



**AGENDA
TAVARES CITY COUNCIL**

**July 6, 2011
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

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) June 15, 2011 Regular City Council Meeting Mayor Wolfe

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) 2011 Election Proclamation Mayor Wolfe

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS Nancy Barnett

VIII. CONSENT AGENDA

Tab 3) Approval of Interlocal Agreement with Lake County Library System Tammey Rogers

Tab 4) Proposal to Purchase Playground & Exercise Equipment for Aesop's Park Tammey Rogers

Tab 5) Agreement with USSI for Assessment of Imperial Terrace Sewer Lines & Sewer System – Phase 3 Brad Hayes

IX. ORDINANCES – First Reading

SECOND READING

X. RESOLUTIONS

XI. GENERAL GOVERNMENT

Tab 6) Request for Approval of Windmill Feasibility Study	Brad Hayes
Tab 7) Request for Lien Reduction for 109 Jean Street	Nancy Barnett
Tab 8) Request to Postpone Building Permit Fees for the “Big House” – 1544 Lane Park Cutoff	Jacques Skutt
Tab 9) Discussion on Lake Building Property	Jacques Skutt
Tab 10) Discussion on Permitting Internet Café Casino Businesses	Mayor Wolfe

XII. OLD BUSINESS

XIII. NEW BUSINESS

XV. AUDIENCE TO BE HEARD

XVI. REPORTS

Tab 11) City Administrator	John Drury
Tab 12) 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 incorporated 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.

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.

ex parte communications – Direct or indirect communication on the substance of a pending matter without the knowledge, presence, or consent of all parties involved in the matter.

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.

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

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

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

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

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

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

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

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

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CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JUNE 15, 2011
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

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

Lori Pfister Councilmember

STAFF PRESENT

John Drury, City Administrator
Lori Houghton, Finance Director
Kaely Smith Frye, City Attorney
Nancy Barnett, City Clerk
Lt. David Myers, Police Department
Jacques Skutt, Director of Community Development
Chief Richard Keith, Fire Department
Chris Thompson, Public Works Director
Joyce Ross, Communications Director

I. CALL TO ORDER

Mayor Wolfe called the meeting to order.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. APPROVAL OF AGENDA

Mr. Drury requested to add Tab 3A – Resolution #2011-16 – Amendment of Bond Resolution for the Osprey Lodge Project.

MOTION

1 **Bob Grenier moved to approve the agenda, seconded by Kirby Smith. The motion**
2 **carried unanimously 4-0.**

3
4 **IV. APPROVAL OF MINUTES**

5
6 **MOTION**

7
8 **Kirby Smith moved to approve the minutes of May 18, 2011 as submitted,**
9 **seconded by Bob Grenier. The motion carried unanimously 4-0.**

10
11 **Kirby Smith moved to approve the minutes of June 1, 2011 as submitted, seconded**
12 **by Bob Grenier. The motion carried unanimously 4-0.**

13
14 **V. PROCLAMATIONS/PRESENTATIONS**

15
16 **VI) SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE**
17 **CONTACTS**

18
19 **Attorney Smith Frye stated there were no quasi-judicial matters on the agenda.**

20
21 **VII) READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

22
23 **Ms. Barnett read the following resolutions by title only:**

24
25 **RESOLUTION 2011-14**

26
27 **A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, RELATING TO**
28 **THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS;**
29 **AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN**
30 **AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING**
31 **AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCE;**
32 **PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE**
33 **DATE.**

34
35 **RESOLUTION NO. 2011-16**

36
37 **A RESOLUTION OF THE CITY OF TAVARES, FLORIDA AMENDING**
38 **CITY RESOLUTION NO. 2011-12 BY INCREASING THE AUTHORIZED**
39 **AMOUNT OF CITY OF TAVARES, FLORIDA FIRST MORTGAGE**
40 **REVENUE BONDS, SERIES 2011A (OSPREY LODGE AT LAKEVIEW**
CREST); AND PROVIDING AN EFFECTIVE DATE.

41 **VIII) CONSENT AGENDA**

1
2 Mayor Wolfe asked if anyone in the audience had objections to any item on the Consent
3 Agenda. He asked if Council wished to pull any item.

4
5 **MOTION**

6
7 **Bob Grenier moved to approve the Consent Agenda Item 2 – Renewal of**
8 **Agreement with Lake County for Use of 70 Acres on Frankie’s Road by Animal**
9 **Control, seconded by Kirby Smith. The motion carried unanimously 4-0.**

10
11 **IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING**

12
13 **Tab 3) Resolution #2011-14 – Approval of Application for State Revolving Fund**
14 **Loan for Water Facility Construction – Reclaimed Water Project Phases 2 and 3**

15
16 Ms. Houghton stated this resolution will allow the application to the FDEP under the State
17 Revolving Loan Fund program to be submitted for the amount of \$3,247,200 for Phases 2
18 and 3 of the project. This includes treatment of effluent for phosphorous removal and an
19 administrative staff and training facility. Pledge revenues for the entire project will be
20 through a Reclaimed Water Enterprise Fund program which will be secured by the
21 operating revenues of the city’s water and sewer system and any future pledge revenues.

22
23 Mayor Wolfe asked if Council had questions and if anyone in the audience wished to
24 speak.

25
26 **MOTION**

27
28 **Sandy Gamble moved to approve Resolution #2011-14, seconded by Bob Grenier.**
29 **The motion carried unanimously 4-0.**

30
31 **Tab 7) Resolution #2011-16 – Amendment to Bond Resolution for the Osprey**
32 **Lodge Project**

33
34 Mr. Neron noted that on June 1st Council had approved Resolution #2011-12 authorizing
35 the sale of \$15.3 million dollars of tax exempt conduit bonds to fund a portion of the
36 Osprey Lodge Assisted Living Project. Subsequently the bonds have been offered for
37 sale and in the process they have been selling for approximately 98% of par value that is
38 a discount of 2%. When the \$15.3 million bonds are fully sold the project proceeds which
39 would be 2% less than the funds needed for the project cost. In order to make up the 2%
40 deficit and keep the same amount of net funds available for construction, the total amount
41 of the bonds to be sold needs to be increased from \$15.3 million to \$16 million dollars.
42 This resolution accomplishes this purpose. The resolution has been approved by the City
43 Attorney and Bond Counsel.

1
2 **MOTION**

3
4 **Bob Grenier moved to approve Resolution #2011-16, seconded by Kirby Smith. The**
5 **motion carried unanimously 4-0.**

6
7 **X. GENERAL GOVERNMENT**

8
9 **Tab 4) Florida Retirement Contribution Adjustment**

10
11 Mr. Drury stated the purpose of the item is to seek Council's approval on providing take
12 home pay equity adjustments for the group of city employees affected by the State
13 mid year changes to the Florida Retirement System. Mr. Drury discussed the four
14 different retirement plants that exist in the City and made two corrections to his agenda
15 summary: under the Fire Pension Plan the age is 52 for retirement not 50, and there is no
16 cost of living adjustment.

17
18 He noted the State had passed a new law in May of 2011 that calls for any employee in
19 the Florida Retirement System to contribute 3% towards this plan and then to lower the
20 city's contribution by that same 3%. In addition, the state eliminated cost of living
21 adjustments to the plan further lowering the employer's contribution. The contribution
22 from the city will now go down to 6% of their pay and the employee will contribute 3%.
23 The net effect is that those city employees who are in this plan (64% of the employees)
24 will have their take home pay reduced by 3% on July 1st. In an effort to maintain
25 employee equity among the employees, Mr. Drury recommended that the city increase
26 the base pay for those employees by 3%. He noted that although he is a member of the
27 Florida Retirement System, he recommended that he not be included in this adjustment.
28 He discussed the net savings to the City under this option.

29
30 Mayor Wolfe asked if there was comment from the audience.

31
32 Councilmember Grenier said he supported Option 1.

33
34 **MOTION**

35
36 **Bob Grenier moved to approve Option 1- Increase the employees' pay who are in**
37 **Plan 4 (Florida Retirement System) by 3% on July 1 (excluding the City**
38 **Administrator) so that the result in take-home pay remains the same for all**
39 **employees, seconded by Sandy Gamble.**

40
41 Councilmember Smith said he supported the 3% increase after review of employee
42 salaries provided by Ms. Tucker. He said after doing his own research he felt that the
43 reduction would mean a disparity in pay and he did not want to lose good employees.

1
2 Councilmember Gamble noted that the city will only be contributing 6% next year and it
3 will not negatively affect the budget.

4
5 **The motion carried unanimously 4-0.**

6
7 **Tab 5) Approval to Develop Ordinance to Lien Delinquent Utility Accounts**

8
9 Ms. Houghton stated this was a request to develop an ordinance that would allow for
10 liens upon real property for unpaid utility accounts. Ms. Houghton said the city currently
11 has three different customer types: tenant/lease occupied, owner occupied, and owner
12 vacant. In each case there is a requirement for a utility deposit when the account is
13 opened. As of 2009 all account types incur a monthly base charge and when the
14 residence or building is unoccupied by owner or tenant the owner is billed the base
15 charge. When a customer is delinquent, the city may provide a payment plan for active
16 accounts or refer closed and uncollected accounts to a collection agency. Generally the
17 accounts that are referred are tenant occupied. With the implementation of base charges
18 each property owner or tenant receives a monthly bill which includes the monthly base
19 charge. Due to the economic conditions in the past three years the city has experienced
20 an increase in the number of uncollectable accounts due to an increased number of
21 foreclosures and bankruptcy cases. Without a lien attached to the property the city is
22 unable to collect amounts owed when the bankruptcy case is filed.

