS REQUIRED TO AVOID A CODE ENFORCEMENT HEARING

In order to avoid a code enforcement hearing, you must correct the above listed/described violation no later than **18 June 2010**.

Additionally, it is the owners responsibility to notify the city and provide access for inspection once the violations have been cured. Failure to come into compliance within the time specified above, could result in fines being placed against the property.

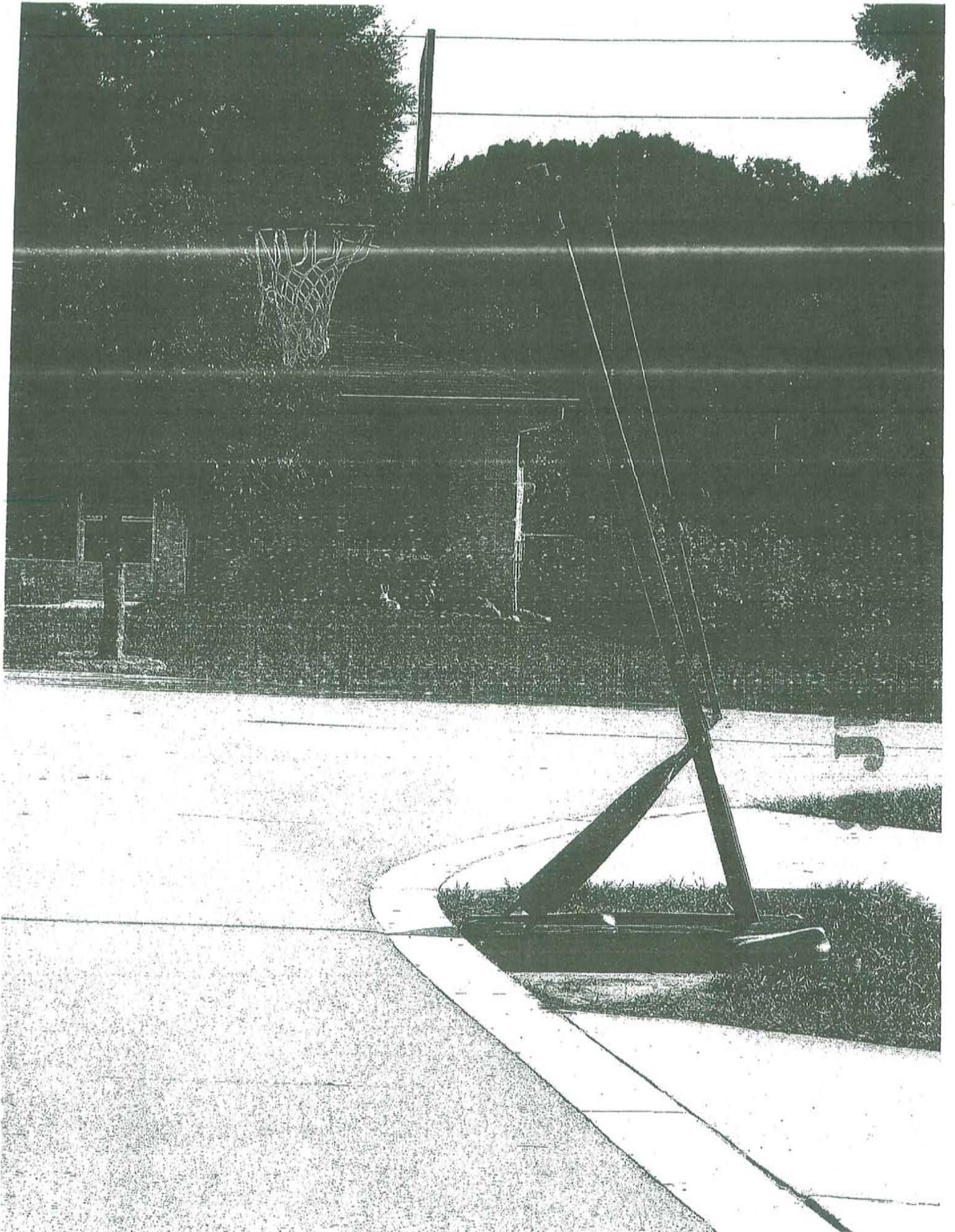
If you have removed the violation prior to the receiving this letter or upon completion of required work, please call our office at (352) 742-6419 to schedule a final inspection to verify compliance.

Respectfully,

A handwritten signature in cursive script that reads "Chris McCormick".

