



**AGENDA
TAVARES CITY COUNCIL**

**February 16, 2011
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS**

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Enrique Calandra, Chaplain, Florida Hospital Waterman

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 February 2, 2011

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Introduction to Council - Commissioner Sean Parks Mayor Wolfe

Tab 2A) Mutual Fire Protection Issues Richard Keith

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

None

X. RESOLUTIONS

Tab 3) Resolution #2011-05 – Amending Project Scope for Street Paving Loan Lori Houghton

XI. GENERAL GOVERNMENT

Tab 4) Fiscal Year 2012 Budget Priorities Discussion John Drury

Tab 5) Review of Local Match to Improve Florida Central Railroad Railroad Corridor Bill Neron

Tab 6) Consideration to Fund Portion of Local Match for Federal Grant to Conduct an Alternative Analysis Study for Future Commuter Rail Bill Neron

Tab 7) Request to Apply for CDBG Grant for Repair & Construction of Sidewalks Chris Thompson

Tab 8) Interlocal Agreement for CDBG Funding for Phase II of Aesop’s Park for Gravel Parking Lot, Equipment and Furniture Tammy Rogers

Tab 9) Authorization to file Florida Community Trust (FCT) Grant Application for Lake Dora Waterfront Property Bill Neron

XII. OLD BUSINESS

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.

**The Language of Local Government
Definition of Terms**

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

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.

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
FEBRUARY 2, 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 Carlos Colon, Tavares Fire Department, gave the invocation and those present recited the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mr. Drury requested to add Item 8A, Interlocal Agreement with County for Bus Barn property.

MOTION

Sandy Gamble moved to accept the agenda with the addition, seconded by Bob Grenier. The motion carried unanimously 5-0.

1 **IV. APPROVAL OF MINUTES –January 19, 2011**

2 Councilmember Smith said he would like to see in the minutes that Council emphasized how
3 important it was for economic development that the schools received the 'A' rating.

4
5 **MOTION**

6
7 **Kirby Smith moved for the approval of the minutes of January 19, 2011 with this addition,**
8 **seconded by Sandy Gamble. The motion carried unanimously 5-0.**

9
10 **V. PROCLAMATIONS/PRESENTATIONS**

11 **Tab 2) Presentation by Sunnyland Antique Boat Society**

12
13
14 Mr. Neron stated the city has established a relationship with the Sunnyland Antique Boat Society
15 for four years to put on the Antique Boat Society boating event. He invited Mr. Ronca to speak.
16 Mr. Ronca said he is the immediate past president of the association. He said he has appreciated
17 everything the city has done to make their event very successful. He said his Board had
18 determined they wished to show its appreciation by encouraging the city to create a flagstaff with
19 a yard arm to be placed at the prop shop. He said earlier in the year his Board approved a \$3500
20 donation towards its purchase and installment. He presented the check to Mayor Wolfe. He said
21 the check represented a continuing relationship with the City.

22
23 Councilmember Smith expressed his appreciation to Mr. Ronca and the Sunnyland Association.

24
25 **MOTION**

26
27 **Sandy Gamble moved to accept the donation of \$3500 from Sunnyland Antique Boat**
28 **Society and authorize staff to apply the donation to the cost of the flagpole monument,**
29 **seconded by Bob Grenier. The motion carried unanimously 5-0.**

30
31 **VI) SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

32
33 Attorney Williams stated there were no quasi-judicial matters on the agenda.

34
35 **VII) READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

36
37 Ms. Barnett read the ordinance by title only:

38
39 **ORDINANCE NO. 2011-03**

40
41 **AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15,**
42 **PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION**
43 **TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES;**
44 **AMENDING SECTION 15-71, DEFINITIONS TO AMEND THE DEFINITION OF**
45 **"ACTUARIAL EQUIVALENT"; AMENDING SECTION 15-96, MILITARY**
46 **SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 15-97, PRIOR**
47 **POLICE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR**

1 SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN
2 CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

3
4 VIII) CONSENT AGENDA

5 None

6
7 IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

8
9 Tab 3) Ordinance #2011-03 – Police Pension Plan Amendment to Chapter 15, Code of
10 Ordinances, Actuarial Definition & Military Buy Back Provision

11
12 Chief Lubins explained that this ordinance address two parts: 1) officers who have been serving
13 in the military and officers who have served as a police officer in previous employment can apply
14 a portion of that towards their retirement by purchasing their time. (The exception to this is
15 combat time for which the officer does not have to pay.) This ordinance allows the officer to
16 receive one free actuarial report which will be paid for by the pension plan; 2) the ordinance also
17 deals with the definition of actuarial equivalent which the Board Attorney Mr. Christensen
18 explained in the letter included in the agenda packet.

19
20 Chief Lubins said the ordinance presents no cost to the city.

21
22 Vice Mayor Grenier asked if the definition includes national guardsmen and reserves. Chief
23 Lubins confirmed.

24
25 Councilmember Pfister asked if this would be considered an additional benefit. Chief Lubins said
26 the ordinance only clarifies who will pay for the actuarial study; the ability to buy back time is in
27 the current ordinance. Mr. Drury stated the cost to run the study is around \$200.00. He noted Mr.
28 Hope, the Chair of the Pension Board, was present if there were additional questions.

29
30 MOTION

31
32 **Sandy Gamble moved to approve Ordinance #2011-03 amendment to Chapter 15 of the**
33 **Code of Ordinances regarding the Police Pension Plan, seconded by Kirby Smith. The**
34 **motion carried unanimously 5-0.**

35
36 X. GENERAL GOVERNMENT

37
38 Tab 4) Request to Amend Ordinance to Regulate Placement of Portable Basketball Hoops

39
40 Mr. Skutt stated he had provided a copy of a letter from Mr. and Mrs. Domine from Windridge
41 Place who have requested that Council amend the city code to more specifically regulate portable
42 basketball hoops. Mr. Skutt said he has provided the wording of the current codes and how they
43 apply. He noted that staff is seeking direction from Council on how to proceed. He said that Mr.
44 and Mrs. Domine were present to address Council.

45
46 Councilmember Smith stated so far as he could see the city already has a code enforcement
47 procedure to cover this. Mr. Skutt concurred that is staff and the city attorney's opinion.

1 Councilmember Gamble questioned a statement that had been made regarding the police not
2 being able to respond.

3
4 Mr. Drury asked Chief Lubins to comment. Chief Lubins said the officers can and should respond
5 to instances of this nature. They can request the property owner to move their basketball hoop.
6 He said if it becomes a code enforcement issue, then a certain notification process has to be
7 followed. He noted this was one particular instance but the policy is that the officer will respond.

8
9 Mayor Wolfe asked for audience comment.

10
11 Gene Domine, 376 Windridge Place

12
13 Mr. Domine said it is a code enforcement issue but his major concern is one of safety because of
14 the weight of the nets. He said their purpose was to bring the situation to Council as proof of its
15 unenforceability of the current code. He said [he and his wife] support children playing basketball
16 and do not mind if they are playing in the street but the issue is playing in the street with this
17 particular device. He said in their research they had found examples of fatalities if left unattended,
18 and this could lead to the issue of municipal liability. He said their request is for the devices not to
19 be used on public property. He said they are trying to suggest a more simplified approach to the
20 code where a police officer could write a citation on the spot, similar to a traffic ticket. He noted
21 there is also a public works problem in that on least three occasions the right of way had to be
22 repaired. He said there is also a situation with the Americans with Disabilities Act in that there are
23 at least four people in the neighborhood whose activity is impaired by the placement of the hoops.

24
25 Mayor Wolfe asked Attorney Williams about the liability issue.

26
27 Attorney Williams responded that the rights of way belong to the city and there could be a
28 potential liability to the city. He said he was not sure it was a significant issue but it was possible a
29 claims letter could be received.

30
31 Mr. Drury asked about the responsibility of the person who would have placed the device.
32 Attorney Williams said they would bear some responsibility in addition to the city's liability.

33
34 Mr. Drury asked Mr. Williams to comment about officers doing a citation. Attorney Williams
35 answered that the current code prohibits all obstructions in rights of way unless permission is
36 granted by the City Administrator. He said traditionally the city has enforced its codes through
37 code enforcement. He said the city can write a ticket but the ability to enforce it is expensive and
38 if there are penalties or a potential criminal incarceration the city has to pay for a public defender.
39 He said the current trend for enforcement is directed towards having penalties to be attached
40 property. He acknowledged there are some cities that have specific prohibitions against
41 basketball hoops in the right of way and this could be added to the code.

42
43 Mr. Drury summarized that the city has an existing code that prohibits obstructions. Attorney
44 Williams added there is a provision to address recurring offenses.

45

1 Councilmember Pfister asked Chief Lubins and Chief Keith how many deaths, injuries, or
2 property damage the city has experienced in the last 10 years due to basketball hoops. Chief
3 Lubins and Chief Keith responded they were not aware of any.

4
5 Mr. Domine commented that basketball hoops used to be nailed to the garage so they would not
6 blow over and this is a different device.

7
8 Discussion followed by Council with the consensus that the current code addresses this issue.

9
10 Councilmember Gamble asked if it became a habitual problem could Public Works remove the
11 hoop if it is in the right of way which would require the owner to come to city hall to retrieve it.

12
13 Mr. Drury agreed that the city has the right to remove the obstruction; he noted that staff will
14 monitor the situation with the enforcement capability that is in place.

15
16 Councilmember Gamble said he is not completely against children playing in the street and he
17 wondered if there should be a requirement for developments to build an area for children to play.

18
19 Patricia Geho-Oyola, 359 Windridge Place

20
21 Ms. Geho-Oyola said she is the party with the basketball hoop and has been notified with
22 certified letters to remove it from the city property. She said her children daily pull it out and
23 remove it from the road when they are done. She thanked Council for acknowledging that the
24 children need something to do. She said the subdivision is a family community.

25
26 Mayor Wolfe noted that there are specifications now for new subdivisions to have areas for
27 children to play.

28
29 Rebecca Domine, 376 Windridge Place

30
31 Ms. Domine said she has a background as a licensor for juveniles and that she is supportive of
32 safety for children. She said she did not think the children in the neighborhood were receiving
33 sufficient supervision. She said the basketball hoop is not taken away, only when complaints are
34 received. She said she is concerned that children will be hurt and that it is not a safe situation.