23
24 Mayor Wolfe said he was in favor of directing staff to prepare a draft ordinance.
25 Councilmember Grenier said he agreed. Councilmember Gamble said he was in
26 between. He asked how much it costs to have the water meter removed.

27
28 Ms. Houghton said under the rate ordinance, the city began charging base charges for
29 any property that has a structure and has a water line or water service and unless the
30 structure is removed or is vacant and uninhabitable, there is no allowance for removal of
31 the meter.

32
33 Councilmember Gamble said he did not want to try to take over property through this
34 program.

35
36 Mr. Drury noted the position of the city is to collect equitably for services provided and a
37 house that is vacant is still being provided a water infrastructure system. He said
38 although there is empathy for people going through difficulties it would be hard to choose
39 between the various services that the city provides.

40
41 Councilmember Gamble asked how much does it cost to remove the meter so that the
42 base rate does not continue to go up. Mr. Drury said if council wished to change the

1 ordinance on meter removal, the cost is around \$400 including removal, installation and
2 backflow device.

3 Mr. Drury clarified that if Council agrees with the lien process and the lien is ignored it
4 could end up in foreclosure. He noted that most people settle the lien upon sale of the
5 property and that a check for \$13,000 was received today for a lien reduction request that
6 was heard by Council two weeks ago. Ms. Houghton stated the city will continue to work
7 with the customers and provide assistance.

8
9 Councilmember Smith clarified that if the property was leased, the homeowner would not
10 be responsible for the utilities.

11
12 Councilmember Gamble stated he is concerned about people on fixed incomes and
13 wanted to ensure that the city is communicating with them before the water is turned off.

14
15 Vice Mayor Grenier reiterated that he wished to clarify this is a request to have an
16 ordinance drafted that would come back to Council.

17
18 **MOTION**

19
20 **Bob Grenier moved for option 1, to direct staff to develop a draft ordinance**
21 **providing for property liens for uncollectable utility charges and fees of property**
22 **owners, seconded by Kirby Smith. The motion carried unanimously 4-0.**

23
24 **Tab 12) Appointments to the Planning & Zoning Board, Library Board and the**
25 **Community Redevelopment Advisory Committee**

26
27 Planning & Zoning Board

28
29 Mayor Wolfe recommended the re-appointment of James Gardner and Norman Hope
30 and the appointment of Gary Santoro to the Planning and Zoning Board for the next three
31 years.

32
33 **MOTION**

34
35 **Kirby Smith moved to approve the mayor's appointments to the Planning and**
36 **Zoning Board, seconded by Bob Grenier. The motion carried unanimously 4-0.**

37
38 Library Board

39
40 Mayor Wolfe recommended the reappointment of Linda Clutts, Doris Ragan, Robert
41 Sheppard and Martha Wilkins to the Library Board for a two year term.

42
43 **MOTION**

1
2 **Sandy Gamble moved to approve the Mayor’s appointments to the Library Board,**
3 **seconded by Kirby Smith. The motion carried unanimously 4-0.**

4
5 Community Redevelopment Advisory Committee

6
7 Mayor Wolfe stated that this committee was developed to help advise the Community
8 Redevelopment Area (City Council) on the Master Plan which has been instituted. He
9 commented that the Committee has done an outstanding job. He said since the
10 Committee was created, there have been other business groups formed in the
11 community who have input such as the Tavares Chamber and he noted the citizens have
12 input through the City Council. He said therefore he wished to recommend dissolving the
13 Community Redevelopment Area Advisory Committee as he did not feel it was needed
14 now that the Master Plan has been implemented and the City is moving forward.

15
16 Councilmember Smith asked Mayor Wolfe if he had spoken to the downtown businesses
17 and if they felt things were proceeding smoothly. Mayor Wolfe said the business group
18 holds monthly meetings and has expanded their focus to the entire city.

19
20 Councilmember Gamble said he was on Council when the CRAAC was first established
21 and he liked the Committee because it provided the ability to have fact finding done on
22 behalf of the residents to present to the Council.

23
24 MOTION

25
26 **Kirby Smith moved to approve the Mayor’s recommendation to dissolve the**
27 **Community Redevelopment Area Advisory Committee, seconded by Bob Grenier.**
28 **The motion carried 3-1 as follows:**

29
30 **Robert Wolfe** **Yes**
31 **Kirby Smith** **Yes**
32 **Bob Grenier** **Yes**
33 **Sandy Gamble** **No**

34
35
36 Tab 7) Approval of Agreement for Boat Tour Operator

37
38 Mr. Neron noted that Regency Leisure Services has recently been sold to Tudor Barratt
39 Scanes, LLC. The new owners have expressed an interest to continue to provide boat
40 tour services under the same terms and conditions as the previous agreement. The
41 proposed agreement mirrors the previous agreement.

42
43 MOTION

1
2 **Sandy Gamble moved to approve the contract provided [in the agenda] with Mr.**
3 **Barratt -Scanes, LLC, seconded by Bob Grenier. The motion carried unanimously**
4 **4-0.**

5
6 **Tab 8) Approval of Tourist Train in Wooton Park and Authorization to Negotiate**
7 **Agreement with Reader Railroad**

8
9 Mr. Neron said that in December of 2009 City Council approved an agreement with
10 Florida Rail Adventures for non-exclusive use of the train platform at Wooton Park. This
11 company has ceased to operate tourist train operations. In the meantime staff has been
12 in discussions with Richard Grigsby the owner of Reader Railroad in Arkansas to bring
13 one of his two steam engines and passenger cars to Tavares to begin a tourist train
14 services. He said he and the City Attorney met with the owner and have outlined the
15 major points of a proposed contract. He said at the time the plan was to begin operations
16 by July 4th, however, they have since indicated they will not be able to meet that date but
17 want to proceed as quickly as possible. The city will lease a small portion of land at the
18 Caroline Street plant so they can construct a railroad spur and a building on which they
19 could house the steam engine (1907 engine) and keep it out of the weather. All expenses
20 for any construction and the train tracks would be at their expense. The city will also
21 provide a non-exclusive use of the train platform. The Ghost Tour will also operate there
22 and the two businesses will be able to compliment one another. It will require the
23 installation of a metered water source in the area of Wooton Park to provide water to the
24 steam train which will be done at their expense. Staff is recommending an initial term of
25 five years with a \$100 per year lease for the first three years with some type of an
26 adjusted rate thereafter. Insurance requirements would be as specified by the Risk
27 Manager.

28
29 Mayor Wolfe questioned the \$100 a year lease rather than a monthly lease. Mr. Drury
30 noted the company is making a capital investment by installing infrastructure that the city
31 will own permanently. He said they will be the first tenant of the Rail Village. He said in
32 addition within three years the rent can be increased to reflect more of the market value
33 after they have amortized their investment. Mayor Wolfe asked if the structure would be a
34 pole barn. Mr. Neron said he believed it would be more substantial and it would have to
35 be approved by the city Building Department.

36
37 Councilmember Smith said there is no mention of the operator building the structure with
38 their own capital funds. Mr. Neron said that will be included in the contract.
39 Councilmember Smith said he just wanted clarification that the city will not be responsible
40 to construct buildings. He said he would also like to see in the contract a stipulation that
41 the train operator will not stop and obstruct Alfred Street when the Alfred Street gates are
42 down for an extended period of time. Mr. Neron said there will be language included to
43 that effect.

1
2 Mayor Wolfe asked if the audience wished to comment.

3
4 Jerry Wosika, 544 Reserve Drive

5
6 Mr. Wosika said he supported having a tourist train. He asked about the following points:

- 7
8
- 9 • Where will the combustible material come from that will fuel the train and where
 - 10 will it be stored.
 - 11 • If electricity is provided on the platform can their use of the electricity be included
 - 12 in the contract.
 - 13 • Is the lease on the building or the platform
 - 14 • Will parking be a concern
 - 15 • Can the city get a percentage of ticket sales
 - 16 • What are the projected routes

17 **MOTION**

18
19 **Kirby Smith moved to approve the conceptual agreement with Reader Railroad and**
20 **direct the City Attorney to draft the agreement per the detailed points outlined and**
21 **authorized the City Administrator to execute the agreement once prepared,**
22 **seconded by Sandy Gamble.**

23
24 Vice Mayor Grenier asked for clarification that the agreement will not be coming back to
25 City Council. Discussion followed. Councilmember Smith said he believed that all the
26 issues would be addressed.

27
28 **The motion carried 4-0 unanimously.**

29
30 **XI. OLD BUSINESS**

31
32 **XII. NEW BUSINESS**

33
34 **XIII. AUDIENCE TO BE HEARD**

35
36 Betty Burleigh

37
38 Ms. Burleigh commented on not being able to hear Council speak clearly. She noted at
39 the [high school] graduation the Boys Scouts were selling water and that next year she
40 would like to see them sell Tavares water.

41
42 **XV. REPORTS**

43

1 **Tab 12) City Administrator**

2
3 Mr. Drury stated he would be leaving to attend the Board meeting of the Tourist
4 Development Board Council shortly after this meeting and everyone was welcome to join
5 him. He said Councilmember Pfister was in attendance at that meeting.