Chris McCormick
Code Enforcement Officer

91 7106 2133 3937 3917 7208



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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 2, 2011

AGENDA TAB NO. 5

SUBJECT TITLE: Interlocal Agreement Between Tavares and Lake County Relating to Contribution of Funds for the Beginning Phase of Construction of Woodlea Sports Complex

OBJECTIVE: To enter into an interlocal agreement with Lake County government for the acceptance of contributing funds to begin the site work for constructing the Woodlea Sports Complex.

SUMMARY: At the June 16, 2010 city council meeting, council authorized staff to apply for a reimbursable grant from Lake County in the amount of \$250,000.00 to begin site work for constructing Woodlea Sports Complex. This interlocal agreement facilitates this contribution of funds and a few of the salient points are thusly stated:

- Funding will be provided as reimbursement for construction costs paid by the city for completed work on a 50-50 reimbursement basis
- Funding can only be used for construction costs (not for design, permitting, engineering, etc.)
- The city will be eligible for the Youth Assistance Recreation Grant Program
- Funds have to be spent for completed work by September 30, 2011, unless the county agrees to extend the commitment

OPTIONS:

- 1) Approve and enter into the interlocal agreement as submitted
- 2) Do not

STAFF RECOMMENDATION: make a motion to approve and enter into this interlocal agreement between Tavares and Lake County relating to the contribution of funds for the beginning phase (site work) of constructing the Woodlea Sports Complex.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: Meets legal sufficiency

**INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY AND
THE CITY OF TAVARES, FLORIDA
RELATING TO CONTRIBUTION OF FUNDS
FOR CONSTRUCTION OF WOODLEA SPORTS COMPLEX**

This is an Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter the "COUNTY"), and the City of Tavares, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY").

WITNESSETH:

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes counties to provide community recreational facilities; and

WHEREAS, the CITY is developing a sports complex that is intended to include baseball, softball, and multi-use fields substantially consistent with the attached conceptual plan (hereafter the "Sports Complex"); and

WHEREAS, the Sports Complex will provide leisure and community recreational activities for citizens of all ages, races and creeds residing in CITY; and

WHEREAS, the COUNTY desires to assist the CITY in constructing the Sports Complex and provide these leisure and community recreational activities for residents of the COUNTY; and

WHEREAS, the CITY and the COUNTY desire to enter into this Agreement to memorialize the terms of the funding arrangement between the CITY and COUNTY for the Sports Complex; and

WHEREAS, this Agreement is for the benefit of the general public and is authorized by, and entered into pursuant to, Chapter 163, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Obligations of COUNTY and CITY. COUNTY agrees to reimburse CITY for construction costs incurred for the project located at 2770 Woodlea Road, Tavares,

Florida 32778, and substantially consistent with the conceptual plan, attached hereto and incorporated herein as Exhibit A (hereafter the "Sports Complex.") The COUNTY's total funding reimbursement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), which shall be provided to the CITY on a 50-50 matching fund basis. Funding payments made to CITY by COUNTY shall be subject to the following terms and conditions:

A. CITY shall submit requests for reimbursement to the COUNTY accompanied by documentary evidence of CITY's expenditures incurred in the construction of the Sports Complex. Such documentary evidence shall include a detailed description of the services provided, proof that payment has been made to all contractors, subcontractors and suppliers providing any labor, materials or equipment related to the construction of the Sports Complex, as well as acceptance and approval of such labor, materials or equipment from an authorized CITY representative. Under no circumstances shall the requests for reimbursement be submitted to COUNTY in advance of the delivery and acceptance of the services.

B. Within thirty (30) days of receipt of the request for reimbursement and the accompanying documentary evidence, COUNTY shall provide reimbursement to the CITY for fifty percent (50%) of the costs incurred by the CITY, which reimbursement shall be applied to construction costs only. Construction costs include, but are not limited to, grading, clearing, grubbing, tree removal, and any other site work necessary to prepare the site for construction.

C. The time of payment and the amount of funds reimbursable to CITY by COUNTY at any one time during the term of this Agreement is directly dependent on the costs incurred by CITY for the construction of the Sports Complex as evidenced by the corresponding documentation specified in paragraph A above. Notwithstanding the foregoing, in no event shall COUNTY be obligated to reimburse to CITY total monies in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00).