35
36 **Consensus by Council to take no action in this matter.**

37
38 **Tab 5) Interlocal Agreement with Lake County for the Woodlea Sports Park Contribution**

39
40 Ms. Rogers stated this agreement has been developed over the past several months for grant
41 funding in the amount of \$250,000 to be applied towards construction costs for the Woodlea
42 Sports Complex. She said it is a reimbursable grant. The city will submit its invoices for
43 reimbursement at 50% by the County. The funding can only be used for construction costs and
44 the city will still be eligible for the Recreation Grant Program which is applied for annually. The
45 funds need to be spent between now and September 30, 2011. The funds will go toward
46 removing the gopher tortoises and the trees from the old grove, and land grading.

47

1 Councilmember Smith stated that in one section it says user fees and any auxiliary fees shall be
2 the same for county residents as for city residents. He asked if that is just for youth programs. Ms.
3 Rogers said to her knowledge the city has never charged more for either youth or adult county
4 residents for its recreation programs. One of the parameters for the youth assistance grant is that
5 the city not charge the county residents more.

6
7 **MOTION**

8
9 **Sandy Gamble moved to approve the Interlocal Agreement between Tavares and Lake**
10 **County relating to contribution of funds for the beginning phase and site work of**
11 **constructing the Woodlea Sports Complex, seconded by Bob Grenier.**

12 Councilmember Smith commended the staff for their work on finalizing the agreement.

13
14
15 **The motion carried unanimously 5-0.**

16
17 **Tab 6) Final Approval of the Map Design for the Downtown Kiosk**

18
19 Mr. Skutt presented two maps and models of the proposed kiosk signs. He said Vice Mayor
20 Grenier and staff have worked on the original design of the map. He said staff have met with the
21 downtown business group who has recommended that the area of the map should be expanded
22 to State Road 19 and include all the businesses from Disston to the East and State Road 19 to
23 the west and Maude Street to the north. He said it slightly contracts the map and as a result there
24 would be about 64 businesses listed versus the 50. He said he believed both maps were
25 readable and staff were seeking council direction.

26
27 Councilmember Kirby asked where the kiosks would be located. Mr. Skutt said one would be in
28 front of city hall and one is proposed on Ruby Street in front of O'Keefe's and the third will be in
29 the county campus. Councilmember Smith asked about having the one with the entertainment
30 district go in front of City hall and on Ruby Street and the other map be at the county location, so
31 that the kiosks would reflect where the person is standing.

32
33 Mr. Drury commented that the one that is by the county complex will probably be at the parking
34 garage and that he envisioned that map letting the public know there are restaurants on the other
35 side of town.

36
37 Councilmember Smith said Joanna and a couple of other streets are missing from the map. Mr.
38 Skutt said he has noticed some spelling mistakes and street names that need to be included.

39
40 Councilmember Smith said he would like all the street names in the area be included and that he
41 agreed with Mr. Drury to have the overall map at the garage but accentuate the other maps to be
42 more local. Vice Mayor Grenier agreed.

43
44 Councilmember Gamble commented on the spelling of Jeffrey Pfister's name. He noted his
45 church was not identified which is on Lake Avenue.

46
47 Mr. Skutt noted the signs will be updated at least once a year. Mr. Drury concurred.

1
2 Vice Mayor Grenier said he felt the map on the right (smaller and more localized) needed to be at
3 city hall and that the other map with non-entertainment businesses needed to be at the garage.

4
5 Councilmember Pfister said she felt it was important to have each kiosk map show everything in
6 order to show what the city offers.

7
8 Mayor Wolfe invited public comment.

9
10 Charlotte Hope, Fox Run

11
12 Mrs. Hope asked if the colors represented were the actual colors. Mr. Skutt replied that was
13 correct but once it has been produced by the sign company the colors will be clearer and of better
14 quality.

15
16 Mrs. Hope said yellow usually stands for caution and that the city may not want to emphasize its
17 detention center.

18
19 Mr. Skutt said discussion was held with the county as well as the downtown businesses. He said
20 the county wanted to be sure their facilities were identified.

21
22 Rodger Kooser, AL's Landing and Downtown Business Group

23
24 Mr. Kooser said he agreed with Ms. Pfister in that in larger cities there are often local maps of
25 areas in addition to the larger map but that Tavares is not that big yet. He said there are
26 businesses near the county buildings and beginning to open up on the other side that need to be
27 included.

28
29 Mayor Wolfe said he would like to see a happy medium and that some of the names could be
30 scaled down. Councilmember Smith said he did not understand the color scheme. Mr. Skutt said
31 the colors are just for location. Councilmember Smith expressed concern that the businesses in
32 the county area would be missed.

33
34 Vice Mayor Grenier offered to meet with the committee again to review the maps in lieu of the
35 comments being made.

36
37 Discussion followed on the time table of the map's production and the desire to have the maps
38 installed before the next events begin. Councilmember Gamble said he agreed with making some
39 changes to allow all the businesses to be shown extending to SR 19.

40
41 Councilmember Smith said he receives comments about the need to get the kiosks installed as
42 well as the need to encourage traffic from US 441 to come downtown. He said he liked map 2 but
43 since the head of the downtown business group has stated he prefers map 1 and is more aware
44 of what the community wishes to have, he would support that choice.

45
46 Mr. Drury said staff will incorporate the comments that have been made but need direction from
47 Council as to which map they prefer.

1 **MOTION**

2
3 **Kirby Smith moved for the City Council to approve map 1 which extends all the way to SR**
4 **19, seconded by Sandy Gamble. The motion carried unanimously 5-0.**

5
6 **Tab 7) Discussion on the Gate Fee for the Air Show**

7
8 Mr. Neron noted Council approved an air show on November 17th for the upcoming event on April
9 2nd. and approved the contract with Air Boss. He said he had also presented an agreement at that
10 meeting with Angel Flight wherein a gate fee would be charged at \$2.00 per person which Angel
11 Flight would collect and they would guarantee \$10,000 to offset the \$20,000 cost of the air show.
12 Council approved that agreement. Subsequently, Angel Flight has now determined they will not
13 be signing the agreement as their Board has now concluded there would be too much of a risk for
14 them to guarantee the \$10,000. Mr. Neron said when the budget was prepared for FY 2010,
15 \$20,000 was included in the budget for the air show. He requested direction from Council as to
16 whether they wished to have the city fund the full cost of the air show from the TIF budget or did
17 they wish for city staff to collect a gate fee to offset some of the costs.

18
19 Councilmember Pfister asked if staff had tried to locate another sponsor for the air show. Mr.
20 Neron said at this late date it will be difficult but that he could work on this for next year.

21
22 Councilmember Pfister said she did not agree with a gate fee for the air show, especially
23 considering the gate fee for the concert. Discussion followed by Council with consensus that they
24 did not wish to charge a gate fee.

25
26 **MOTION**

27
28 **Kirby Smith moved to not charge a gate fee for the air show, seconded by Sandy Gamble.**
29 **The motion carried unanimously 5-0.**

30
31 **Tab 8) Update on Fire and EMS Meetings**

32
33 Chief Keith reported on the different initiatives taking place in the area of Fire and EMS services.
34 He provided an update on various fire services meetings that have been held and are scheduled
35 for the future. He also discussed a League of Cities survey that he is in the process of completing
36 which he will be reviewing with Councilmember Pfister before providing to Council.

37
38 Chief Keith noted that some of the articles in the media have been inaccurate regarding the fire
39 service issues and he invited Council to contact him if they had questions.

40
41 **Tab 8A) Agreement with the County and School Board on the Bus Barn Property**

42
43 Mr. Drury stated that for many years previous City Councils have shown an interest in acquiring
44 the Schools Board's Bus Barn maintenance facility property located at the far west end of
45 Caroline Street but have not been able to put together or complete an acquisition plan of that
46 property. Previously this Council developed a Horizon Project Team made up of staff and the
47 Mayor to move this initiative forward with an eye towards placing the proposed Public Safety

1 Complex at the Bus Barn location. In addition, the County would be taking a portion of the School
2 board's Bus Barn property that would become contiguous to the Court House. The Horizon
3 Project team has been working for approximately a year with the School Board and County to
4 develop a cost effective acquisition program. Two appraisals were completed resulting in a Bus
5 Barn Value of \$2,010,000 and the city's Woodlea property at \$1,270,000.

6
7 The Horizon Project team has provided periodic updates to the Council and is now bringing forth
8 the negotiated agreement for Council's approval. The School Board voted unanimously to
9 approve the agreement that is before Council at its Thursday January 27, 2011 meeting. The
10 County Commission will be voting on the agreement later this month at its February 15th meeting.

11
12 The salient terms of the agreement include:

- 13
- 14 1. City and County provides payment of \$750,000 for the Bus Barn Property with City paying
- 15 \$300,000 and County paying \$450,000
- 16 2. City shall transfer title of a 20 acre piece of vacant property off Woodlea road with access
- 17 easements (see exhibit B). This land would be used in the future as a new school site.
- 18 3. City waives rezoning fees of Woodlea property.
- 19 4. School Board pays for all costs to construct the school. City pays to relocate any
- 20 protected species like gopher tortoises. County provides land to receive tortoises.
- 21 5. Bus Barn property goes to City and County with the County taking title to the property
- 22 identified in map A-1 and City taking title to property in map A-2.
- 23 6. School Board can use Bus Barn property for one year after the property closing.
- 24 7. City can require School board to demolish all buildings at a cost of \$100,000 or City can
- 25 do the demolishing itself with no payment to School Board. Note: The Facilities Building
- 26 will not be demolished. It is located on the County's portion and may be used by the
- 27 county.
- 28 8. School Board provides County a construction easement along County Road 466A.
- 29 9. The agreement is subject to School Board taking title to an RV park in Lake County to be
- 30 used as the new Bus Barn location.
- 31 10. Alfred Street must be aligned during the design process so as not to affect the facilities
- 32 building.
- 33 11. The goal is to close within 120 days.
- 34

35 Councilmember Pfister asked for confirmation that the property has been looked at for
36 environmental issues. Mr. Drury said two environmental assessments have been done; there was
37 one small tank that was dealt with through EPA and it has been determined that both
38 assessments have confirmed the property is clean.

39
40 Councilmember Smith asked to clarify that the demolishing portion is up to the City's
41 determination. Staff confirmed that was correct.

42
43 Mayor Wolfe noted many people including Mr. Drury, Attorney Williams, and Chairman Stivender,
44 have spent a lot of time on this project and this will be a pleasant improvement to the city's
45 gateway.

46
47 **MOTION**

1 **Kirby Smith moved to approve the agreement, seconded by Sandy Gamble.**

2
3 Councilmember Smith expressed his appreciation to all three governmental entities for working
4 together on behalf of the city and gave special mention to the time spent by the mayor, the school
5 board, and the county.