6
7 **Attorney Williams**

8
9 **Finance Director**

10
11 **Fire Chief**

12
13 **Chief Lubins**

14
15 **Communications Director**

16
17 Ms. Ross stated there is a press conference scheduled for tomorrow morning to
18 commemorate the purchase of the Gateway property for the public safety complex.

19
20 **City Clerk**

21
22 Ms. Barnett said she had just returned from her annual City Clerk conference and had
23 heard a lot of positive comments about Tavares from other clerks in attendance.

24
25 **Economic Development Director**

26
27 Mr. Neron noted there is a 17 passenger seaplane currently docked at the Seaplane
28 Base from South America.

29
30 **Utility Director**

31
32 **Community Services Director**

33
34 **Tab 14) City Council**

35
36 **Councilmember Pfister**

37
38 **Councilmember Gamble**

- 39
40
 - Thanked Mr. Thompson for installing the outlet at the dias for his computer
 - Noted this weekend is the All-Stars Babe Ruth Tournament at Ocala

41
42
43 **Vice Mayor Grenier**

- 1
2 • Noted he had observed the Public Works staff working near his home and he
3 wanted to be sure they would stay hydrated
4 • Commented that on this date in 1752, Ben Franklin put his kite in the air and
5 discovered electricity
6 • Stated that this Friday, he will be taping a salute to Lake County Veterans for Lake
7 Front T.V. with Rick Reed
8

9 **Councilmember Smith**

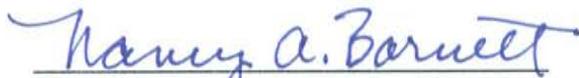
- 10
11 • Thanked Ms. Tucker for the salary information which was very helpful
12 • Asked for an update on the Lake building. Mr. Drury stated the owner has until
13 June 18th to provide a plan
14

15 **Mayor Wolfe**

16
17 **Adjournment**

18
19 There was no further business and the meeting was adjourned at 5:03 p.m.
20

21 Respectfully submitted,
22

23 
24 Nancy A. Barnett, C.M.C., City Clerk
25

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

**AGENDA TAB NO. 2
SUBJECT TITLE: 2011 Election Proclamation**

OBJECTIVE:

The Mayor will read the 2011 Election proclamation.

SUMMARY:

See attached.

OPTIONS:

N/A

STAFF RECOMMENDATION:

Mayor to read the election proclamation.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.



PROCLAMATION

BY ORDER OF THE MAYOR OF THE CITY OF TAVARES

NOTICE OF ELECTION

The 2011 City Election will be held on Tuesday, November 8, 2011 in the City Hall Council Chambers, First United Methodist Church, Lake County Agricultural Center, Lake Frances Estates Clubhouse, Tavares Masonic Lodge Building, Imperial Terrace Clubhouse East, Royal Harbor Social Hall, and Haines Creek Baptist Church for the purpose of electing two non-partisan Councilmembers to serve at large for two year terms of office.

NOTICE IS HEREBY GIVEN that the registration for Lake County is now open for registration of all qualified voters of the City of Tavares at the office of the Supervisor of Elections for Lake County in the Administrative Building, 315 W. Main Street, Tavares, Florida, during the hours of 8:00 a.m. to 5:00 p.m.

Registration of electors of the City of Tavares who have registered on or prior to October 10, 2011 will be processed for voting at the City Election to be held on the 8th day of November, 2011.

Persons who wish to be qualified as a candidate for City Council, must submit a petition signed by at least twenty-five (25) qualified electors of the City of Tavares, along with other required documents, to the City Clerk by 12:00 noon, at City Hall on or before the 15th day of August, 2011.

Dated this 6th day of July, 2011.

Robert Wolfe, Mayor
City of Tavares

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

AGENDA TAB NO. 3

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

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

Summary:

The City of Tavares has enjoyed a strong working relationship with Lake County government for the provision of library services for several years now. Based on a prescribed formula, it is anticipated that the City of Tavares will receive funding support in Fiscal Year 2011/2012 in the amount of \$107,179, unless there is a decrease in circulation.

By way of history, the "Member" Library Directors approved the extension on March 31, 2011 and on June 16, 2011, the Lake County Library System Advisory Board voted to recommend the two-year extension to the Board of County Commissioners.

Without this extension, the existing agreement will expire on September 30, 2011.

OPTIONS:

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

STAFF RECOMMENDATION:

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

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency



June 24, 2011

John Drury, City Administrator
City of Tavares
P. O. Box 1068
Tavares, FL 32778-1068

Dear Mr. Drury:

Enclosed are two originals of an interlocal agreement between Lake County and your municipality relating to the provision of library services for the period from October 1, 2011, through September 30, 2013. Please ensure that this document is presented to your governing body for approval at the earliest opportunity. The approved documents from the governing bodies of all of our member libraries will be presented to the Lake County Board of County Commissioners at the regular meeting September 20, 2011.

The new agreement was approved by the member library directors May 26, 2011, and by the Lake County Library Advisory Board June 16, 2011. There are few changes between this agreement and the current agreement, except for Section 13, which details the formula that will be used for distributing county funds to the member libraries. The changes to the formula are designed to reflect the severe reduction in revenue from property taxes and to ensure that all member libraries are treated the same way.

Thank you for your continued support and participation in Lake County Library System. Because of this partnership, we are providing the best library services possible to all the residents of Lake County. If you have any questions, please contact me at 352-253-6168 or tmerchant@lakeline.lib.fl.us.

Sincerely,

Thomas L. Merchant
Library Services Director

cc: Jennifer Hill, Chair, Lake County Board of County Commissioners
Welton G. Cadwell, Commissioner, District 5, and Library Liaison
Wendy R. Breeden, Public Resources Director
Sanford A. Minkoff, County Attorney
Beth Sindler, Director, Tavares Public Library

P.O. BOX 7800 • 2401 WOODLEA ROAD, TAVARES, FL 32778 • P 352.253.6180 • F 352.253.6184
Board of County Commissioners • www.mylakelibrary.org

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

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

WITNESSETH:

WHEREAS, COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library service, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes

COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and MUNICIPALITY enter into this agreement for the purpose of providing unified library service without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose COUNTY and MUNICIPALITY endorse the *State Aid to Libraries Program* over-arching goal to assist local governments in maintaining and developing vital library services, and specifically to:

A. Provide equal access to free public library service to all residents of the service areas of the participating governments.

B. Coordinate library service throughout the service areas.

C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the service area.

2. DEFINITIONS:

A. "Annual plan of service", according to *State Aid to Libraries Guidelines*, means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. "Governing body" shall mean the Lake County Board of County Commissioners.

C. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and *Lake County Code, Chapter 12, Article III*.

D. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive

of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

E. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through interlocal agreement.

F. "Participating Library or Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

G. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports.

H. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration*.

I. "Service area" shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

J. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual employed or designated by the Lake County Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

K. "Single library administrative unit" means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida Statutes*, that is designated by a county to be responsible for managing or coordinating free library service to its residents.

L. "State Aid to Libraries Grants Program", according to *State Aid to Libraries Guidelines*, means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for

eligible library entities.

M. “*State Aid to Libraries Guidelines*”, means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

N. “Total Circulation” for the purposes of this Interlocal agreement shall mean the sum of all items circulated by MUNICIPALITY to library patrons and all items circulated by MUNICIPALITY to another Lake County Library System library in a fiscal year.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2011, and ending on September 30, 2013, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party to this Agreement may terminate the Agreement by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Lake County Board of County Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Lake County Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and program of the Lake County Library System. According to *State Aid to Libraries Guidelines*, this involves policy-making, planning, budgeting, and employing the single administrative head of the library system, and entering into contracts on behalf of the library system.

7. LAKE COUNTY LIBRARY ADVISORY BOARD:

A. There shall be a Lake County Library Advisory Board, whose responsibilities shall be to:

- (1) Study and make recommendation to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This

shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.

(2) Make recommendations regarding COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members, one (1) from each commission district shall be appointed. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of County Commissioners shall not be bound by such recommendations. In addition, each city with a participating library within the Lake County Library System shall have one (1) member on the Lake County Library Advisory Board. Each city council shall designate the member from its municipality and such member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the member for whom they are the alternate. Either the appointed board member or the alternate member may attend library advisory board meetings and each has voting authority. However, if the board member and the alternate are both present at a library advisory board meeting, only the appointed board member shall have voting authority; not the alternate member.

An appointment to fill any vacancy on the library advisory board shall be for the remainder of the unexpired term of office. If any member fails to attend three (3) consecutive regular meetings, the library advisory board shall recommend that the Board of County Commissioners or the appointing municipality declare that member's office vacant. The Board of County Commissioners or the appointing municipality shall fill such vacancy as set forth herein.

The subsequent addition of a participating library shall result in the addition of one seat on the Lake County Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Lake County Library Advisory Board are further described in *Lake County Code, Chapter 12, Article III*.

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by COUNTY for and placed in the participating library from MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.

(2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for MUNICIPALITY, with a value less than \$1,000.00 at the time of purchase, except for those described in Section 8. B.

(3) All items purchased using MUNICIPALITY's local funds.

(4) All items purchased by MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in separate agreement.