D. CITY shall comply with all the terms and conditions of this Agreement.

Section 3. Expenditure of Funds by CITY. The CITY understands and agrees that COUNTY shall only provide reimbursement for costs incurred by CITY on or before September 30, 2011, for the purposes enumerated herein. In the event the construction of the Sports Complex is not complete and the COUNTY has not provided the total reimbursement amount by September 30, 2011, the parties shall have the option to extend reimbursement funding for one (1) additional year. Provision of reimbursement for costs incurred beyond September 30, 2011 is

a COUNTY prerogative and not a right of the CITY. Any extension of reimbursement funding shall be in writing and fully executed by the parties, with the same formality and of equal dignity herewith.

Section 4. Design, Construction and Operation of Facility. CITY shall be solely responsible for the design, construction and operation of all community recreation facilities and equipment funded hereby, and for the content and supervision of programs at the Sports Complex. No portion of the funds provided by COUNTY shall be used for design, engineering, permitting, administration or any other expense other than actual construction costs.

Section 5. Identifying Funding Sign. Upon execution of this Agreement, the CITY shall erect a permanent sign identifying the COUNTY as a funding partner for the Sports Complex. The COUNTY will provide the sign to be posted by the CITY.

Section 6. Use of Sports Complex by COUNTY Residents. The COUNTY and CITY understand and expressly agree that the Sports Complex is to be utilized by both CITY and COUNTY residents. In the event that CITY implements a fee for the use of the Sports Complex, such user fee for the Sports Complex and any ancillary property, such as parking lots adjacent thereto, shall be the same for COUNTY residents as it is for CITY residents.

Section 7. Project Completion. The parties understand that the construction of the Sports Complex will take place over several years and will be completed as funding becomes available to the CITY.

Section 8. Termination. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Such written notice shall be sent as provided herein. Upon termination, however, the COUNTY shall reimburse the CITY for any coverable costs incurred up to the date of termination.

Section 9. Grant Funding. In the event any of the Sports Complex project is funded by grant monies, the COUNTY shall not be liable for any non-compliance with the provisions of the grant. It is the CITY's sole responsibility to ensure successful completion of the Sports Complex and compliance with any grant requirements, as applicable.

Section 10. Sale or Sublease of Sports Complex Property. The CITY shall not sell the Sports Complex property or sublet the property without the prior written approval of the COUNTY. In the event the property is sold or sublet, the CITY shall compensate the COUNTY in an amount agreed upon and determined by the parties at the time the COUNTY approves such

sale or sublease.

Section 11. Insurance. CITY shall require that all contractors and suppliers provide Certificates of Insurance to CITY evidencing that the COUNTY is named as additional insured on all applicable insurance policies. CITY shall provide evidence of conforming certificates of insurance upon request by COUNTY.

Section 12. Indemnification. To the extent permitted by Florida law and without waiving its sovereign immunity, CITY shall indemnify and hold harmless the COUNTY and its agents, officers, commissioners, or employees for any and all damages, losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CITY, its agents, employees or representatives, in the performance of the construction or operation of the Sports Complex.

Section 13. Notices. When 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 (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company, addressed as follows:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778

CITY

City Administrator
201 East Main Street
Post Office Box 1068
Tavares, Florida 32778

cc: Parks and Trails Division

Either party may change its mailing address or notice information by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 14. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

Section 15. Incorporation. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreement whether oral or written.

Section 16. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 17. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement contains the following exhibits:

Exhibit A Sports Complex Conceptual Plan

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 by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2011; and City of Tavares through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the ____ day of _____, 2011.

COUNTY

ATTEST:

LAKE COUNTY, through its
Board of County Commissioners

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

Jennifer Hill, Chair

This ____ day of _____, 2011.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County and City of Tavares for Funding of Woodlea Sports Complex

CITY

ATTEST:

CITY OF TAVARES

Nancy A. Barnett, City Clerk

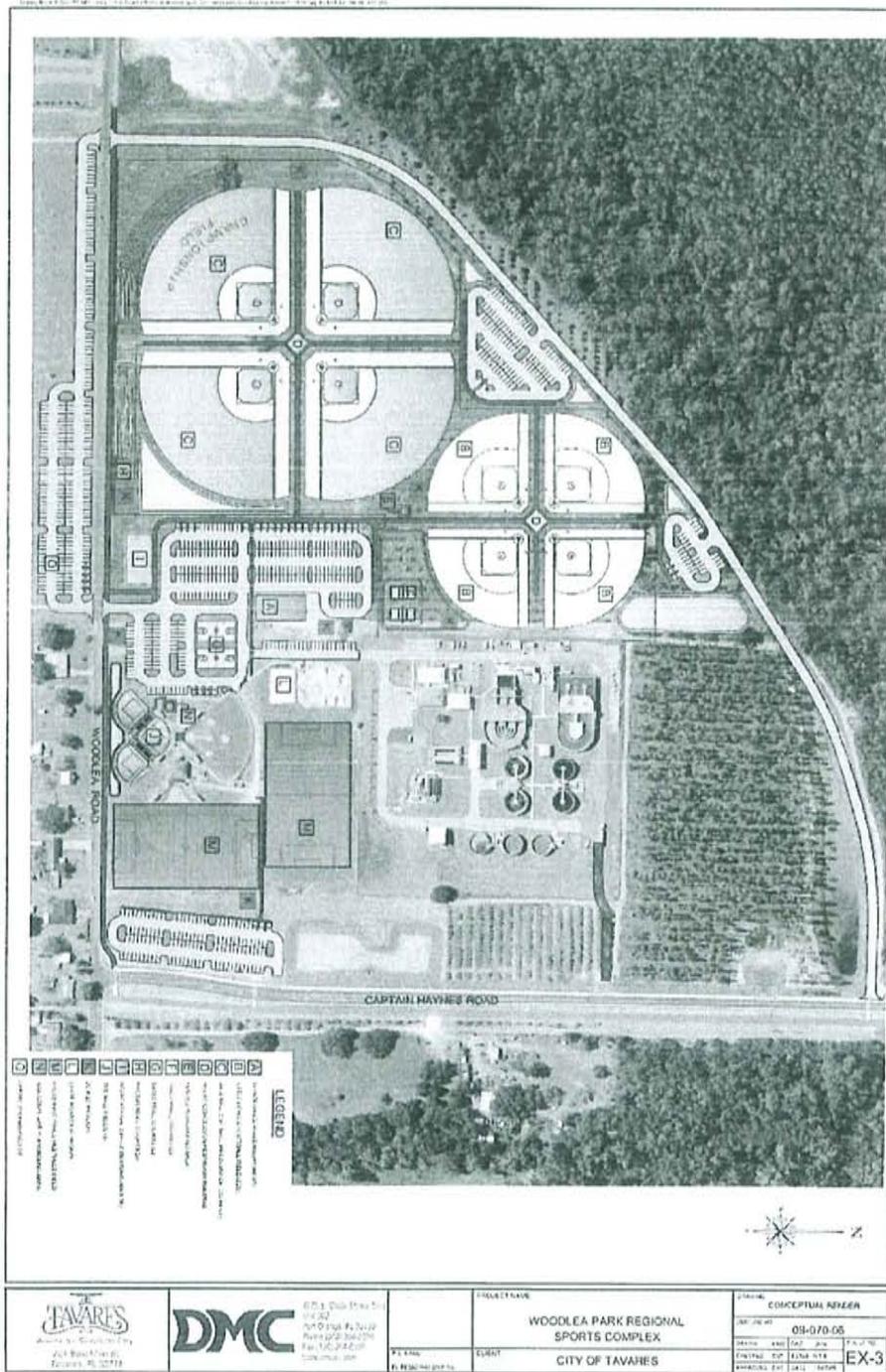
Robert Wolfe, Mayor

This ____ day of _____, 2011.

Approved as to form and legality:

Robert Q. Williams, City Attorney

EXHIBIT A SPORTS COMPLEX CONCEPTUAL PLAN



		675 S. Dixie Blvd. Ste. 500 Ft. Pierce, FL 34949 Phone: (888) 366-2700 Fax: (888) 366-2700 Website: www.dmc.com	PROJECT NAME	CONCEPTAL PHASE WOODLEA PARK REGIONAL SPORTS COMPLEX	DATE	09-07-05
			CLIENT	CITY OF TAVARES	DESIGNED BY	DMC

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
FEBRUARY 2, 2011**

AGENDA TAB NO. 6

SUBJECT TITLE: Final Approval of Map Design for Downtown Kiosks

OBJECTIVE:

To obtain Council's approval for the final map design for the new downtown kiosks.

SUMMARY:

The City's Wayfinding Program is a multi-year project that supports and furthers the City's Branding Initiative. The goal of the program is to install a variety of signs designed to assist visitors in navigating our community. The program consists of gateway signs, main directional signs and vehicular directional signs for the motoring public and kiosk signs for pedestrians.