6
7 Councilmember Gamble added that in the future it should be remembered that one existing
8 building on the property may be used as a training facility.

9
10 **The motion carried unanimously 5-0.**

11
12 Chairman Stivender thanked Mr. Drury and Mayor Wolfe for coming to all the meetings and that
13 she believed the cooperation between the attorneys and the county entities was very significant.
14 She said she believed this decision is best for the citizens and will make the entry way attractive,
15 give the county a new school site, and the employees a better working environment.

16
17 **Tab 10) Report on Holiday Day Trash Pickup**

18
19 Mr. Thompson stated he had provided Council a memo regarding the plan to better inform
20 residents of the holiday trash pickup for 2011. He noted the plan was to attach stickers to the
21 garbage cans with the holiday information which would cost 18 cents per can in addition to other
22 procedures noted in the memo.

23
24 Councilmember Smith asked if the budget included the cost of the stickers. Mr. Thompson said it
25 is budgeted in operating and comes to \$1080.

26
27 Discussion followed regarding the 2011 dates and when the holidays will be observed by
28 employees.

29
30 **XI. OLD BUSINESS**

31
32 None

33
34 **XII. NEW BUSINESS**

35
36 None.

37
38 **XIII. AUDIENCE TO BE HEARD**

39
40 Mayor Wolfe invited public comment.

41
42 **XV. REPORTS**

43
44 **Tab 13) City Administrator**

45
46 Mr. Drury reminded those present of the African American Heritage Festival and parade.
47

1 **Attorney Williams**
2

- 3 • Commented on the cooperative effort among the three governmental agencies to
4 accomplish the property transfer. He said it was one of the first projects he had looked at
5 in 1984 when he first became the City Attorney.
6

7 **Finance Director**
8

9 None
10

11 **Community Services Director**
12

13 Ms. Rogers discussed the dance performance that will be held at the high school as part of the
14 African American Heritage Festival which is free to the community and starts at 6 p.m.
15

16 **Chief Keith**
17

18 Thanked Council for approving the property swap on behalf of the Horizon Project Team.
19

20 **Chief Lubins**
21

22 Chief Lubins said it is his 19th year with the city and acquisition of the gateway property for a
23 public safety complex has been a long term wish by the Police Department, and that on behalf of
24 all of his officers he appreciated the Council support.
25

26 **Economic Development Director**
27

28 Noted the Bass Pro Shop Crappie Tournament was very successful with 110 people at the
29 technique school. He said over 90 children participated in the kid's fishing tournament, and a
30 local fisherman won the overall tournament.
31

32 **City Clerk**
33

34 Ms. Barnett noted she was the "civilian" on the Public Safety Horizon Project team and she also
35 appreciated Council's decision, as it would mean the city's public records will be able to be
36 located closer to City Hall.
37

38 **Tab 14) City Council**
39

40 **Councilmember Smith**
41

- 42 • Noted the flagpole at the prop shop was a joint effort and thanked Mayor Wolfe for his
43 time and talent in assisting on this project
44

45 **Councilmember Gamble**
46

- 1 • Stated he was sorry he could not attend the Crappie tournament this year and was glad
- 2 there had been a good turnout
- 3 • Stated he had attended his first meeting with Lake Community Action Agency
- 4 • Asked Chief Lubins about the "no parking" signs on Barrow

5
6 Chief Lubins stated the department has been trying to work out a solution to what will be a
7 somewhat prolonged temporary problem with the construction. The U.S. postal service has
8 stopped delivery to a majority of the residents on those streets; therefore the "no parking"
9 requirement has been re-instituted. He said he has not received any calls about Barrow but he
10 will call the individual to discuss it further. He said the earlier attempt to enforce one hour parking
11 was difficult to enforce.

12
13 **Councilmember Pfister**

14
15 No report.

16
17 **Vice Mayor Grenier**

- 18
- 19 • Thanked Mr. and Mrs. Domine for coming to Council and that their points were well taken
- 20 • Commented on the Crappie Tournament and said he had gotten the smallest fish for a
- 21 second year in a row
- 22 • Commented on the severe weather in his hometown near Chicago and the blizzard of
- 23 1967
- 24 • Offered congratulations to Corey Mathis of GIS who was sworn in as a member of the
- 25 Board of Directors for the Lake County Historical Society
- 26 • Stated that he will be making a presentation to the Sons of the American Revolution in
- 27 Leesburg on Saturday and he looked forward to being able to talk about the activities in
- 28 Tavares and that would also be attending the African American Heritage Event
- 29 • Thursday night at 7 p.m. at the Tavares Civic Center, a special presentation will be given
- 30 on Abraham Lincoln and he invited everyone to attend

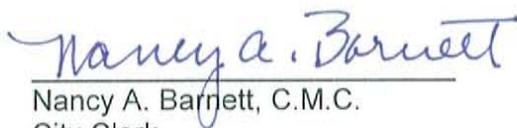
31
32 **Mayor Wolfe**

- 33
- 34 • Spoke positively of the Crappie tournament noting it would have a positive economic
- 35 benefit to the community

36
37 **Adjournment**

38
39 There was no further business and the meeting was adjourned by the Mayor at 5:49 p.m.

40
41 Respectfully submitted,

42
43 
44 _____
45 Nancy A. Barnett, C.M.C.
46 City Clerk

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 16, 2011**

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation by Commissioner Parks

OBJECTIVE:

To receive an introduction from Sean Parks, County Commissioner

SUMMARY:

Commissioner Parks has requested to attend the Council Meeting in order to introduce himself to the City 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
DATE OF MEETING: February 16, 2011**

AGENDA TAB NO. 2A

SUBJECT TITLE: Presentation by Fire Chief re: Mutual Fire Protection Issues

OBJECTIVE:

To receive a presentation by the Fire Chief regarding mutual fire protection issues between the cities of Mt. Dora, Eustis, and Tavares

SUMMARY:

Chief Keith will make a presentation 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 16, 2011**

AGENDA TAB NO. 3

SUBJECT TITLE: Resolution 2011-05 – Authorization to Use Capital Improvement Loan Fund Series 2008 to Include Additional Engineering and Design of the Alfred Street One Way Pair and Widening Project

OBJECTIVE:

To consider the approval of Resolution 2011-05 regarding authorization to use Capital Improvement Funds Series 2008 to include additional engineering and design of the Alfred Street One Way Pair and Widening & Streetscape Project.

SUMMARY:

In May 2008 Resolution 2008-19 was adopted authorizing the issuance of Capital Improvement Note Series 2008 in the amount of \$1,500,000. In October 2009, Resolution 2009-15 amended 2008-19 to include alleyway improvements, road resurfacing projects and related improvements. The city would like to further amend the resolution to include additional design and engineering costs of the Alfred Street One Way Pair and Widening and Streetscape Project.

OPTIONS:

- 1) Approve Resolution 2011-05 as submitted to include additional engineering and design of the Alfred Street One Way Pair and Widening and Streetscape Project.
- 2) Do not approve Resolution 2011-05

STAFF RECOMMENDATION:

Move to approve Resolution 2011-05 to include engineering and design of the Alfred Street One Way Pair and Widening Project.

FISCAL IMPACT: No additional financial impact.

LEGAL SUFFICIENCY:

Legally sufficient.

RESOLUTION 2011-05

A RESOLUTION AMENDING RESOLUTION NUMBER 2009-15, CLARIFYING THE SCOPE OF THE "PROJECT" TO INCLUDE ADDITIONAL ENGINEERING AND DESIGN OF THE ALFRED STREET ONE WAY PAIR AND WIDENING PROJECT

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

WHEREAS, on May 21, 2008 Resolution Number 2008-19 was adopted authorizing the issuance of Capital Improvement Note Series 2008 in the amount of \$1,500,000.

WHEREAS, on October 7, 2009, Resolution Number 2009-15 was adopted authorizing the amendment of Resolution Number 2008-19 to include in the scope of services in Section 2(A) alleyway improvements, road resurfacing projects and related improvements;

WHEREAS, due to current market conditions, the City is able to make additional capital improvements with loan proceeds,

NOW, THEREFORE, BE IT RESOLVED that Section (A) of Resolution Number 2009-15 (A) is here by amended as follows:

- (A) The City of Tavares, Florida (the "City"), deems it necessary, desirable and in the best interests of the City and its residents that the City finance certain costs of the City's acquisition, construction and improvement of certain public roadways and other public capital improvements including alleyway improvements and road resurfacing projects and related improvements (the "Project"), **and additional design and engineering costs of the Alfred Street One Way Pair and Widening & Streetscape Project** including all as more particularly described in the Loan Agreement (as defined herein).

PASSED AND RESOLVED this 16th day of February, 2011, by the City Council of the City of Tavares, Florida.

Robert Wolfe, Mayor
Tavares City Council

ATTEST

Nancy A. Barnett
City Clerk

Approved as to form:
Robert Williams
City Attorney

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 16, 2010**

AGENDA TAB NO. 4

SUBJECT TITLE: Establishment of FY 2012 Broad Budget Priorities

OBJECTIVE: To establish the City Council's broad budget priorities for the City Administrator to use in developing the FY 2012 budget (October 1, 2011 through September 30, 2012).

SUMMARY: It has been the practice of the Council to set the broad budget priorities in March; however, Council Member Sandy Gamble requested consideration that the annual budget process begins earlier. Council concurred with this request and therefore we begin the FY 2012 budget process a month early at this February 16 meeting. At this meeting Council is provided an opportunity to discuss and then establish broad budget priorities for the City Administrator to use as a basis to develop the FY 2012 annual budget. The numbers and percentages identified below are, at this point, preliminary estimates subject to change as we are only four months into the current fiscal year.

By way of background, the City operates six (6) governmental operations as follows:

1. General Fund (Revenues derived by property taxes, other taxes and fees)
2. Utility Fund of Water, Sewer, Reclaim (Revenues derived by fees – no property taxes)
3. Storm Water (Revenues derived from fees – no property taxes)
4. Garbage Collection (Revenues derived from fees – no property taxes)
5. Seaplane and Marina Enterprise (revenues derived from sales and rental income as well as transfers from the TIF Fund (Tax Incremental Financing – incremental tax revenues within the CRA District).
6. Capital Projects. Revenues are derived from grants, impact fees and special tax revenues like "Infrastructure Sales Tax".

This fiscal year, the General Fund expenses were budgeted at \$11,498,516 (*\$11,364,840 plus additions for Concerts & Dora Canal Bridge*) and revenues were budgeted at \$11,498,516 (a balanced budget with \$230,126 (*\$98,727 with adopted budget and \$131,399 for additions*) of Revenues derived from Reserve Appropriations. Approximately 40% of the revenues were derived from property taxes and 60% were derived from other taxes (electric, sales, gas, communications and state) and fees that the City charges for services like permit fees and recreational fees.