B. COUNTY shall own:

(1) Items purchased by COUNTY, using COUNTY, state, or federal funds, as a part of COUNTY's networked library computer and telecommunications systems, regardless of item location or placement. Items shall include, but may not be limited to, hardware, software, and licenses. Any exceptions to this rule shall be documented in writing to the Clerk of Courts Property Records and the participating library.

(2) Equipment purchased from federal LSCA and LSTA grant funds administered by the COUNTY with a value in excess of \$1,000.00 at the time of purchase.

(3) All items purchased for the single administrative unit using COUNTY's local funds, or State Aid Operating and federal grant funds.

(4) All items purchased by COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

MUNICIPALITY and COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditure from MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditure from COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the entity to which they were given.

D. MUNICIPALITY's library facility shall remain the property of MUNICIPALITY, and COUNTY's facilities shall remain the property of COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity; and maintenance, modification, sale or lease of the real property shall be the responsibility of the owning entity.

E. All paid staff of the MUNICIPALITY's participating library shall remain employees of MUNICIPALITY, and all paid COUNTY library staff shall remain employees of COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. The single administrative head shall be hired by the Lake County Board of County Commissioners according to established COUNTY policies and procedures and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after obtaining the degree, in a public library unit open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines* the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through interlocal or other agreements;

- (1) Development of a single long range plan for all library outlets;
- (2) Development of a single annual plan of service;
- (3) Development of a Lake County Library System budget;
- (4) Implementation of the long range plan, an annual plan of service and the budget;
- (5) Preparing reports on behalf of the library system; and
- (6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

- (1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;
- (2) A current annual plan of service adopted by the library system's governing body that includes the goals, objectives, and activities that will be supported for the application year; and
- (3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long range plan for the operation and development of county wide library service. The long range plan shall be developed in cooperation with the Lake County Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Lake County Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Lake County Board of County Commissioners shall adopt the

long range plan at a public hearing. Prior to adopting the long range plan, the Lake County Advisory Board shall review and make recommendations to the Lake County Board of County Commissioners. The Board of County Commissioners shall consider these recommendations, but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, the governing bodies of the participating libraries, and the Lake County Library Advisory Board. In adopting the annual plan of service, the Lake County Board of County Commissioners shall consider the recommendations of the Lake County Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by MUNICIPALITY, MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Lake County Board of County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building or library quarters.

E. In accordance with *State Aid to Libraries Guidelines*, COUNTY and MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of COUNTY's audit by COUNTY.

MUNICIPALITY shall provide a copy of its audit for each fiscal year to COUNTY and the single administrative head within thirty (30) days following acceptance of

MUNICIPALITY's audit by MUNICIPALITY. By August 1 of each year, MUNICIPALITY shall submit to COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. COUNTY shall allocate a base amount of fifteen thousand dollars (\$15,000) per year to MUNICIPALITY to assist with funding of programs and services at its participating library. In addition, COUNTY shall distribute to MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

a: Total amount appropriated to MUNICIPALITY

b: Base amount

c: MUNICIPALITY's percent of all member libraries' total circulation for fiscal year prior to previous fiscal year

d: Total Appropriation to all member libraries for current fiscal year

e. Number of member libraries

$$a = b + c * [d - (b * e)]$$

B. In consideration of these allocations MUNICIPALITY:

(1) Shall provide library services to all residents of the COUNTY;

(2) Shall use COUNTY funds to enhance current library services provided by its participating library;

(3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;

(4) Shall not use COUNTY funds for the purchase or construction of a library building.

(5) Shall enter and maintain accurate patron records on the participating library's patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in paragraph 13A may be changed only upon the unanimous approval of all of the participating libraries' governing bodies and the Lake County Board of County Commissioners.

D. COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

14. CENTRALIZED SERVICES:

COUNTY shall provide the following centralized services to MUNICIPALITY's participating library:

A. Courier service to route materials and equipment among libraries;

B. Interlibrary and Intralibrary loan services including processing, tracking, reporting, and shipping;

C. Excluding the Leesburg Public Library, centralized cataloging of library materials and maintenance of the bibliographic database;

D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;

E. Networked telecommunications and computer systems services as described in Section 15. Networked Systems;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to online reference databases;

G. Coordination of youth programming and literacy services.

15. NETWORKED SYSTEMS:

A. COUNTY shall, through the Lake County Library System, provide and maintain networked library automation and telecommunications systems that will improve service to patrons and efficiency of staff. COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan, technology plan and annual plan of service, and based on availability of funds.

B. COUNTY shall pay maintenance costs for all equipment attached to COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY.

C. COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of systems needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System Web Pages, development of participating library Web Pages upon request, maintenance of staff e-mail accounts, acting as liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during normal working hours and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by COUNTY to MUNICIPALITY at no cost to MUNICIPALITY except as specified below:

(1) Should MUNICIPALITY choose to expand COUNTY's networked systems at its participating library to levels exceeding those provided by COUNTY, MUNICIPALITY shall reserve the right to do so, at its own expense, in consultation with the single administrative head, and provided said expansion meets COUNTY specifications and shall in no way be in conflict with any contracts the COUNTY may have entered into with a vendor. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of COUNTY. MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non- COUNTY owned

equipment. COUNTY may provide technical support where feasible.

(2) MUNICIPALITY shall, at its own expense, provide proper electrical and data wiring of its participating library facility, according to specifications provided by COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid with State Aid funds, if available, at the discretion of COUNTY, by COUNTY.

(3) MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.

(4) MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by COUNTY to MUNICIPALITY at no charge. COUNTY may choose to provide other automation supply items to MUNICIPALITY at no charge.

E. MUNICIPALITY shall participate in the centralized cataloging program to ensure the integrity of the combined bibliographic database.

F. Neither MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by COUNTY or a vendor authorized or recommended by COUNTY.

G. Should COUNTY cancel this agreement for any reason other than MUNICIPALITY's failure to comply with the terms of this Agreement, COUNTY, at its own expense and at request of MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should MUNICIPALITY not request continuation of COUNTY's

networked systems; COUNTY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual agreement between MUNICIPALITY and COUNTY, COUNTY may continue to operate and maintain networked systems for MUNICIPALITY's participating library beyond the two (2) year period.

H. Should MUNICIPALITY cancel this Agreement for any reason other than COUNTY's failure to comply with the terms of this Agreement, MUNICIPALITY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library. MUNICIPALITY shall also be responsible for all cost associated with obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. COUNTY shall be obligated, at MUNICIPALITY's request to continue operation and maintenance of COUNTY's networked systems for a period of up to one (1) year and MUNICIPALITY shall be obligated to pay associated operating and maintenance costs. Upon mutual agreement between MUNICIPALITY and COUNTY, COUNTY may continue to operate and maintain networked systems for MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay associated operating and maintenance costs for the one (1) year period. Should MUNICIPALITY not request continuation of COUNTY's networked systems, the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including the costs of obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

MUNICIPALITY and its participating library shall submit by deadlines established through Agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop for recommendation system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Lake County Library Advisory Board, the governing bodies of the participating libraries, and the Lake County Board of County Commissioners.

B. The Lake County Library Advisory Board shall recommend system wide library policies to the Lake County Board of County Commissioners upon a two thirds majority vote of its members. MUNICIPALITY's representative shall represent MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Lake County Board of County Commissioners shall consider the recommendations of the Lake County Library Advisory Board, but shall not be bound thereby. System Wide policies shall be transmitted to all member library governing bodies at least thirty (30) days before consideration by the Lake County Board of County Commissioners.

C. COUNTY and MUNICIPALITY shall abide by system wide policies.

18. RECIPROCAL BORROWING:

Previously MUNICIPALITY and COUNTY have entered into agreements authorizing reciprocal borrowing with Orange, Osceola, Seminole, Volusia, Polk and Marion Counties, and with Lake-Sumter Community College. Additional reciprocal borrowing agreements may be entered into by County on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all Participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. COUNTY and MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. COUNTY shall make its best effort not to use State Aid Operating grant funds as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, MUNICIPALITY agrees to indemnify and hold COUNTY harmless, and COUNTY agrees to indemnify and hold MUNICIPALITY harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which MUNICIPALITY and COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

The full execution of this Agreement shall obligate COUNTY and MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity.

21. INSURANCE:

COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover COUNTY's buildings, contents, vehicles, networked systems, workers compensation, general liability, and any other insurance required by law.

MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover MUNICIPALITY's participating library including buildings, contents, equipment owned by MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION:

In the event that any dispute arises between MUNICIPALITY and COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse through the courts system.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein

shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

MUNICIPALITY

City Administrator
201 East Main Street
P.O. Box 1068
Tavares, FL 32778-1068

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions. This agreement contains the following exhibits:

Attachment A Certification of Local Operating Expenditures

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2011 and MUNICIPALITY, duly authorized to execute same by action on the _____ day of _____, 2011.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

Jennifer Hill, Chair

This ____ day of _____, 2011.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County and City of Tavares for Provision of Library Services

MUNICIPALITY

ATTEST:

Nancy Barnett, City Clerk

John Drury, City Administrator

This _____ day of _____, 2011.