On October 20th, City Council authorized staff to execute a contract with Don Bell Signs for the purpose of designing, fabricating and installing the gateway and directional signs identified in the program. For the purpose of assisting visitors of the downtown to locate the various venues within comfortable walking distance, Council elected to pursue installing pedestrian orientation kiosk signs in the first year of the program. It was determined that the first of these signs would be located in front of City Hall. Upon selection of the sign location and because the second face of the sign would be obstructed from view, it was also determined that the first sign would be single sided.

Vice Mayor Grenier and staff have been working on the map design which will be inserted into the kiosk sign. For simplicity and visual reasons, it was proposed that the map encompass only the Downtown Entertainment District. In an effort to obtain public input on the map design and boundaries, staff attended the December meeting of the Downtown Business Development Group. Staff presented to the group a map of the Entertainment District and the related venues within it. The group provided comments to staff on various issues related to the map design and after considerable discussion took a vote on its final position. The group voted in favor of extending the area on the proposed map to an expanded area defined with a northern boundary of Maud Street, an eastern boundary of Disston Avenue and a western boundary of S.R. 19. Staff also displayed the map in the lobby of City Hall for one week to allow for additional public input into the map design.

At this Council meeting, staff will present to Council "actual size" models of the proposed kiosk with the two map options for final selection.

OPTIONS:

1. That Council moves to select Map 1, the extended area.
2. That Council moves to select Map 2, the Entertainment District.

STAFF RECOMMENDATION:

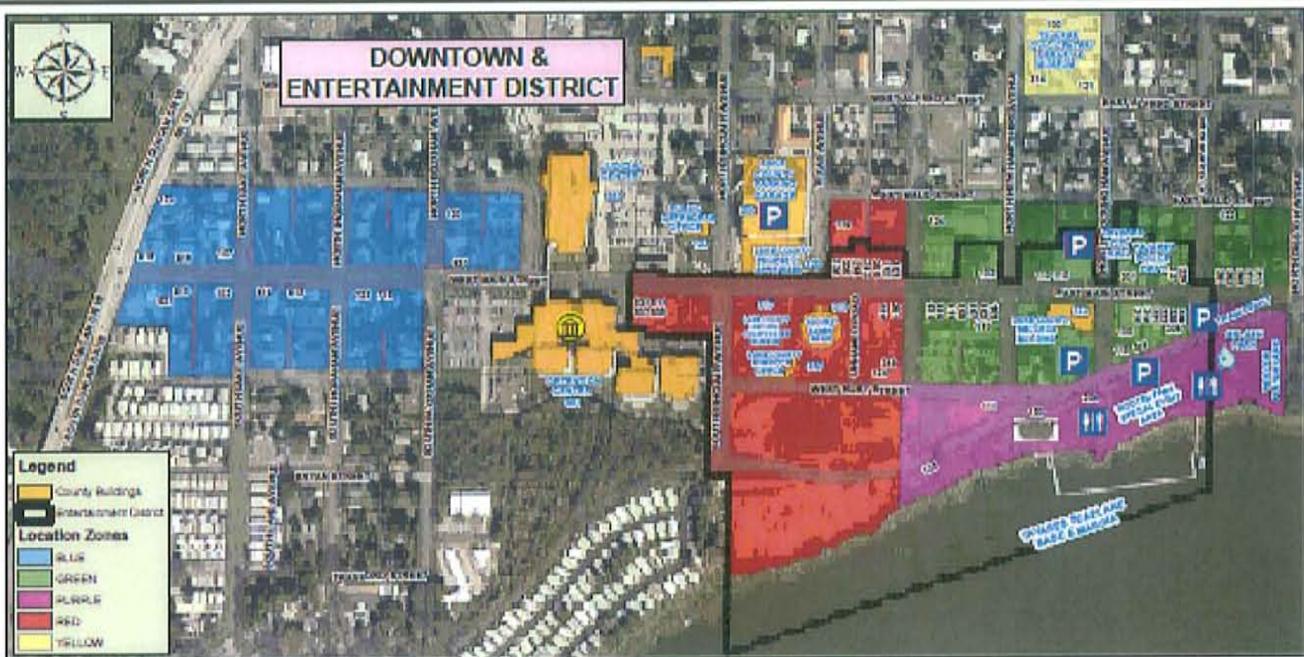
Both maps have positive and negative features. Map 1 has the positive feature of incorporating more businesses (64 at present). However, as a result of depicting the expanded area and related businesses, the map area scale had to be reduced, perhaps making it more difficult to read for some visitors. Map 2 depicts only 50 properties and businesses. However, by virtue of depicting a smaller area the scale of the map area is larger and may be more easily read.