At this early point in time, it is virtually impossible to predict with precision the actual revenue or expenses for Fiscal Year 2012 as we do not know:

- how much property values will decrease.
- what the State Shared revenues will be.
- what the increased cost for healthcare will be.
- what future fuel prices will be in 2012.

- what workers compensation will increase to.
- What General Liability cost will increase to.
- etc.....

However, a "best guess" scenario based on staff following trends, receiving reports from the state and conducting research results in the following estimated budget predictions:

For fiscal year 2012 the City can anticipate:

1. Revenues are estimated as follows: a 10% decrease in property values and a 4% decrease in other revenues (the largest component is reserves appropriations).
2. Expenditures are estimated as follows: Increase costs are expected for healthcare, utilities, fuel, liability insurance, workers compensation insurance, as well as contractual service costs.
3. The Rail Road infrastructure upgrade program will increase by \$16,000. In FY 11 the City contributed \$84,000 for replacing the Dora Canal RR Bridge to leverage \$1.2 Million in grants. In 2012 the City has programmed \$100,000 to leverage \$19 Million in grants to replace bolted tracks to continuous weld tracks from Tavares to Plymouth.

This results in an \$850,000 shortfall if the following conditions exist:

1. A similar level of service is maintained
2. Property values drop 10%
3. The same millage rate of 6.95 is maintained

The three year historical trend for property values, tax revenue, millage rates and budgets are as follows:

Fiscal Year	Tax Roll - FINAL (Property Value)	% CHG in Values	Millage Rate	Tax Revenue (unadjusted for TIF)	General Fund Adoptd Budget
2009	\$ 873,756,581	-4.60%	6.25	\$ 5,460,979	13,176,175
2010	810,116,659	-7.28%	6.25	5,063,229	11,597,912
2011	676,263,560	-16.52%	6.95	4,700,032	11,364,840
2012	608,637,204	-10.00%	?	?	?
TOTAL		-38.41%			

Over the past three years, budget deficits have been addressed by a combination of the following:

- Reduction in forces (RIF)
- Instituting furlough programs
- Increasing employee's contribution to healthcare cost
- Eliminating the employee merit program
- Reducing Overtime
- Reducing training
- Renegotiating vendor contracts

- Deferring capital equipment replacement (not replacing police vehicles, mowers, Fire engine, etc.)
- Millage rate adjustments
- Use of reserves
- Mowing rights-of-way less frequently
- A reduction in operations and maintenance across the board
- Elimination of new programs, like the establishment of a Road Maintenance Department

Personnel reductions included the following positions:

1. Assistant Police Chief (Major)
 2. Police Officer
 3. Police Officer
 4. Police Officer
 5. Executive Assistant to City Administrator
 6. General Services Supervisor
 7. Public Works Construction Coordinator
 8. Public Works General Services Crew Foreman
 9. Public Works Sanitation Driver
 10. Public Works Sanitation Driver
 11. Public Works P.T. Staff Assistant
 12. Community Development GIS Analyst
 13. Community Development Administrative Assistant
 14. Community Development Permitting Technician
 15. ½ Community Development Building Inspector (contractual position)
 16. Computer Services Director
 17. Community Services Parks Maintenance Worker (outsourced some landscaping)
 18. Community Services Parks Supervisor
 19. Community Services Library Youth Services Specialist
 20. Utility Wastewater Treatment Plant Operator
- On the General Fund side, during this period of time, the city added 2.0 positions (Public Communications Director, Part-time City Hall Receptionist (contractual) and Sanitation Staff Assistant. This resulted in a net reduction of 18 positions or 11% decrease in staffing.
 - At the new Seaplane Base and Marina, three full-time and four part-time positions were developed.
 - At the Splash Park, seven seasonal part-time employees were added

Tavares has three conditions that negatively affect the property tax rate as follows:

1. Significant number of Properties Exempt from Taxes (PETs)
2. Significant number of homes valued below the threshold for paying any property taxes
3. An unbalanced Commercial to Residential ratio

PETs: Tavares has a real-estate market condition that is less prevalent in many other cities and is unique to Tavares which results in a higher tax rate. That market condition is termed PET (Properties Exempt from Taxes). Tavares is "America's Seaplane City" and also the County

Seat and as such is home to many county and state tax exempt government buildings including all government buildings, Sheriff buildings, judicial buildings, jail, Water Authority, School Board Administrative buildings, the three schools, hospital, not for profits, churches, etc. No property taxes are collected from these entities; yet all of their facilities require costly Police and Fire services that the City provides and pays for. In fact, most PETs are classified as "large assembly of people" facilities; and thus become drivers on the need and cost for adequately sized police and fire protection - yet they do not pay for the resulting expenses for that protection.

Low valued Homes: Tavares has a significant number of low valued homes that require costly police and fire protection but are exempt from paying any taxes due to the homestead exemption. They need and use the service but do not pay for it as the first \$50,000 of value is exempt from property taxation.

Commercial to Residential ratios: Last year and historically Tavares tax revenues were comprised of approximately 80% residential and 20% commercial. This year Tavares experienced an increase in commercial contributions resulting in a shift from 20% commercial to 25% commercial contribution which lowered the residential contribution from 80% down to 75%. The goal for most communities is a 40% commercial contribution and 60% residential contribution. Industry experts assert that for every dollar a resident pays towards their municipal tax services contribution they use \$1.20 in services and for every dollar a commercial business pays for their municipal tax services contribution they use .80 cents worth of services. Thus, a community with a higher commercial tax contribution ratio has a lower tax rate.

In summary, communities with many PETs, low valued homes and low commercial ratios have higher tax rates than those communities who have few PETs, higher valued homes and high commercial to residential ratios.

The "roll back" tax rate is the millage rate levy required to bring in the same amount of tax revenue as the prior year. For the 2012 budget discussions, the roll back rate is estimated at 7.722 and would bring in approximately \$470,000 of the \$850,000 shortfall leaving a \$380,000 shortfall.

There are four areas the City Council should opine on when establishing broad budget priorities as follows:

- A) Mitigating the FY 12 estimated \$850,000 budget shortfall
- B) Maintaining similar levels of service
- C) New programs and services
- D) Employee compensation and benefits

A) Mitigating the Budget Shortfall

Although there are many options and combinations of options available to address the estimated \$850,000 budget shortfall, and although some of these options have been brought forward at previous budget workshops and rejected, below are some options offered for discussion purposes with corresponding comments and observation on each one to be built upon (See Exhibit A for comments and observations).

OPTIONS

ESTIMATED REVENUE GENERATED

1. Reduce Reserves from 15.8% to 5%	\$1,200,000 (assumes no change in 2011 revenue or expenditure estimates)
2. New assessments (Street Lights, fire.)	Example: Fire = \$955,000
3. Raise Millage rate to Rollback rate	\$470,000
4. Eliminate/reduce services	? (Would need to identify which ones)
5. Furlough one day per month	\$300,000
6. Raise Fees (Recreation, Permit etc.)	? (would need to identify which ones)
7. Further Department cuts	Same as 4 above: After three years of department cuts and belt tightening this option results in an elimination or reduction of services.

B) **Maintaining a Similar Level of Service** – Thus far, the City has been able to maintain a similar level of services for its citizens during this recession and has been able to grow the business tax contributions from 20% to 25% by developing a business - friendly environment and recruitment efforts. In fact the city has provided several new services during this time including a new Seaplane Base, Marina, special events and concerts.

C) New Programs and Services

Throughout the year new programs and services are discussed by Council members, staff and constituents. An opportunity is provided for Council to identify any new programs and services that they would like incorporated into the budget. A few of the examples include:

1. Sister City Program
2. Senior Center
3. Entertainment District Concerts
4. New Special events (Boating Events, others etc.)
5. Purchasing the Major St. Clair Abrams Home
6. Hickory Point Annexation
7. Security Cameras at Aesop's Park
8. Ingraham Park Improvements
9. Operating Splash Park for Special Events

D) Employee Compensation and Benefits

1. **Employee compensation adjustments for last three years were as follows:**

- FY 09 = 2% Cost of Living increase / 0% merit (program placed on hold)
- FY 10 = -2.3% decrease (Furlough) 0% COLA / 0% merit (program remained on hold)
- FY 11 = 2% Cost of Living increase / 0% merit (program remained on hold)
- FY 12 = ?

With the exception of Tuition Reimbursement and Healthcare, employee benefits over the last three years have remained the same.

- Tuition Reimbursement Program was eliminated in 2010
- Family healthcare premium contributions by the city were decreased from 78% to 52% and Employee's contributions increased from 22% to 48%. Employee contributions to Single coverage went from 0 to \$25.00 per month.

It is recommended that the Council discuss the four areas identified above:

1. Mitigating the estimated \$850,000 budget shortfall
2. Maintaining a similar level of service
3. New programs and services
4. Employee compensation and benefits

As it relates to priorities for the four (4) other operating funds, the budget goals have been to develop a budget where revenues are sufficiently set to offset costs. It is recommended that Council advise of any other budget priorities for these operations. The other operations are as follows:

1. Utility Operation (Water, Waste water, Reclaim)
2. Storm Water
3. Garbage Collection
4. Seaplane and Marina Operation
5. Special Revenue Funds
6. Capital Program

OPTIONS:

1. Discuss and then establish broad budget priorities for the City Administrator to incorporate into the FY 2012 budgets.
2. Do not discuss or establish broad budget priorities for the City Administrator to incorporate into the FY 2012 budgets.

STAFF RECOMMENDATION: That Council discusses and then establishes broad budget priorities for the City Administrator to incorporate into the FY 2012 budgets for all funds.

FISCAL IMPACT: Impacts FY 2012 budget

LEGAL SUFFICIENCY: This is legally sufficient.