ATTACHMENT A
CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____

The _____,
(name of library governing body)

governing body for the _____,
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, _____, and ending September 30, _____ for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:

(check one)

___ does include funds received from the Lake County Board of County Commissioners.

___ does not include funds received from the Lake County Board of County Commissioners.

(check one)

___ has been audited by an external auditor.

___ has been reviewed by an independent auditor.

___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:

(check one)

___ has been provided to the Lake County Board of County Commissioners.

___ is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, _____ and September 30, _____.

\$ _____

Signature

Chief Financial Officer

Date

Please type name and official title here:

This certification is to be completed and mailed by August 1, _____ to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

AGENDA TAB NO. 4

SUBJECT TITLE: Method of Purchasing Playground and Exercise Equipment at Aesop's Park

OBJECTIVE: To obtain Council approval to utilize ("piggyback") method of purchasing from the Palm Beach County, Florida, Request for Proposal (RFP) #10-72PR, "Playground Park Equipment, Parts, and Installation" for the purchase of playground and exercise equipment at Aesop's Park in the amount of \$55,173.06..

SUMMARY: In the continued development of Aesop's Park, the final phase of the project is to purchase and install playground and exercise equipment. Through the financial assistance of the Community Development Block Grant (CDBG) program, these purchases will be fully funded with no expense to the City of Tavares.

Under a "piggyback" agreement for the purchase of playground park equipment, parts and installation, facilitated by Palm Beach County, RFP #10-72PR, the City of Tavares desires to purchase the following:

- Playground structure and installation: \$38,586.46
- ENERGI exercise equipment and installation: \$16,586.60
- TOTAL PURCHASE (CDBG funded and approved) \$55,173.06

OPTIONS:

- 1) Approve utilizing Palm Beach County, Florida, agreement under their RFP #10-72PR, "Playground Park Equipment, Parts, and Installation"
- 2) Do **not** approve utilizing Palm Beach County, Florida, agreement under their RFP #10-72PR, "Playground Park Equipment, Parts, and Installation."

STAFF RECOMMENDATION:

Move to approve utilizing Palm Beach County, Florida, agreement under their RFP #10-72PR, "Playground Park Equipment, Parks, and Installation."

FISCAL IMPACT: This purchase will be fully funded through the CDBG program and has met purchasing approval through the same.

August 17, 2010



VC# PLAY0008

Playmore West Inc
10271 Deer Run Farms Road S-1
Fort Myers, Florida 33912

Dear Vendor:

RE: TERM CONTRACT #10072

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Playground Park Equipment, Parts and Installation based on:

[X] SOLICITATION #10-072/PR

Awarded Items Listed As Follows:

Lot 1-A Purchase and Delivery Manufacturer's Catalog
Item #1, SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People
Item # 10-Playworld System
Lot 1-B Purchase and Delivery Parts Manufacturer's Catalog
Item #1, SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People
Item # 10-Playworld System
Lot 2 Purchase, Delivery & Installation Manufacturer's Catalog
Item #1, Foreverlawn, Zeager Wood Carpet, Playworld Systems, Shade Systems, Inc., SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Kay Park, Irving Wood Recovery, USA Shade, Americana, Xgrass, Childsafe Products
Lot 3-A Purchase and Delivery Parts Manufacturer's Catalog (Palm Tran Only)
Item #1, SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People
Item # 10-Playworld System
Lot 3-B Purchase and Delivery Parts Manufacturer's Catalog (Palm Tran Only)
Item #1, SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People
Item # 10-Playworld System
Lot 4 Purchase, Delivery & Installation Manufacturer's Catalog (Palm Tran Only)
Item #1, Foreverlawn, Zeager Wood Carpet, Playworld Systems, Shade Systems, Inc., SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Kay Park, Irving Wood Recovery, USA Shade, Americana, Xgrass, Childsafe Products,

The term of this contract is August 23, 2010 through August 22, 2012. The estimated dollar value for all vendors is \$476,165.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

In accordance with the terms and conditions of this contract, the Inspector General fee may be applicable, per Ordinance No. 2009-049.

If you have any questions, please contact Phil Ridolfo, Senior Buyer at (561) 616-6823.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen M. Scarlet".

Kathleen M. Scarlet, Director
Purchasing Department

c: Reid Raymond, Parks & Recreation Department
Bonnie Stein, Fire Rescue
Eugene Wittker, Palm Tran
File

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County
Board of County
Commissioners

Burt Aaronson, Chair

Karen T. Marcus, Vice Chair

Jeff Koons

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

An Equal Opportunity
Affirmative Action Employer

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

AGENDA TAB NO. 5

SUBJECT TITLE: Request to Approve Contract with USSI to provide Underground Utility Inspection and Condition Assessments Phase 3

OBJECTIVE: To consider the approval of a contract with USSI in the amount of \$60,435 to conduct a field assessment of the Water, Wastewater and Stormwater infrastructure to evaluate the current conditions and future capacity of the infrastructure.

SUMMARY:

Previously the City has completed 2 phases of this work that has involved the rest of the City. This is the final section of the City that needs to be completed to create our Utility Master Plan. The Imperial Terrace Sub Division is one of the oldest in the City 1970. This is an area where service calls are often and our knowledge of laterals connections is limited. Per The City of Dania Beach Bid # 09-0008 and associated contract, staff negotiated the lower cost of this work as compared to higher costs in previous phases.

The purpose of this assessment is to determine the Utility System improvements required to provide an appropriate level of service under existing conditions and to provide the increased wastewater system capacity necessary to serve the proposed future developments. This will also help us to reduce the costs of treatment of this Inflow/ Infiltration water. The company will be installing rain guards in the manholes and doing some repairs in the lines. The City presently has no confirmed information regarding the Utility Systems Infrastructures as these developments were purchased from a private development. This will be helpful in the sewer laterals that create infiltration, the manhole and main lines that have cracks or holes as well as the sewer laterals themselves. The results of this assessment will provide information critical to the planning of continuing improvements under the Utility Improvements Program Schedule. This information will also be incorporated into the City's GIS System for existing and future accuracy of our utility systems.

OPTIONS:

1. **Move to Approve** the Work Authorization with USSI to perform the scope of work described herein to Evaluate and Assess the City's Sanitary Sewer System, Water Distribution System and the Stormwater System in the Imperial Terrace Development
2. Do not **Approve** the Work Authorization for USSI to perform the scope of work described herein to Evaluate and Assess the City's Sanitary Sewer System, Water Distribution System and the Stormwater System in the Imperial Terrace Development

STAFF RECOMMENDATION:

Move to Approve the Work Authorization for USSI to perform the scope of work described herein to Evaluate and Assess the City's Sanitary Sewer System, Water Distribution System and the Stormwater System for \$60,435

FISCAL IMPACT:

Funding Source: Sufficient Funding is available in FY 2010-2011 Adopted Budget Line Item 441—533.64-25 Utility Assessment Plan – Budget \$64,000

LEGAL SUFFICIENCY: The contract has been reviewed by the City Attorney for legal sufficiency.

CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into on the ____ day of _____, 2011, by and between USSI, LLC f/k/a Utility Sealing Services, Inc. herein called Contractor, and the City of Tavares, Florida, herein called City.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. That the Contractor shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the Agreement for the Infiltration and Inflow Phase 2 Improvement Project, Bid No. 09-008, between the City of Dania Beach, Florida and USSI, LLC f/k/a Utility Sealing Services, Inc., dated October 5, 2009, and hereinafter referred to as the Dania Beach Agreement. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

2. That pursuant to the Dania Beach Agreement, a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain Scope of Work under the purview of the Dania Beach Agreement, and the Contractor is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: 2011 Sewer System Rehabilitation Phase 3

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Contractor shall perform tasks as more specifically detailed in Attachment 1 as follows:

Task No. Title

1 Manhole Inspections, Seals, Dishes, and Ancillary Work

Compensation to the Contractor for rendering all of the above identified services and products shall not exceed the unit price amounts presented in Attachment 1 and shall be based on actual field measurement of the work completed to the satisfaction of the City. Based on the unit prices and estimated quantities presented in Attachment 1, the estimated compensation for the tasks are as follows:

Task No. 1	\$ 60,435.00
Total	\$ 60,435.00

City may authorize, in writing, in advance, adjustments in the compensation for the particular tasks established above. Partial compensation may be requested on a monthly basis for unit prices and actual quantities incurred and approved by the City.

3. The City hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as follows:

On or before the 20th day of each calendar month, the City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, equal to the contract value of the estimated work performed less ten percent of the amount of such estimate which is to be retained by the City until the work has been performed strictly in accordance with this Agreement and until such work has been accepted by the City.

4. Upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills, taxes, and other costs incurred in connection with said construction work have been paid in full, final payment on account of this Agreement shall be made within 30 days after the final completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in six counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(FIRM:) USSI, LLC
f/k/a Utility Sealing Services, Inc.

(TITLE:) CEO
(Contractor)



(BY:) _____

(TITLE:) Mayor
(City)

Approved as to Form

City Attorney

ATTACHMENT 1

SCOPE OF WORK

Task 1 - Manhole Inspections, Seals, Dishes, and Ancillary Work

Per Dania Beach Agreement dated October 5, 2009:

Lift Station or Mini-System No.	Estimated No. of Manholes *	Unit Price Per Manhole	Total Estimated Price
22,29,30,31,33 &36	150	\$402.90	\$ 60,435.00
Total	150	\$402.90	\$ 60,435.00

* Actual field measurements will determine final invoice quantities.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

AGENDA TAB NO. 6

SUBJECT TITLE: Small Wind Mill Feasibility Study

OBJECTIVE: To consider the approval of a small Wind Mill Feasibility Study in the amount of \$9,500 to explore the potential use of wind as an augmentation of electricity at Woodlea Waste Water and Reclamation Facility.