FISCAL IMPACT:

This is a design decision only. There is no cost associated with this decision. The cost to design, fabricate and install the kiosk sign is \$4,700. City Council approved the funding of the kiosk at its October 20, 2010 council meeting. It is intended that the map will be updated at least annually for a minimal cost.

LEGAL SUFFICIENCY:

This item has been reviewed for legal sufficiency.



Services	Number	Street	Restaurants	Number	Street
ATTORNEY MICHAEL GOULB'S OFFICE	819	W MAIN ST	AL'S LANDING & TOP SHELF	111	W RUBY ST
BELTON BAR BONDS PROPERTY	511	W MAIN ST	AL'S DOCKSIDE	125	W RUBY ST
BELTON FINANCIAL/RAYMOND JAMES & ASSOC.	531	W MAIN ST	CAFE BASIL	206	W MAIN ST
COMMUNITY LEGAL SERVICES	226	W MAIN ST	CARRIBEAN SOUL RESTAURANT	815	W MAIN ST
ELLROD PROFESSIONAL OFFICE	725	W MAIN ST	CASA MIA CAFE	505	W MAIN ST
FOCUS MAGAZINE	228	W RUBY ST	LUCKY DOG	222	E MAIN ST
FOREVER BALLROOM DANCE INSTRUCTION	202	W MAIN ST	O'KEEFE'S IRISH PUB	115	S ROCKINGHAM AV
GAUSE & HARGROVE LAW FIRM	229	E MAIN ST	PRESSED FOR TIME	110	S NEW HAMPSHIRE AV
J & L TRANSMISSION	918	W MAIN ST	RUBY STREET BAR AND GRILLE	218	E MAIN ST
JEFFREY PRISTER, PA	107	W MAIN ST	SIMPLY DESSERTS	124	S JOANNA AVE
JONES BROTHERS & COMPANY	150	E RUBY ST	THE COPPER HERON	227	E MAIN ST
KEEDY & BURNETTE, PA	220	W MAIN ST	THE WORLD'S WORST DELI	124	S JOANNA AVE
LAKE COUNTY REPUBLICAN BASE	212	W MAIN ST	TWISTED ICE CREAM	209	E RUBY ST
LAKE PROFESSIONAL CENTER	131	W MAIN ST	Government		
LEON WASHINGTON SPOTLESS DETAILING	916	W MAIN ST	CITY HALL / POLICE DEPARTMENT	201	E MAIN ST
MICHAEL GRAVES PA	715	W MAIN ST	LAKE COUNTY CLERK'S DIVISION	122	E MAIN ST
NICHOLAS WAGGONER P.L./ PARALEGAL	214	W MAIN ST	LAKE CO WATER AUTHORITY	107	N LAKE AV
PATIENT CHOICE	915	W MAIN ST	LAKE COUNTY ADMIN BUILDING	315	W MAIN ST
OLD TIME BARBER SHOP	103	W MAIN ST	LAKE COUNTY SHERIFF'S DEPARTMENT	960	W RUBY ST
QUICK STOP	102	S LAKE AV	PROBATION & PAROLE	105	S ROCKINGHAM AV
R & S REALTY GROUP	124	S JOANNA AVE	Shops and Retail		
ROHE LAW FIRM	201	W MAIN ST	ELITE AUDIO VIDEO	170	N DUNCAN DR
SERVICE EMPLOYEES INTERNATIONAL UNION	101	N JOANNA AV	LADY BUGS GIFTS	507	W MAIN ST
SOUTHEASTERN SURVEYING	230	E MAIN ST	PAT'S FABULOUS FINDS	101	W MAIN ST
STEPHEN G BIRR PA	122	N ST CLAIR ABRAMS AV	PROP SHOP	150	E RUBY ST
SUSAN CADDELL DENTIST OFFICE	109	W MAIN ST	TAVARES ANTIQUE MALL	115	E MAIN ST
TATTOO SHOP, MR. WILLIAMS	216	E MAIN ST	WIKI WIKI BEACH BUMS	124	S JOANNA AVE
TAVARES BAIL BONDS	819	W MAIN ST	Community Parks & Museums		
TAVARES STATION SALES OFFICE	240	E MAIN ST	LAKE COUNTY HISTORICAL MUSEUM	317	W MAIN ST
THE GREEN K-9	113	E MAIN ST	TAVARES HISTORICAL MUSEUM	121	E ALFRED STREET
THUMPER BAILBONDS/MAGRONE PROPERTIES	228	W RUBY ST	WOOTON PARK	306	E RUBY ST
WICKS CONSULTING	225	W MAIN ST	Places of Worship		
Civic Center & Library			FIRST BAPTIST CHURCH	124	N JOANNA AV
TAVARES CIVIC CENTER	100	E CARDLINE ST	ST JOHNS FREE METHODIST CHURCH	120	N BLOXHAM AV
LIBRARY	314	N NEW HAMPSHIRE AV			