EXHIBIT A

Option Comments

1. Reduce Reserves from 15.8% to 5%:

- This is not sustainable (can't do it again next year). If done, next year an equal amount of either new revenue or budget cutting would need to be accomplished.
- Reserves is used to cash flow the first quarter of operations as the City awaits to receive Tax revenue, therefore the City would need to budget the cost of short term borrowing to cash flow itself.
- The 5% reserves amount would not be sufficient for the recommended "three months" of operation in the event of say a Hurricane. Therefore, a line of credit with a bank sufficient to maintain operations for the recommended three month period would be recommended. There would be a cost to maintain that line of credit.
- In the event of a Hurricane/natural unforeseen disaster, there are currently three lines of defense or "nets" as follows: 1) Reserves 2) Ability to Borrow 3) FEMA. Reserves are available immediately, borrowing would take a few weeks, and FEMA reimbursements would take several months to a year.
- In addition lowering reserves to 5% could affect the city's bond rating and costs for future debt

2. New Assessments:

- A City Fire Assessment was proposed and rejected by a previous Council in 2008. Opposition from churches, business and citizens was received. Currently the County has a Fire Assessment on residents, commercial properties and Churches for fire service in the county. This assessment is used by the County to pay for Fire Service thereby reducing the millage rate. The city does not have a Fire Assessment and therefore Fire is funded by the tax payer (Millage Rate). PETs do not pay taxes and therefore do not pay for Fire Service in the city. If an assessment was put in place then PET's would pay for Fire Service as they do in the county.
- The City does not have special assessments for Lighting or Landscaping. Those costs are all paid for out of the General Fund (millage rate). For example the city pays \$365,000 per year for street lighting and \$76,280 per year for main street, State Road 19 and 441 landscaping.) Some communities have a "Lighting Assessment" and "Landscaping Assessment" where the people who benefit from the lighting or landscaping pay for the lighting and landscaping. The County has

lighting assessments which reduce the millage rate. Other communities have landscaping assessments. Tavares has neither so the cost is shared by all through a millage rate.

3. Raise Millage Rate to roll back rate. The "Roll Back" tax rate is the millage rate levy required to bring in the same amount of tax revenue as the prior year. For Fiscal year 2011 the tax rate of 6.95 brought in \$4,523,000. In order to bring in the same tax revenue of \$4,523,000 the roll back rate would need to be approximately 7.722. This would reduce the short fall of \$850,000 down to \$380,000.
4. Eliminate/ Reduce Services: Below is listing of the services the city provides and their associated costs.

2011 BUDGET by Department Function	
Police Department	2,409,663
Fire Department	1,861,569
Parks and Rights of Way	1,103,156
General Services	1,011,494
Community Development	652,663
Accounting & Budget	535,267
Library	512,080
Communications Center	472,573
Recreation	432,055
Fleet Maintenance	385,602
Economic Development	249,036
Customer Svc Utility Billing	320,489
Administration	276,986
General Overhead	242,038
Human Resources	203,700
City Clerk	185,703
Information Technology	158,788
Legal Services	120,000
Public Communications	96,088
Purchasing & Procurement	85,618
Railroad Bridge Upgrade	84,000
Code Enforcement	66,010
City Council	33,938
	11,498,516

5. Furlough one day a month: In FY 2010 the city instituted a ½ furlough program where all employees took off one half day on Friday a month which equated to about a 2.2% decrease in pay (Fire took a 2.2% decrease in pay as stations needed coverage on Fridays). In FY 11 the Council eliminated the Furlough

program. A full day furlough program once a month would equate to approximately \$300,000 in expense savings and a 4.4% decrease in pay for employees.

6. Raise Fees: Fees include building permit fees, Occupational License fees, Civic Center rental fees, youth baseball etc. Where raising fees is an option the amount collected would probably not be enough to offset the deficit. It also would go against the "business friendly" reputation that the city has developed by eliminating impact fees and developing an Economic Development Department that fast tracks permits and conducts routine business recruitment, however, the option does exist.
7. Further Department cuts. After three years of reducing forces and budget cuts across the board any further reduction would be either an elimination or reduction of service. Same as option four (4) above.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 16, 2011**

AGENDA TAB NO. 5

SUBJECT TITLE: Review of Local Match to Improve Florida Central Railroad Corridor

OBJECTIVE:

To have City Council hear an update report from MPO Executive Director T. J. Fish relating to the \$13.8 million railroad infrastructure improvement grant and local match commitments and to consider a request the Council re-allocate among fiscal years the \$300,000 the City Council has approved as the City's local match share for this project.

SUMMARY:

At the Council meeting of May 19, 2010, the City Council approved the attached recommendation to approve a proposed plan to improve the Florida Central Railroad Corridor Plan and Local Match Proposal and direct the City Administrator to develop a funding proposal for the City's local match of \$383,334 to be brought back for Council consideration during the Summer budget review meetings. Over the ensuing time frame, the request for the City was reduced to \$300,000.

The approved 2010 – 11 Five-Year Capital Improvement Program contains a total appropriation of \$300,000 as the City's share for the local match for the \$13.8 million grant. The City's contribution is spread out over three fiscal years with an appropriation of \$100,000 to be made in Fiscal Years 2012, 2013 and 2014 (See attached from CIP program).

Staff has now been informed that the total City contribution will be needed by September 30, 2013 to meet the local match requirements of the grant.

OPTIONS:

1. To approve that the City's local match contribution of \$300,000 will be disbursed by Sept. 30, 2013 and direct City staff to bring back for Council consideration an amendment to the 2010-11 Five-Year Capital Improvement Program to reflect this change.
2. To not approve a change to the City's local match contribution of \$300,000.

STAFF RECOMMENDATION:

Staff recommends that the City's local match contribution of \$300,000 will be disbursed by Sept. 30, 2013 and direct City's staff to bring back for Council consideration an amendment to the 2010-11 Five-Year Capital Improvement Program to reflect this change.

FISCAL IMPACT:

The direct fiscal impact on the City will be the provision of a local grant match of \$300,000 which will be totally allocated by the close of the 2012-13 fiscal year.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed the attached information.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: MAY 19, 2010**

AGENDA TAB NO. 12

SUBJECT TITLE: Consideration of Local Match to Improve Florida Central Railroad Corridor

OBJECTIVE:

To have City Council review the attached information and consider providing its proposed share of the local match to improve the Florida Central Railroad Corridor.

SUMMARY:

At the Council meeting of May 8, 2008, the City Council approved an Economic Development Strategy that included the development of a Freight Village and related improvements to the Florida Central Railroad Corridor between Orlando and Eustis/Tavares.

The proposed railroad construction includes improvements to several railroad crossings in Tavares, and the installation of continuous welded rail between Plymouth and Tavares/Eustis. The installation of the continuous welded rail will provide for higher speed trains between Tavares/Eustis and downtown Orlando and allow for the provision of commuter rail service between Tavares/Eustis and downtown Orlando in the future.

Per the attached letter from Lake-Sumter MPO Executive Director T. J. Fish, \$13.8 million is included in the FDOT Tentative Work Program for FY 2010/11 beginning July 1, 2010. The \$13.8 million of FDOT allocated funds with a local match from various participating entities of \$4.6 million will provide the needed funds of an estimated \$18.4 million to complete the proposed improvements. Shares of the local match are proposed to be provided by Florida Central Railroad, Orange County government, Lake County government, and the cities of Eustis, Tavares and Mount Dora.

The Lake-Sumter MPO proposed a local match breakdown of the needed \$4.6 million which is included as an attachment to the enclosed letter. The proposed local match for Tavares is \$383,334 which would need to be provided in the 2010/11 fiscal year.

The Railroad Horizon Team for the City consists of Councilmember Kirby Smith, City Administrator John Drury and Economic Development Director Bill Neron.

The Horizon Team after careful review believes the attached proposal directly falls in line with the City's approved Economic Development Strategy to improve railroad infrastructure and develop a Freight Village. The proposal represents a unique funding opportunity to pay for the needed railroad infrastructure that will enhance freight rail services and provide a future backbone for commuter rail service between Tavares/Eustis and downtown Orlando. The proposed Tavares local match of \$383,334 represents 2% of the estimated \$18.4 million in total project costs.

The Horizon Team recommends that the City Council approve the attached plan as outlined in T. J. Fish's letter and direct the City Administrator to bring a funding proposal for the City's local match back to the City Council for consideration during the 2010/11 budget discussions this Summer.

OPTIONS:

1. To review and approve the attached proposed plan to improve the Florida Central Railroad Corridor Plan and Local Match proposal
2. To review and not approve the attached proposed plan to improve the Florida Central Railroad Corridor Plan and Local Match proposal

STAFF RECOMMENDATION:

The Railroad Horizon Team recommends that the Council approves the attached proposed plan to improve the Florida Central Railroad Corridor Plan and Local Match Proposal and direct the City Administrator to develop a funding proposal for the City's local match of \$383,334 to be brought back for Council consideration during the Summer budget review meetings.

FISCAL IMPACT:

The direct fiscal impact on the City will be the provision of a local grant match of \$383,334.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed the attached information.