SUMMARY: Previously staff had brought to Council the concept of Alternative Wind Energy to save the city costs associated with electrical use at Woodlea Waste Water and Reclamation Facility and had budgeted \$20,000 for a wind mill feasibility study. The monthly electrical bill is approximately \$15,000 per month to run the Waste Water Plant. Staff previously presented to Council a proposal in the amount of \$14,500 to conduct the study. The Council voted 3-2 not to pay for the study and instructed staff to seek 100% grant funding.

Staff conducted research on grant funding by contacting the Florida State University who referred the city to the Florida Energy Office, Wind Turbine Companies and WECC (Wayne Hildreth).

Through these entities and people staff learned that there are a few steps involved in the process of trying to obtain a grant. The city must first determine wind potential for a given area and its feasibility as a solution to reducing energy costs. Mr. Hildreth has completed some preliminary work for the city "pro-gratis" to see if the Tavares Waste Water Plant is in a viable location for small wind turbines. Utilizing the NREL Florida Wind Map (see attached map) he has confirmed that the Tavares Area is in the same class winds as along the coast where wind projects can be financially viable. This is due to a combination of factors including high elevation relative to the rest of Florida and lake effect.

The results of this research lead to a site visit from several entities including WECC to see if Tavares had sufficient land with sufficient wind. This visit was conducted on June 2nd and concluded that Tavares had enough of both to warrant the next step – a Preliminary Wind Resource Assessment. Staff obtained a proposal from WECC to conduct the Preliminary Assessment (Section I of the attached proposal) in the amount of \$9,500. **Staff has not been able to identify a grant for this portion of the work.**

Should this assessment be pursued and prove to be viable then the next step would be to use the results of the assessment as part of a grant application to secure grant funding for the purpose of installation of a meteorological tower at the project site for the purpose sizing the wind turbine, and identifying other grants to fund this construction and installation portion of the project. Should this Preliminary Assessment reveal that there is a not sufficient wind capability early in the assessment, then the study will be stopped at that point of determination and the city shall recoup some of the allocated funds for the assessment.

OPTIONS:

1. **Approve** \$9,500 from the Contractual Service – wind study budget to fund WECC to conduct a Preliminary Wind Resource Assessment.
2. Do **not** approve the funding for a Preliminary Wind Resource Assessment.

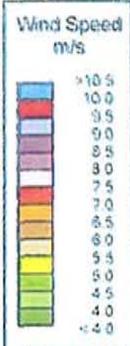
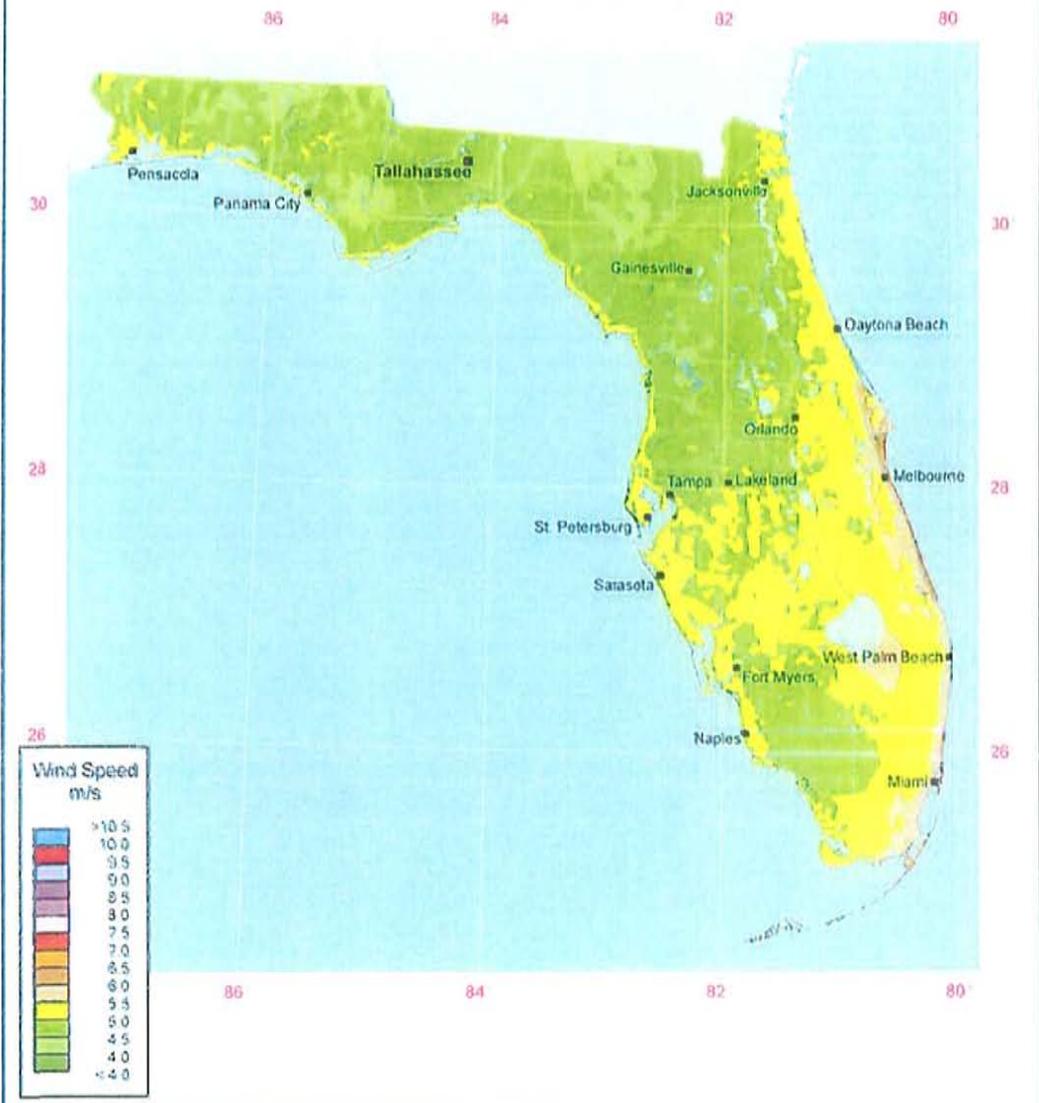
STAFF RECOMMENDATION: Move to **approve** \$9,500 from Contractual Services-wind study Budget to fund WECC to conduct a Preliminary Wind Resource Assessment.

FISCAL IMPACT:

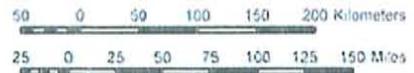
Waste Water Fund 401-35-01-535.34-10 "Contractual Services" has \$20,000 budgeted for contractual services for what is proposed in this agenda summary.

LEGAL SUFFICIENCY: This meets legal sufficiency

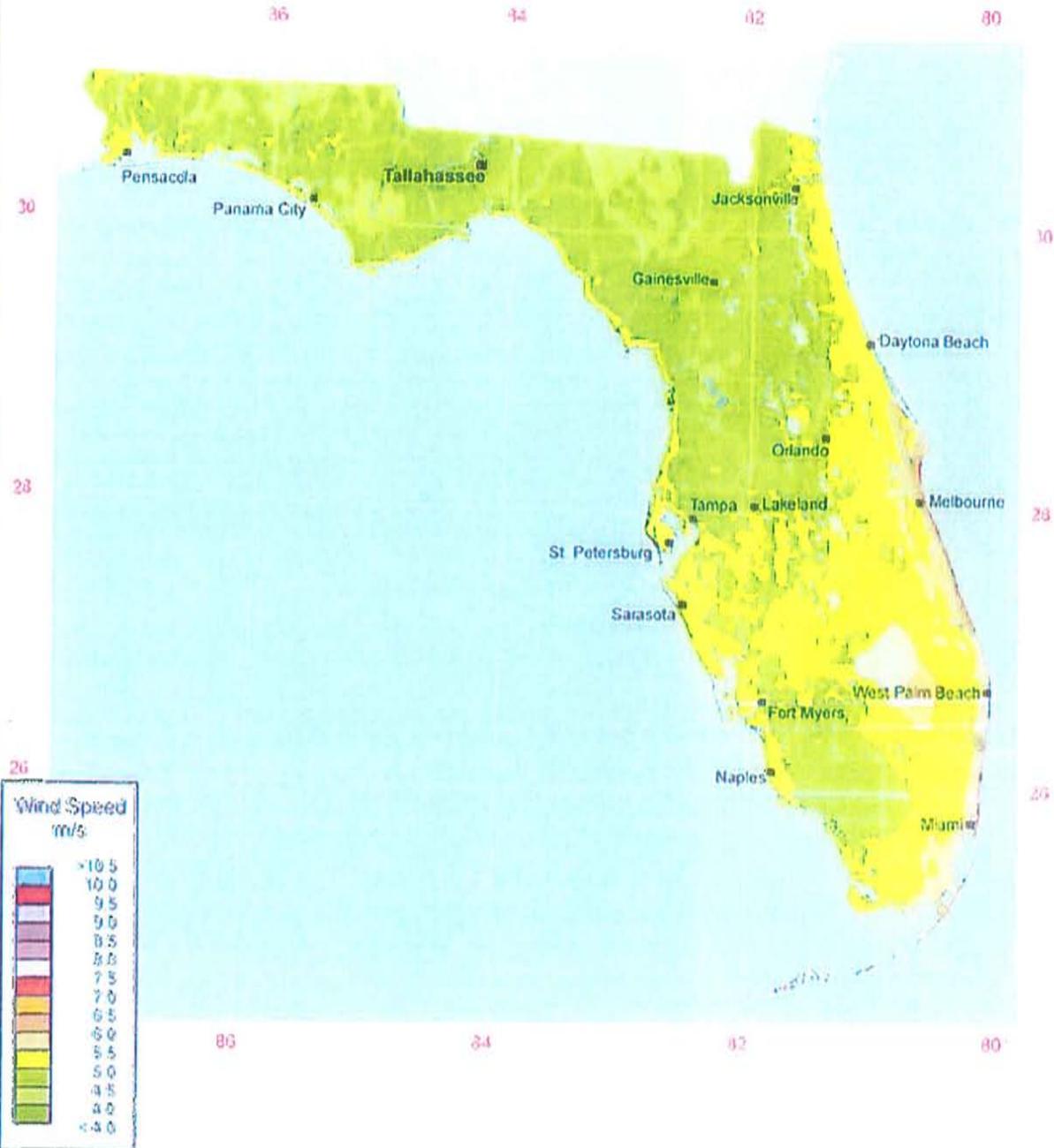
Florida - Annual Average Wind Speed at 80 m