MAP
2



Services	Number	Street	Restaurants	Number	Street
ATTORNEY MICHAEL GOLUB'S OFFICE	819	W MAIN ST	AL'S LANDING & TOP SHELF	111	W RUBY ST
BELTON BAIL BONDS PROPERTY	511	W MAIN ST	AL'S DOCKSIDE	125	W RUBY ST
BELTON FINANCIAL/RAYMOND JAMES & ASSOC.	531	W MAIN ST	CAFE BASIL	206	W MAIN ST
COMMUNITY LEGAL SERVICES	226	W MAIN ST	CARRIBEAN SOUL RESTAURANT	815	W MAIN ST
ELLRODT PROFESSIONAL OFFICE	725	W MAIN ST	CASA MIA CAFE	505	W MAIN ST
FOCUS MAGAZINE	228	W RUBY ST	LUCKY DOG	222	E MAIN ST
FOREVER BALLROOM DANCE INSTRUCTION	202	W MAIN ST	OKEEFE'S IRISH PUB	115	S ROCKINGHAM AV
GAUSE & HARGROVE LAW FIRM	229	E MAIN ST	PRESSED FOR TIME	110	S NEW HAMPSHIRE AV
J & L TRANSMISSION	918	W MAIN ST	RUBY STREET BAR AND GRILLE	218	E MAIN ST
JEFFREY PFISTER, PA	107	W MAIN ST	SIMPLY DESSERTS	124	S JOANNA AVE
JONES BROTHERS & COMPANY	150	E RUBY ST	THE COPPER HERON	227	E MAIN ST
KEEDY & BURNETTE, PA	220	W MAIN ST	THE WORLD'S WORST DELI	124	S JOANNA AVE
LAKE COUNTY REPUBLICAN BASE	212	W MAIN ST	TWISTED ICE CREAM	209	E RUBY ST
LAKE PROFESSIONAL CENTER	131	W MAIN ST	Government		
LEON WASHINGTON SPOTLESS DETAILING	916	W MAIN ST	CITY HALL / POLICE DEPARTMENT	201	E MAIN ST
MICHAEL GRAVES PA	715	W MAIN ST	LAKE COUNTY CLERK'S DIVISION	122	E MAIN ST
NICHOLAS WAGGONER P.I./ PARALEGAL	214	W MAIN ST	LAKE CO WATER AUTHORITY	107	N LAKE AV
PATIENT CHOICE	915	W MAIN ST	LAKE COUNTY ADMIN BUILDING	315	W MAIN ST
OLD TIME BARBER SHOP	103	W MAIN ST	LAKE COUNTY SHERRIFF'S DEPARTMENT	360	W RUBY ST
QUICK STOP	102	S LAKE AV	PROBATION & PAROLE	105	S ROCKINGHAM AV
R & S REALTY GROUP	124	S JOANNA AVE	Shops and Retail		
ROHE LAW FIRM	201	W MAIN ST	ELITE AUDIO VIDEO	170	N DUNCAN DR
SERVICE EMPLOYEES INTERNATIONAL UNION	101	N JOANNA AV	LADY BUGS GIFTS	507	W MAIN ST
SOUTHEASTERN SURVEYING	230	E MAIN ST	PAT'S FABULOUS FINDS	101	W MAIN ST
STEPHEN G BIRR PA	122	N ST CLAIR ABRAMS AV	PROP SHOP	150	E RUBY ST
SUSAN CADDELL DENTIST OFFICE	109	W MAIN ST	TAVARES ANTIQUE MALL	115	E MAIN ST
TATTOO SHOP, MR. WILLIAMS	216	E MAIN ST	WIKI WIKI BEACH BUNS	124	S JOANNA AVE
TAVARES BAIL BONDS	819	W MAIN ST	Community Parks & Museums		
TAVARES STATION SALES OFFICE	240	S JOANNA AVE	LAKE COUNTY HISTORICAL MUSEUM	317	W MAIN ST
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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: FEBRUARY 2, 2011**

AGENDA TAB NO: 7

SUBJECT TITLE: Direction relating to “gate fee” for Air Show to be held in conjunction with the Planes, Trains and Barbecue Event

OBJECTIVE:

To seek direction from City Council relating to charging a “gate fee” for an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 2, 2011 at Wooton Park.