CITY OF TAVARES



Fiscal Year 2010-2011

Five – Year Capital Improvement Plan

And Fiscal Years 2011, 2012, 2013, 2014 & 2015



**CITY OF TAVARES
CAPITAL IMPROVEMENT SUMMARY DRAFT**

**Table 3
Capital Improvement Program
2010/11 - 2013/15
Schedule of Recommended Capital Projects**

No.	Program	Dept	Funding	Status	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Total
Beautification										
2	Streetscape Design Manual (2e)	2e	5901	MIXED	OG	\$ 150,000	\$ -	-	-	\$ 150,000
2	Streetscape Improv on-going(3d)	3d	5901	MIXED	OG	-	500,000	250,000	250,000	1,000,000
3	Gateways (ongoing) (3h)	3h	5901	MIXED	OG	100,000	100,000	100,000	-	400,000
	Total Beautification				\$ 100,000	\$ 750,000	\$ 350,000	\$ 350,000	\$ -	\$ 1,550,000
Economic Development										
9	Tavares Square Const Docs(2c)	2c	5901	MIXED	F	-	250,000	250,000	-	500,000
9	Tavares Square Const (3f)	3f	5901	MIXED	F	-	-	1,500,000	1,500,000	3,000,000
58	East Mainstreet Traffic Circle		5901	LCBCC	F	1,200,000	-	-	-	1,200,000
53	Freight Village-conceptual design		5901	GRANTS	F	-	75,000	-	-	75,000
55	Parking Garage - 2nd Dwntrn (2d)	2d	5901	GRANTS	F	-	-	6,800,000	-	6,800,000
56	RailRoad Station		5901	GRANTS	F	-	-	-	1,000,000	1,000,000
57	Bury Downtown Elec Lines		5901	GRANTS	F	-	-	750,000	-	750,000
76	Dora Canal RR Bridge		4101	MIXED	P	300,000	-	-	-	300,000
54	Rail Road Continuous Welded Track		4101	MIXED	F	-	100,000	100,000	100,000	300,000
54	Rail Road Infrastructure Imprv		5901	GRANTS	F	-	6,333,000	6,333,000	6,334,000	19,000,000
	Total Economic Development				\$ 1,500,000	\$ 6,755,000	\$ 15,733,000	\$ 8,934,000	\$ -	\$ 32,925,000
Public Buildings & Facilities										
5	Pub Safety Facility - Design	2201/2101		GRANTS	F	500,000	-	-	-	500,000
5	Pub Safety Facility - Design	2201/2101		MIXED	F	276,250	-	-	-	276,250
5	Pub Safety Facility - Land Acquisition	2201/2101		SALES TAX	F	33,000	-	-	-	33,000
5	Pub Safety Facility - Land Acquisition	2201/2101		PUB SFTY IMP	F	217,000	-	-	-	217,000
5	Pub Safety Facility - Const	2201/2101		GRANTS	F	-	500,000	-	-	500,000
5	Pub Safety Facility - Const	2201/2101		GEN DEBT	F	-	6,486,250	-	-	6,486,250
59	Public Works Facility - Design	4101		GRANTS	F	-	-	-	200,000	200,000
59	Public Works Facility - Const	4101		GRANTS	F	-	-	-	1,800,000	1,800,000
6	Library Facility Expansion	7101		LC LIB IMPACTS	F	-	346,667	266,667	386,666	1,000,000
7	City Hall Roof Replacement	4101		GEN	F	-	87,418	-	-	87,418
	Total Public Buildings & Facilities				\$ 1,026,250	\$ 7,420,335	\$ 266,667	\$ 386,666	\$ 2,000,000	\$ 11,099,918
Parks & Recreation										
61	Aesop Pk Parking Lot & Restrooms PH 1	7201		CDBG	F	10,000	-	-	-	10,000
61	Aesop Pk Parking Lot & Restrooms PH 2	7201		FRDAP GRANT	F	69,100	-	-	-	69,100
60	Aesop Park - Land Acquisition	7201		GRANTS	F	-	-	-	594,000	594,000
79	Aesop Park - Furniture	7201		GEN	F	10,000	-	-	-	10,000
12	Replace Dugouts at Stover	7201		SALES TAX	F	-	-	-	100,000	100,000
62	Replace Fencing at Stover Park-Const	7201		GRANTS	F	-	200,000	-	-	200,000
13	Floating Docks at TRP	7201		SALES TAX	OG	25,290	-	-	-	25,290
63	St. Clair Abram House Acquisition	7201		GRANTS	F	-	-	-	535,000	535,000
78	Kubota Mowers - & 200 Gal Spray Tank	7201		GEN	F	26,620	-	-	-	26,620
136	Bleachers for the Woodlea Ballfields	7201		GEN	OG	-	30,000	-	-	30,000
137	Flagpole & Lights at Cemetery	7201		GEN	OG	-	3,000	-	-	3,000
138	Resurface Basketball Courts	7201		GEN	OG	-	4,000	-	-	4,000
139	Outdoor Movie Screen/System	7201		GEN	OG	-	16,000	-	-	16,000
140	RecPro Software	7201		GEN	OG	-	15,000	-	-	15,000
141	Inflatable Acoustic Band Shell	7201		GEN	OG	-	12,000	-	-	12,000
142	F-250 4x2 Trucks (2)	7201		GEN	OG	-	43,000	-	-	43,000
15	Woodlea Sports Complex	7201		SALES TAX	OG	342,340	-	-	-	342,340
15	Woodlea Sports Complex	7201		FRDAP GRANT	F	-	-	-	1,500,000	1,500,000
15	Woodlea Sports Complex	7201		GRANTS	F	-	2,175,000	-	8,500,000	10,675,000
	Total Parks & Recreation				\$ 484,250	\$ 2,290,000	\$ 200,000	\$ -	\$ 11,228,000	\$ 14,211,250
Transportation										
17	Sidewalks	4101		GEN	OG	3,000	33,075	34,729	36,465	107,269
126	Street Sign Study - per MUTCD	4101		GEN DEBT	F	15,000	-	-	-	15,000
77	Street Sign Replacement	4101		GEN	F	5,000	10,000	10,000	10,000	45,000
78	Challenger Model X-10 Twin Post Vehicle Lift	1901		GEN	F	3,200	-	-	-	3,200
19	Alleyway improvements	4103		SALES TAX	OG	50,000	-	-	-	50,000
19	Alleyway improvements (3g)	3g	4103	GRANTS	F	-	50,000	50,000	500,000	600,000
21	Ruby Street Doc & Perm (2b)	2b	5901	GRANTS	F	-	-	500,000	-	500,000
22	Alfred Street (2f)	2f	5901	TRAN IMPACTS	OG	-	1,000,000	-	-	1,000,000
22	Alfred Street (3c)	3c	5901	TRAN IMPACTS	OG	-	5,000,000	-	-	10,000,000
8	Ruby Street Design (2a)	2a	5901	GRANTS	F	-	-	750,000	-	750,000
21	Ruby Street (3e)	3e	5901	GRANTS	F	-	-	2,500,000	2,500,000	5,000,000
65	Road Paving Improvements	4103		SALES TAX	F	-	750,000	750,000	-	2,250,000
	Total Transportation				\$ 76,200	\$ 6,843,075	\$ 7,094,729	\$ 3,796,465	\$ 2,510,000	\$ 20,320,469
Water Facilities & Improvements										
67	Consumptive Use Permit	3301		WWW	OG	125,000	-	-	-	125,000
26	Distrib Relocations & Upgrades	3301		WWW	F	145,000	1,155,000	-	-	1,300,000
27	Distribution Expansion	3301		IMPACTS	F	1,888,000	944,000	944,000	944,000	4,720,000
28	Alfred Street Upgrades	3301		IMPACTS	F	230,000	-	-	-	230,000
28	Alfred Street Upgrades	3301		USDA GRANTS	F	-	3,067,000	3,067,000	3,067,000	9,201,000
29	Alternative Potable Water Supply	3301		IMPACTS	F	350,000	-	-	-	350,000
29	Alternative Potable Water Supply	3301		GRANTS	F	-	2,000,000	2,000,000	-	4,000,000
82	High Service Pump and Motor for Plant #1	3301		WWW	F	15,000	-	-	-	15,000
83	Fire Hydrant Replacements	3301		WWW	F	6,400	-	-	-	6,400

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: FEBRUARY 16, 2011**

AGENDA TAB NO. 6

SUBJECT TITLE: CONSIDERATION OF REQUEST FOR THE CITY TO FUND \$35,000 AS A PORTION OF THE LOCAL MATCH FOR A FEDERAL GRANT TO CONDUCT AN ALTERNATIVE ANALYSIS STUDY FOR FUTURE COMMUTER RAIL

OBJECTIVE:

To have City Council consider a request for the City to fund \$35,000 as a portion of the local match for a Federal grant to conduct an Alternative Analysis study for future commuter rail.

SUMMARY:

Over the last several years the City of Tavares has been the leader in promoting infrastructure rail improvements from Eustis through Tavares to downtown Orlando. The City has provided matching funds for the \$1.3 million grant to replace the Dora Canal Bridge as well as \$300,000 as a portion of the local match for a \$13.6 million FDOT grant for welded rail improvements from Plymouth to Eustis. When these improvements for freight rail endeavors are constructed, the railroad infrastructure to support commuter rail service between Eustis through Tavares to Orlando will be in place.

In order to qualify for future State and Federal funding for commuter rail should it prove feasible, a number of studies need to be completed. The next study that needs to be finished is an Alternatives Analysis. The MPO is requesting that the City appropriate \$35,000 as a portion of the local match required for this grant. These funds will need to be made available no later than October 2012.

The total estimated cost of the grant is \$1.7 million with a local required match of 25% or \$425,000 to be split equally between the local governments in Orange and Lake counties. The \$212,500 in Lake County is proposed to be split with Eustis, Mount Dora and Tavares each allocating \$35,000 and Lake County appropriating \$107,250.

MPO Director T. J. Fish will be at the meeting to answer and further questions by Council

The City currently has no monies appropriated for this purpose in the 2010-11 fiscal year budget.

OPTIONS:

1. To approve funding of \$35,000 from the Reserve for Contingency account.
2. To direct the City Administrator to place this funding in the proposed 2011-12 proposed budget for consideration by the Council during its budget deliberations this Summer.
3. To not approve the request.

STAFF RECOMMENDATION:

Staff recommends that the Council approve directing the City Administrator to place this funding in the 2011-12 proposed budget for consideration by the Council during its budget deliberations this Summer.

FISCAL IMPACT:

The fiscal impact is dependent on the final action taken by Council

LEGAL CONSIDERATIONS

N.A.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 16, 2011**

AGENDA TAB NO. 7

SUBJECT TITLE: Request to Apply for CDBG Grant to Repair and Install Sidewalks

OBJECTIVE:

To seek Council approval to pursue applying for the Community Development Block Grant in the amount of \$70,000 to repair broken sidewalks and install needed sidewalks at various locations throughout the City to provide/enhance safety for the citizens. One area proposed is the east side of St. Clair Abrams Avenue from Caroline up to Hwy. 441 (by the funeral home).

SUMMARY:

For the past several years the City has received Federal Community Development Block Grant funds as a sub-grantee through the Lake County CDBG program. The funds must be spent for improvement projects in low-income areas. Staff wishes to proceed with Lake County to obtain funds for sidewalk improvements/installation.

OPTIONS:

- 1) Move to direct staff to apply for the CDBG grant in the amount of \$70,000 to repair and install sidewalks
- 2) Do not direct staff to apply for CDBG grant.

STAFF RECOMMENDATION:

Move to direct staff to apply for the CDBG grant to repair and install sidewalks.

FISCAL IMPACT:

The grant would be 100% with no requirement for match.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 16, 2011**

AGENDA TAB NO. 8

SUBJECT TITLE: Interlocal Agreement Between Tavares and Lake County Relating to the allotment of CDBG funds to be used for the Aesop's Park Improvements

OBJECTIVE: To enter into an interlocal agreement with Lake County government for the acceptance of the 2010-2011 allotment of the Community Development Block Grant funds in the amount of \$70,000.

SUMMARY: Last year, the City of Tavares applied for and was awarded the 2010-2011 Community Development Block Grant (CDBG) allotment in the amount of \$70,000 for the continuous improvements to Aesop's Park. Over the past several years, CDBG funds have been used to improve City parks. Most recently, the first phase of improvements at Aesop's Park was completed with CDBG funds by constructing a site-built restroom facility. This year's allotment will be used to install picnic tables, park benches, grills, trash receptacles, playground stations and outdoor exercise equipment.