Source: Wind resource estimates developed by AWS Truepower, LLC for windNavigator®. Web: <http://www.windnavigator.com> | <http://www.awstruepower.com>. Spatial resolution of wind resource data: 2.5 km. Projection: UTM Zone 17 WGS84.



Florida - Annual Average Wind Speed at 80 m



Source: Wind resource estimates developed by AWS Truepower, LLC for windNavigator® Web: <http://www.windnavigator.com> | <http://www.awstruepower.com> Spatial resolution of wind resource data: 2.5 km. Projection: UTM Zone 17 WGS84.





P. O. Box 50797
Jacksonville Beach, Florida 32240

Scope & Proposal

For

City of Tavares

Tavares, Florida

Date Prepared: June 3, 2011

Prepared by: Brian Wiley

Proposal #: 2011021

Consultant: Wayne Hildreth

hildreth@wind-consulting.com

This proposal expires in 30 days.



P. O. Box 50797
Jacksonville Beach, Florida 32240

INTRODUCTION

The **City of Tavares, Florida (Tavares)** has requested that WECC LLC (WECC) provide a **Preliminary Wind Resource Assessment (PWRA)** for their Tavares, Florida Waste Water Treatment Plant (WWTP) location along with a high level review of the feasibility of utilizing a hybrid solar/wind solution to power individual lift stations.

Utilizing high level wind resource maps generated by the National Renewable Energy Laboratory (NREL), areas between Lake Eustis and Lake Dora were identified to possess a modeled average wind speed ranging from 4.5 to 5.5 meters per second (m/s) at 80m. Given the availability of land suitable for the installation of a utility grade Wind Turbine Generator (WTG) at the WWTP combined with the fact that the facility sits at approximately 110 feet above sea level (ASL), the facility consumes significant energy at comparatively high cost the likelihood likely that a financially viable wind energy project can be developed on the site is strong.

The following is a description of the tasks and materials necessary for the **Preliminary Wind Resource Assessment**, the information it provides and the benefit to **Tavares**. In the case where a step reveals a circumstance that places the project's success at risk, such as low wind resource, or identification of a possible negative impact on the environment, WECC will stop work, notify **Tavares** and make appropriate recommendations.

SECTION I MAIN PROPOSAL SUMMARY

Preliminary Wind Resource Assessment – This task is undertaken to study historical wind data from the area. This data is available from local airports, the National Center for Atmospheric Research (NCAR), and the National Centers for Environmental Prediction (NCEP). Specialized analysis of this information using WindPRO© and WAsP will provide an initial estimate of the wind resource present at the proposed wind turbine sites. WECC will create a GIS model of the region of interest with digital elevation and roughness data. WECC will import wind data from neighboring airports and NCAR/NCEP. The outcome of this analysis is: average wind speed at site, expected annual energy production, and expected average capacity factor (comparative analysis) for three different selected turbines. Turbines selected for analysis will be made upon better understanding of site and electrical demand characteristics made while conducting the Preliminary Wind Resource Assessment. A high level financial analysis will include revenue assumptions, total estimated investment, debt assumptions, tax credits and renewable energy credit effects, if applicable; and, an estimate of equity payback.



P. O. Box 50797
Jacksonville Beach, Florida 32240

Project Schedule and Deliverables

Deliverables	Due Date
Preliminary Wind Resource Assessment	3 weeks from receipt of mobilization funds

Point of Contact

Company	Contact	Email	Phone
City of Tavares	Brad Hayes	bhayes@tavares.org	352-742-6485

Accounts Payable Point of Contact

Name	Phone	Fax	Email



P. O. Box 50797
Jacksonville Beach, Florida 32240

SECTION II – CONDITIONS, NOTES AND TERMS

General Conditions:

Any additional work outside this scope of work document will require additional professional fees and will be completed only following written approval.

Notes and Exclusions:

This proposal does not include: Any services not described in the scope document; any exclusions per scope document; or any applicable taxes.

Tavares is to provide WECC the Latitude/ Longitude coordinates of the proposed site and the site dimensions and boundaries.

All payments to WECC are to be paid by check or wire, drawn on a U.S. bank. The balance of the payment will be due upon submission of all reports required under this contract. The **City of Tavares** is ultimately responsible for payment to WECC.



P. O. Box 50797
Jacksonville Beach, Florida 32240

SECTION III – PROPOSAL SUMMARY

June 3, 2011

To: **Brad Hayes**
City of Tavares, Florida

We propose these costs to **Tavares** per our scope of work document and terms & conditions enclosed with this proposal.

Preliminary Wind Resource Assessment	\$9,500
Total	\$9,500

This proposal does not include : Any services not described in scope document.
Exclusions are as per scope document. Any applicable taxes.

This proposal expires in 30 days.

City of Tavares, Florida

WECC LLC

(Signature)

(Signature)

(Name)

Brian Wiley
Chief Financial Officer
(904) 333-4238

(Title)

(Date)

This official certifies that they have the authority to obligate **City of Tavares** funds and ensure invoice payment. WECC LLC is authorized to commence with this proposal subject to credit approval, and acceptance of our terms & conditions.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

AGENDA TAB NO. 7

SUBJECT TITLE: Request for Reduction in Lien for 109 Jean Street

OBJECTIVE:

To consider a request for a reduction in lien in the amount of \$17,163.82 for code enforcement violation at 109 Jean Street.

SUMMARY:

The city has received a request from Sean Ferguson of Classic Homes Realty, the agent representing the owner of this property (Bank of America) to request a reduction in lien from City Council.

This property was originally found to be in violation of the city's Land Development Regulations (12-18) for excessive growth in 2009. The property was brought into compliance around the date of the hearing on August 25, 2009.

The property was again found to be in violation in 2010 and was noticed as a repeat violator on April 29, 2010. The city received an anonymous complaint and a report that no one was living at the property.

The Notice of Hearing was sent to the property owner on record. The property owner was found to be a repeat violator of excessive growth at the Code Enforcement Hearing of July 27, 2010. The fines were recorded as an Order of Enforcement on August 6, 2010.

The property was sold to the Bank of America in foreclosure on August 4, 2010.

Upon request for reinspection by Mr. Ferguson on April 6, 2011 the violation was determined to be in compliance by the Code Enforcement Officer on April 7, 2011, 343 days after the repeat violation had been cited. Total fines: \$17,136.82.

OPTIONS:

Council to discuss and determine whether or not to reduce the lien.

STAFF RECOMMENDATION:

That Council hear the request from Mr. Ferguson and decide whether or not to reduce the lien.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient

Nancy Barnett

From: Chris McCormick
Sent: Friday, June 24, 2011 12:29 PM
To: Nancy Barnett
Subject: 109 Jean Street
Attachments: 24 jun 2010 p 012.jpg; 24 jun 2010 p 007.jpg; 24 jun 2010 p 008.jpg; 24 jun 2010 p 009.jpg; 24 jun 2010 p 010.jpg; 24 jun 2010 p 011.jpg

A brief history of Case Number:CET1004-1960

29 April 2010 Conducted an inspection of the property as a result of an anonymous complaint. I personally witnessed the repeat-violation of Section 12-18 of the Land Development Regulations. The condition of the property supports reports from neighbors that no one is currently living at the property.
I issued a notice of code violation via certified mail and regular 1st class mail to the property owner of record.

24 June 2010 Conducted a re-inspection and the violation remains in effect, no change in condition of property.

28 June 2010 Issued an notice of hearing via certified mail and regular 1st class mail to the property owner on record.

26 July 2010 Received a phone call from the daughter of the owner, requesting an extension. I informed her that the property was a repeat violation, and that she would have to request an extension during the hearing.

27 July 2010 Conducted a re-inspection of the property and the property remains in violation. Additionally, there is an excessive amount of debris and junk located on the property. But the owner was not initially cited for that violation.

27 July 2010 Special Magistrate found the property owner guilty as a repeat violation of Section 12-18 of the Land Development Regulations. He issued a \$50.00/day fines and in accordance with Chapter 162 fines began to accrue on 29 April 2010.