SUMMARY:

Staff has been working to expand the activities at the annual Planes, Trains and Barbecue (PTB) Event being held at Wooton Park on April 2, 2011.

On November 17, 2010 Council approved a contract to conduct an air show as part of the PTB event in 2011.

At the same meeting held November 17, 2010, Council approved an agreement with Angel Flight Southeast to be the named “charity” for the Planes, Trains and Barbecue event on April 2, 2011. The agreement approved by Council allowed for Angel Flight to collect a gate fee of \$2.00 per person with the proceeds of the gate fee going to Angel Flight Southeast. In return, Angel Flight Southeast guaranteed to cover \$10,000 of the \$20,000 cost of the air show. A greater share of the air show cost was to be absorbed by Angel Flight in future years..

Subsequent to this action taken by City Council, Angel Flight has decided not to participate in the Planes, Trains and Barbecue event as outlined in the agreement approved by City Council.

The approved 2010-11 CRA-TIF budget contains \$20,000 to conduct an air show in that at the time the budget was prepared it was not known if any other group would participate in the cost of the air show.

Staff is requesting direction from City Council whether or not it wants to charge a “gate fee” to offset the City’s cost for the air show.

OPTIONS:

1. To have the City pay the \$20,000 for the air show and charge a "gate fee" of \$2.00 per person to offset the City's costs for the air show.

2. To have the City pay the \$20,000 for the air show and not charge a "gate fee".

STAFF RECOMMENDATION:

Staff seeks direction from the City Council as to whether or not it wishes a "gate fee" be charged for this event.

FISCAL IMPACT:

The City has budgeted \$20,000 to cover the cost of the air show in the 2010 – 11 CRA – TIF. If a "gate fee" is charged, this cost will be offset by the net "gate fee" revenues collected.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed this proposal.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
FEBRUARY 2, 2011**

AGENDA TAB NO. 8

SUBJECT TITLE: City of Mt. Dora Meeting Request – Mutual Fire/EMS

OBJECTIVE:

To provide an update on status of Fire and EMS Meetings

SUMMARY:

The Mayor of Mt. Dora has requested to meet with the Mayors of Eustis and Tavares to discuss common Fire and EMS issues between the three cities before the next general county-wide meeting.

Chief Keith is working on a survey of data requested as a result of the meeting with Lake County that was held December 7 which was attended by Councilmember Pfister. A follow up meeting with the County and all participants from that meeting has been scheduled for March 15th.

OPTIONS:

Update only.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 2, 2011**

AGENDA TAB NO. 9

SUBJECT TITLE: Report on Holiday Day Trash Pickup

OBJECTIVE:

To hear a report from the Interim Public Works Director on holiday day trash pickup and plans for next year

SUMMARY:

At the last Council Meeting, Councilmember Gamble requested to hear a report from staff on the issue of holiday day trash pickup. The Interim Public Works Director will make a report to Council.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 2, 2011**

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 – February 16, 2011
- Code Enforcement Hearing – February 22, 2011 – 5:00 p.m.
- Lake County Days – Tallahassee – February 22-23, 2011
- Lake Sumter MPO – Board Meeting – February 24, 2011 – 2 p.m. – Tavares Civic Center
- Library Board – February 11, 2011– 8:30 a.m. Library Conference Room, 314 N. New Hampshire

EVENTS:

African American Festival and Parade: February 5, 2011

Bassmasters Elite Series – March 10- 13, 2011

Classic Race Boat Association Regatta – March 18-20, 2011

Sunnyland Antique & Classic Boat Society Show – March 24-27, 2011

Planes, Trains and BBQ & Colt Ford Concert – Wooton Park – April 2, 2011

Dragonboat Festival – April 8 and 9, 2011

Seaplane Fly In – April 16, 2011

March of Dimes Walk – April 23, 2011

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 2, 2011**

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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