OPTIONS:

- 1) Move to approve and enter into the interlocal agreement for CDBG funds of \$70,000 for second phase of Aesop Park's improvements
- 2) Do not approve the Interlocal agreement

STAFF RECOMMENDATION:

Move to approve and enter into the interlocal agreement between Tavares and Lake County relating to the 2010-2011 allotment of CDBG funds of \$70,000 to be used for Phase 2 of the Aesop's Park improvements.

FISCAL IMPACT: 100% grant of \$70,000 with no match required

LEGAL SUFFICIENCY: Meets legal sufficiency

COMMUNITY DEVELOPMENT BLOCK GRANT

PARTNERSHIP AGREEMENT

BETWEEN

LAKE COUNTY

AND

CITY OF TAVARES

FOR

***CDBG 2010-11
PARK IMPROVEMENT
AESOP'S PARK***

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**PARTNERSHIP AGREEMENT
BETWEEN LAKE COUNTY AND
THE CITY OF TAVARES**

This Agreement is made and entered this _____ day of _____, 2011 by and between Lake County, a Political Subdivision of the State of Florida hereafter referred to as "COUNTY", and the City of Tavares, a municipal corporation organized and existing under the laws of the State of Florida, hereafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need according to CFR 570 HUD Regulations; and

WHEREAS, said Grant allows the COUNTY to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the MUNICIPALITY has entered into an Urban County Cooperation Agreement with the County, whereby the County shares its annual CDBG entitlement with the MUNICIPALITY because the MUNICIPALITY's low and moderate income population was used to qualify the County for the entitlement; and

WHEREAS, the MUNICIPALITY wishes to use its share of the FY 2010-11 CDBG entitlement monies for Aesop's Park improvements; and

WHEREAS, the MUNICIPALITY has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed Seventy Thousand and No/100 Dollars (\$70,000.00); and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons;

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

**ARTICLE I
PROJECT DESCRIPTION**

- 1.1 The MUNICIPALITY agrees to implement this activity as described in detail in Appendix A, Scope of Services.

ARTICLE II DISBURSEMENTS

- 2.1 The COUNTY agrees to reimburse the MUNICIPALITY a maximum amount not to exceed Seventy Thousand and No/100 Dollars (\$70,000.00) from FY 2010-11 Community Development Block Grant (CDBG) funds, as outlined in Appendix B, Budget.

ARTICLE III REPORTING

- 3.1 The MUNICIPALITY shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the report form attached to this Agreement as Appendix D. Reports are due on the tenth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 The MUNICIPALITY shall provide the Lake County Department of Community Services with additional program information as needed.

ARTICLE IV AGREEMENT PERIOD AND TERMINATION

- 4.1 This Agreement shall take effect upon execution by the COUNTY, and shall terminate on **September 30, 2011** unless canceled sooner.
- 4.2 Suspension and termination for convenience:
- a. If the MUNICIPALITY should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 24 CFR 85.43 and in accordance with 24 CFR 85.44. In the event that funds should fail to be or cease to be provided to the COUNTY then the COUNTY may terminate this Agreement immediately.
 - b. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:
 1. By the County with the consent of the MUNICIPALITY in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
 2. By the MUNICIPALITY upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

- 4.3 The COUNTY may issue a Stop Order to the MUNICIPALITY which will halt all work on the project in the event that the work is not being done according to Federal guidelines and regulations, the assurances contained herein, or the provisions of this Agreement.
- 4.4 The MUNICIPALITY may not terminate its obligations under Paragraph 11.7-11.9 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5. Hearings Appeals: In taking an enforcement action the COUNTY will provide the MUNICIPALITY an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or MUNICIPALITY is entitled to under any statute or regulation applicable to the action involved.
- 4.6 Effects of Suspension and Termination: Costs resulting from obligations incurred by the MUNICIPALITY clearing a suspension after termination of an award are not allowable unless the awarding agency expressly authorizes them in the nature of suspension or termination or subsequently. Other MUNICIPALITY costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the MUNICIPALITY before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and
 - b. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- 4.7 Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subrecipient from being subject to "Debarment".

ARTICLE V INDEMNIFICATION

- 5.1 The COUNTY and the MUNICIPALITY, in accordance with Section 768.28, Florida Statutes, agree to be fully responsible for their negligent acts or omissions or intentional tortuous acts which result in claims or suits against the other party, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The MUNICIPALITY agrees that it is an independent contractor of the COUNTY and not an agent or employee.

**ARTICLE VI
PROCEDURES FOR INVOICING AND PAYMENT**

- 6.1 All purchasing for consumable, capital equipment, and services shall be made by credit card, purchase order or by a written contract
- a. The COUNTY agrees to make payment and reimburse all budgeted costs as specified in Appendix B available under Federal, State, and County guidelines.
 - b. Requests by the MUNICIPALITY for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.
 - c. The COUNTY agrees that it shall pay the MUNICIPALITY within thirty (30) calendar days after proper presentation of invoices and reports approved by the MUNICIPALITY and COUNTY.
 - d. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by the COUNTY later than thirty (30) days after expiration date of this Agreement.
 - e. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.
- 6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall review such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the MUNICIPALITY in the amount it determines to be payable.
- 6.4 If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this Agreement and any contract shall be in accordance with County, State, and Federal guidelines and regulations. A list of all subcontractors shall be provided to the Department of Community Services. This in no way relieves the MUNICIPALITY from any other requirements of this Agreement. Reimbursement requests shall include certification such as the certification shown in Appendix C, Page 2 in the absence of canceled checks for verification. None of the work or services, including but not limited to, consultant services covered by this Agreement, shall be subcontracted or reimbursed without the prior notice to the COUNTY.

**ARTICLE VII
IMPLEMENTATION AND TIMETABLE**

- 7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning October 1, 2010. Expenses incurred during this period will be considered eligible for reimbursement.

7.2 The MUNICIPALITY agrees to implement project(s) and comply with the Scope of Services and timetable set forth in Appendix A.

**ARTICLE VIII
NOTICES**

8.1 The MUNICIPALITY and the COUNTY agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, electronic mail, by messenger or personally delivered to the office of the duly authorized representative of the MUNICIPALITY or COUNTY as specified herein.

COUNTY :
Cheryl Howell, Housing Director
Lake County Dept of Comm. Services
P.O. Box 7800
1300 S. Duncan Drive
Tavares, FL 32778-7800

MUNICIPALITY:
John Drury

City of Tavares
PO Box 1068
Tavares, FL 32778

**ARTICLE IX
MODIFICATION**

9.1 Any program modification requested by the MUNICIPALITY must be requested at least ninety (90) days prior to the end of the term of this Agreement. No modification to this Agreement shall be binding on either party unless in writing and signed by both parties.

9.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the MUNICIPALITY shall be notified in writing and such notification shall constitute an official amendment.

9.3 The COUNTY may, at its discretion and upon provision of proper notice to the MUNICIPALITY, amend this Agreement to conform with changes in Federal, State, and/or County guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.

**ARTICLE X
ASSURANCES**

10.1 MUNICIPALITY agrees that it will comply with the following assurances:

- a. If applicable, the MUNICIPALITY shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
- b. The MUNICIPALITY agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between HUD and the COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the parties hereto.
- c. In accordance with the Drug Free Workplace Act of 1988, the MUNICIPALITY certifies that it has a policy designed to ensure that the MUNICIPALITY's

workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

- d. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

10.2 The MUNICIPALITY certifies that, to the best of its knowledge and belief that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XI FINANCIAL RESPONSIBILITY

- 11.1 The MUNICIPALITY gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.

- 11.2 The MUNICIPALITY agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement.
- 11.3 The MUNICIPALITY further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this Agreement.
- 11.4 Any funds expended in violation of this Agreement shall be refunded in full from non-Federal resources.
- 11.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. In the event material progress is not evidenced nor commenced within the time limitations of this Agreement, as determined by the COUNTY, the COUNTY may terminate this contract.
- 11.6 All funds not expended as a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding Agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 11.7 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall be retained by the MUNICIPALITY to be used to recoup costs incidental to generation of the income, such as expendable supplies and labor costs.
- 11.8 If the MUNICIPALITY executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.
- 11.9 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.

ARTICLE XII EVALUATION AND MONITORING

- 12.1 The MUNICIPALITY agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This Agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The MUNICIPALITY agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The MUNICIPALITY shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.
- 12.2 A sample monitoring instrument attached as Appendix E contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

ARTICLE XIII UNIFORM ADMINISTRATIVE REQUIREMENTS

- 13.1 Governmental subrecipients and the County shall comply with the 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":
- a. Section 85.3, "Definitions";
 - b. Section 85.6, "Exceptions";
 - c. Section 85.12, "Special grant or subgrant conditions for 'high-risks' grantees";
 - d. Section 85.20, "Standards for financial management systems", except paragraph (a);
 - e. Section 85.21, "Payment", except as modified by State Statute 570.513;
 - f. Section 85.22, "Allowable costs";
 - g. Section 85.26, "Non-federal audits";
 - h. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be Program Income;
 - i. Section 85.33, "Supplies";
 - j. Section 85.34, "Copyrights";
 - k. Section 85.35, "Subawards to debarred and suspended parties";
 - l. Section 85.36, "Procurement", except paragraph (a);
 - m. Section 85.37, "Subgrants";
 - n. Section 85.40, "Monitoring and reporting program performance", except paragraph (b) - (d) and (f);
 - o. Section 85.41, "Financial reporting", except paragraphs (a), (b), and (e);
 - p. Section 85.42, "Retention and access requirements for records";
 - q. Section 85.43, "Enforcement";
 - r. Section 85.44, "Termination for convenience";
 - s. Section 85.51, "Later disallowances and adjustments"; and
 - t. Section 85.52, "Collection of amounts due".

The COUNTY and governmental subrecipients shall also comply with the provisions of OMB Circular A-133 - Audits of State and Local Governments Non-Profit Organizations; and OMB Circular A-87 - Cost Principles for State and Local Governments.

ARTICLE XIV CONFLICT OF INTEREST

- 14.1 In the procurement of services by the MUNICIPALITY, the Conflict of Interest provision in 24 CFR 85.36 shall be adhered to as applicable.

ARTICLE XV OTHER REQUIREMENTS

- 15.1 The COUNTY and the MUNICIPALITY agree to comply with all applicable Federal, State, and County laws ordinances, codes and regulations. Any conflict or inconsistency between the above Federal, State or County guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive. More specifically, the COUNTY and the MUNICIPALITY agree to carry out each activity in compliance with all applicable Federal laws and regulations as described below:

- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
- Public Law 90.284 - Title VIII of the Civil Rights Act of 1968

- Executive Order 11063 as amended by Executive Order 12259
 - Section 109 of the Act
 - Labor Standards
 - National Flood Insurance Program
 - Relocation and Acquisition
 - Employment and Contracting Opportunities;
 - Executive Order 11246 (41 CFR Chapter 60)
 - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
 - Lead-Based Paint
 - Use of Debarred, Suspended or Ineligible Contractors
 - Displacement
 - Conditions for Religious Organizations
 - Non-Discrimination Base on Handicap
 - Section 504 of the Rehabilitation Act of 1973
 - Architectural Barriers Act of 1963
 - Environmental Protection Agency Regulations.
- 15.2 The MUNICIPALITY will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended. If the MUNICIPALITY solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.
- 15.3 Neither the MUNICIPALITY's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act, Chapter 15 of Title 5, United States Code

ARTICLE XVI GENERAL PROVISIONS

- 16.1 The COUNTY and the MUNICIPALITY agree to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement. The COUNTY and the MUNICIPALITY also agree to abide by Chapter 119, Florida Statutes, Public Records and its successors.
- 16.2 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that 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 agreements, whether oral or written.
- 16.3 This document shall be executed in three (3) counterparts, each of which shall be deemed to be an original.
- 16.4 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either

party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE XVII INSURANCE AND BOND

- 17.1 The MUNICIPALITY shall maintain, at all times, the following minimum levels of Insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below.
- a. Worker's Compensation -- in compliance with State and Federal laws.
 - b. Comprehensive Automobile Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - c. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - I. Premises and Operations; and
 - II. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damages coverages.
- 17.2 The MUNICIPALITY shall provide to the COUNTY original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.
- 17.3 The MUNICIPALITY shall name the COUNTY as an additional insured on all policies related to the project, excluding worker's compensation and professional liability.
- 17.4 All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- 17.5 The MUNICIPALITY's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. Such certificates of insurance provide that there shall be no termination, non-renewal modification or expiration of such coverage without forty-five (45) calendar days prior written notice to the COUNTY. In the event of any failure by the MUNICIPALITY to comply with the provisions; the COUNTY may, at its option, on notice to the MUNICIPALITY suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the MUNICIPALITY's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the MUNICIPALITY shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 17.6 The MUNICIPALITY herein attests and certifies to the COUNTY that during the term, October 1,2010 to September 30, 2011 to the effective date of this agreement, the MUNICIPALITY had all insurance coverages and limits as set forth by the agreement.

17.7 The undersigned person signing as an officer on behalf of the MUNICIPALITY, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said MUNICIPALITY and to bind the same to this Agreement, and, further that said MUNICIPALITY has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF the parties hereto duly execute this Agreement as of the day and year first written above.

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

MUNICIPALITY

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

**APPENDIX A
SCOPE OF SERVICES**

1. The MUNICIPALITY intends to use its FY 2010-11 Community Development Block Grant (CDBG) funds for park improvements at *Aesop's Park, 501 East Caroline Street, Tavares, Florida*. More specifically, the improvements include:
 - Please see Appendix A-1 for Improvements

2. The MUNICIPALITY will oversee implementation of the project with CDBG assistance from the COUNTY as follows:
 - Installation of new playground equipment, park furniture, benches, picnic tables, and vegetable and flower garden.
 - Contract for installation of the site improvements.

It shall be the responsibility of the MUNICIPALITY to ensure that all contracted services shall be procured in such a manner as to encourage free and open competition following statutory procurement practices, and, in all contracts for outside labor, to include compliance with federal labor standards, where applicable, and with other federal requirements. The COUNTY will assist the MUNICIPALITY to ensure that these requirements are met.

2. Implementation of the project shall proceed according to the Schedule on Appendix A, Page 2.

Implementation Schedule

Task	Start	Contract Month												End
		10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	
Restroom closeout	2/11					X								
Improved parking improvements	3/11						X	X						
Order park furniture	4/11							X						
Park furniture placement and installation	5/11								X	X				
Order playground equipment	5/11								X					
Playground equipment installation	6/11									X	X			

3. The MUNICIPALITY shall comply with the following other requirements:

- Prior to rehabilitation/construction, Department of Community Services-CDBG Division staff will review and approve specifications and cost allocations.
- The MUNICIPALITY shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Lake County Community Development Block Grant Funds, or wording to that effect.
- The MUNICIPALITY shall maintain documentation that ensures eligibility and compliance with a National Objective of the CDBG program.
- The Scope of Service may not be changed or modified without prior written approval by the COUNTY.

**APPENDIX B
BUDGET**

The MUNICIPALITY shall adhere to the following budget in carrying out this Agreement. LINE ITEMS MAY NOT BE ADDED to the Budget during the term of this Agreement.

Category	Line Item	CDBG Funds	Other Funding	Total
Salaries & benefits (service delivery or labor costs only)				
Materials & equipment	Playground / Exercise Equipment	\$41,000		\$41,000
	Improved Parking areas	\$5,000		\$5,000
	Park Furniture (picnic tables, grills, etc.)	\$8,000		\$8,000
	Restroom Facility	16,000		16,000
Consultants & professional services				
Other expenses				
Totals		\$70,000		\$70,000

The MUNICIPALITY may request **PRIOR** approval for Budget line item shifts, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted **IN WRITING** by the Lake County Housing Services Division (HSD) as it deems reasonable and necessary for the performance of Services.

APPENDIX C

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: CDBG 2010-11 Aesop's Park
Urban County Partner: Tavares

PAYROLL (Must have authorized timesheets and payroll information:): \$ _____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ _____

EQUIPMENT (Office, etc., along with procurement information:): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds:): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

=====
For CDBG Use Only

ACCOUNT NUMBER (1200.2082220.880809)

SUBJECT TO PROGRAM INCOME ? YES _____ NO _____

REVIEWED BY CDBG STAFF
SIGNATURE / DATE

APPROVED CDBG DIRECTOR
SIGNATURE / DATE

APPROVED HOUSING DIRECTOR
SIGNATURE / DATE

NOTES: _____

VENDOR/INVOICE FORM

Account Number (1200.2082220.880809)
 Project Title **CDBG 2010-11 Aesop's park**

To: Lake County Department of Community Services

From: **Tavares**

Paid Invoices (Period Covered) from _____ To _____

List Invoice #	Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
			TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
 Signature and Title / Date

SPECIAL NOTE: ALL Invoices and Checks listed above must be attached (as well as any Bidding Information and Contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

APPENDIX D
CONSTRUCTION MONTHLY STATUS REPORT

Urban County Partner: *Tavares*

PROJECT: *CDBG 2010-11 Aesop's Park*

ACCOUNT NUMBER: 1200.2082220.880809

REPORT PERIOD _____ THROUGH _____

Activity	Estimated Start Date	Actual Start Date	Estimated Completion Date	Actual Completion Date

Attach narrative documentation for all activities, if applicable.

PROJECT GOALS FOR NEXT REPORTING PERIOD:

Signature: _____ Date: _____

**APPENDIX E
Sample Monitoring Instrument**

Sample Monitoring Instrument for Public Facilities

Construction activities	Yes	No	N/A
Is there a copy of the contract for professional services?			
Are there copies of all plans and specifications?			
Is there a copy of the Davis Bacon Wage Determination?			
Is there verification of the bid opening?			
Is there documentation of the pre-construction conference?			
Are all monthly reports current?			
Have any requests for Budget changes been properly documented/filed?			
Have all invoices submitted contained the required documentation/backup?			
Are partial payment requests verified by site inspections?			
Are "Change Orders" properly documented and processed?			
Have all payroll requests been verified/adjusted properly?			
Is there a final inspection report preceding final payment?			
Have any/all liens against the contractor been released?			

Proposed Budget and Cost Estimate

Category	Line Item	CDBG Funds	Other Funding	Total
Salaries & benefits (service delivery or labor costs only)				
Materials & equipment				
	Playground / Exercise Equipment	\$41,000		\$41,000
	Improved Parking areas	\$5,000		\$5,000
	Park Furniture (picnic tables, grills, etc.)	\$8,000		\$8,000
	Restroom Facility	16,000		16,000
Consultants & professional services				
Other expenses				
Totals		\$70,000		\$70,000

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: FEBRUARY 16, 2011**

AGENDA TAB NO. 9

SUBJECT TITLE: Request Authorization to File Florida Communities Trust (FCT) Grant Application for Funding To Assist in the Purchase of Property for Wooton Park Expansion

OBJECTIVE:

To have City Council authorize the filing of a Florida Communities Trust (FCT) grant application for funding to assist in the purchase of property for Wooton Park expansion.

SUMMARY:

The Florida Communities Trust is a State funded grants program that assists local governments and other not-for-profits in providing matching funds to assist in the purchase of environmentally sensitive lands and preserving these lands for public use.

While funding for the program was extremely limited in the current fiscal year and may be so in the next fiscal year, the State Department of Community Affairs is now accepting new grant applications which will be ranked on a point system and be considered when State funding becomes available in the future. The grant applications are due to the State by February 23, 2011.

Council has previously directed staff to look at alternatives to assist in the funding of the possible purchase of 4 acres of Lake Dora waterfront property adjacent to Wooton Park.

Staff is requesting authorization to file a grant request for 40% of the purchase price of the proposed property. The final price of the property would be determined by independent appraisals after the grant has been awarded. Also, under this program, if the City somehow acquired the property before this grant is awarded, the City could be reimbursed retroactively for 40% of the land purchase price upon award of the grant.

City Economic Development staff has been working with staff from the Trust for Public Land to prepare a grant application to file by February 23, 2011. The Trust for Public Land staff has extensive experience in filing successful grant applications under this program. This would allow for the grant application to be reviewed and ranked among the other competing applications and would then place the City in a position of possibly receiving funds at a future date depending

on the funding approved for the program and the ranking of the City's grant application

OPTIONS:

To approve filing of the Florida Communities Trust grant application to assist in the purchase of property for Wooton Park expansion

To not approve filing of the Florida Communities Trust grant application to assist in the purchase of property for Wooton Park expansion.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the filing of a Florida Communities Trust grant application to assist in the purchase of property for Wooton Park expansion and authorize all necessary signatures required.

FISCAL IMPACT:

The fiscal impact would be dependent on the appraisal price of the property at the time the grant is awarded.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 16, 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 – March 2, 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 – March 11, 2011– 8:30 a.m. Library Conference Room, 314 N. New Hampshire

EVENTS:

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 & Hayfire/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 16, 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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