7 April 2011 Violation finally removed and property in compliance (343 days after the repeat-violation had been cited). Total Fines and Liens: \$17,136.82

Chris McCormick
Code Enforcement Officer
Tavares Police Department

(352) 742-6419 office
cmccormick@tavares.org





Real Estate Management
TX2-983-01-01
2375 N Glenville Drive
Richardson, TX 75082

June 10, 2011

Re:
109 Jean Street
Tavares, FL 32778

To Whom It May Concern:

This letter is to inform you that **Sean Ferguson, with Classic Homes Realty**, is the agent who represents Bank of America. Please provide necessary information and access to the agent as applicable. The foreclosure sale date was **8/04/2010**. Bank of America is the new owner of the property.

Sincerely,

A handwritten signature in black ink, appearing to read "Keri Carson", written over the printed name.

Keri Carson
BAC Home Loans Servicing LP
(214) 209-0427

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA
CIVIL ACTION

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME
LOANS SERVICING LP,
Plaintiff,

vs. CASE NO. 35-2009-CA-004269
DIVISION 05

CFN 2010083571
Bk 03939 Pgs 1704 - 1705 (2pgs)
DATE: 08/19/2010 09:34:59 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 0.00
DEED DDC 0.70

SPACE FOR RECORDING ONLY F.S. §695.26

PAMELA K. DOWELL-HALL;
Defendant(s).

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on August 4, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in LAKE County, Florida:

LOTS 39 AND 39-A IN ORANGE ACRES OF TAVARES, A SUBDIVISION IN THE CITY OF TAVARES, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

A/K/A 109 JEAN STREET, TAVARES, FL 32778

was sold to: BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, whose address is: 2900 N Madera Roa, Simi Valley, CA 93065.

WITNESS my hand and seal of the Court on Aug 18, 2010, as Clerk of the Circuit Court.

(SEAL)

Neil Kelly
Clerk of the Circuit Court

By: Sandra
Deputy Clerk



Copies furnished to:
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
All parties on the attached service list.

CLERK OF CIRCUIT
AND COUNTY COURT
LAKE COUNTY
FLORIDA

2010 AUG 18 AM 9:34



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Service List

PAMELA K. DOWELL-HALL
32744 Evergreen Road
Deland, FL 32720

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF TAVARES, FLORIDA**

CFN 2010121978
Bk 03977 Pgs 0376 - 377; (2pgs)
DATE: 12/02/2010 02:12:27 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50



**CITY OF TAVARES, FLORIDA,
Petitioner,**

vs.

Case No: CET1004-1960

**ESTATE OF MARJORIE ANN WALTON
Respondent.**

CODE ENFORCEMENT LIEN

On the 6TH Day of August 2010, the Code Enforcement Special Magistrate for the City of Tavares, Florida entered an Order of Enforcement in the above referenced case, recorded in Official Records Book 03935 Pages 1408-1410, Public Records of Lake County, Florida. That Order imposed a fine of \$50.00 per day for violation of Section 12-18 of the Land Development Regulations; becoming active on 29 April 2010. That order imposed a fine of \$36.82 for costs, fees, and expenses. Therefore a fine is due to the City of Tavares in the total amount of **\$9,686.82** and the City hereby claims a lien on all real and personal property of the violator named above, within Lake County, Florida, pursuant to FS 162.09(3), Florida Statutes, until this fine is paid in full.

DONE and ORDERED at Tavares, Lake County, Florida, this the 23rd day of November, 2010.

City of Tavares
Code Enforcement Special Magistrate

By: 
Sam A. Mackie

EXHIBIT "A"

Lots 39 and 39-A in Orange Acres of Tavares, a subdivision in the City of Tavares, Florida, according to the plat thereof as recorded in Plat Book 15, page 27, Public Records of Lake County, Florida.

Prepared by:
Sam A. Mackie, Special Magistrate
Return to:
S. Novack
Office of the City Clerk
City of Tavares
201 E. Main Street
Tavares, Florida 32778



Code Enforcement/Special Magistrate: City Of Tavares Lake County, Florida

City of Tavares, Petitioner,

vs.

Case No. CET 1004-1960

Estate of Marjorie Ann Walton, Respondent
109 Jean Street
Tavares, Fl 32778 (violation & mailing address)

Legal Description: TAVARES, ORANGE ACRES LOTS 39, 39-A PB 15 PG 27 |
ORB 3508 PG 562 |

Findings Of Fact, Conclusions Of Law, Order Of Enforcement

This case having come before the Code Enforcement/Special Magistrate of the City of Tavares on 27 July 2010, on a violation hearing, and after due notice having been given to the Respondent and the Special Magistrate having heard testimony under oath of the respective parties present and received evidence as presented, and having been advised by counsel (if any) on the issues in this cause, thereupon issues these findings of fact and conclusions of law, and the following Order of Enforcement is hereby entered as follows:

Findings of Fact:

1. The Notice of Violation was properly served or service was properly attempted upon the above-listed property Owner by certified mail, return receipt requested/posting/other statutory notice procedures on 5 May 2010; and
2. A Notice of Hearing was properly served or service was properly attempted upon the above-listed property Owner by certified mail, return receipt requested/posting/other statutory notice procedures on 3 July 2010, and in relation to the property as located at the address and under the legal description as noted on the statement of violation or as also described under I.D. (Folio) # 28-19-26-140000003900; and
3. The property Owner having been duly served with the Notice of Hearing or such service having been properly attempted, did not attend the hearing; and

Rec'd 8.6.10

4. Testimony and evidence having been taken and considered by the Special Magistrate;

5. The Special Magistrate finds by clear and convincing evidence that as of the date of the Notice of Violation, and/or as of the date of the hearing, the subject Property was in violation of the following City of Tavares Code of Ordinances/Land Development Regulations, § 12 - 18, Accumulation, Prohibited Excessive Growth.

Conclusions Of Law:

1. The property Owner identified above, Estate of Marjorie Ann Walton, is in violation of the following City of Tavares Code of Ordinances/Land Development Regulations, § 12 - 18, Accumulation, Prohibited Excessive Growth.

2. This Order Of Enforcement is warranted and fully supported by the evidence and testimony adduced at the hearing, and the above-noted findings of fact and conclusions of law; and

3. The following action to clear/correct/cure the violation(s) is required: the violation is to be cured or corrected under the procedures and conditions as noted immediately below:

Based on the foregoing repeat violation, the Special Magistrate recognizes that the present fine, as listed below, began to accrue and became active on 29 April 2010 and at the amount of fifty dollars (\$50.00) per day, and that fine shall apply until the violation is clear/correct/cured. The City is also ordered to cure or abate the violation if it is not cured by the Corrective Action Deadline, which is set at fifteen (15) days from the date of this Order, and to the above penalties of which shall be added any violation-abatement, rehabilitation, or related costs, fees, or expenses on the part of the City to cure the above-noted violations or to otherwise secure the Property as referenced in this Order., such costs, fees, and/or expenses of which have accumulated to thirty-six and 82/dollars (\$ 36.82) as of the hearing date. It is the Respondent or Property Owner's obligation, or the obligation of both of them, to call the Code Enforcement Officer or other appropriate City representatives for a re-inspection of the subject property so that the City of Tavares can confirm whether the violation(s) has/have been cleared/corrected/cured before the imposition of the above-noted fine(s). Future repeat violations will result in the fines being levied following a finding of noncompliance by the Owner(s) at a subsequent hearing.

Done and Ordered on behalf of the City of Tavares, Lake County, Florida on this 4th day of August 2010.

By: 

Sam A. Mackie, Special Magistrate

A True and Correct copy of the foregoing Findings of Fact, Conclusions of Law, and Enforcement Order have been furnished by U.S. Mail/hand-delivery/other statutory procedure to Estate of Marjorie Ann Walton; 109 Jean St, Tavares

on this 6th day of August, 2010 by USPS Return Rept., Code
Enforcement Special Magistrate Clerk/Recording Secretary.

Susi Novae

Prepared by:
Sam A. Mackie, Special Magistrate
Return to:
S. Novack-Wilson
Office of the City Clerk
City of Tavares
201 E. Main Street
Tavares, Florida 32778

Code Enforcement/Special Magistrate/ Tavares, Florida

City of Tavares, Petitioner,

vs. Estate/Majorie Ann Walton

Case No. CET 0907-0629

Estate/Majorie Ann Walton, Respondent
109 Jean Street, Tavares, FL 32778 (violation
and mailing address)

Legal Description: TAVARES, ORANGE ACRES LOTS 39, 39-A PB 15 PG 27
ORB 639 PG 413

Findings Of Fact, Conclusions Of Law, Order Of Enforcement

This case having come before the Code Enforcement/Special Magistrate of the City of Tavares on 25 August 2009 on a violation hearing, and after due notice having been given to the Respondent and the Special Magistrate having heard testimony under oath of the respective parties present and received evidence as presented, and having been advised by counsel (if any) on the issues in this cause, thereupon issues these findings of fact and conclusions of law, and the following Order of Enforcement is hereby entered as follows:

Findings of Fact:

1. The Notice of Violation(s) was properly served or service was properly attempted upon the above-listed property Owners by certified mail, return receipt requested/posting/other statutory notice procedures on 13 and 18 July 2009; and
2. A Notice of Hearing was properly served or service was properly attempted upon the above-listed property Owners by certified mail, return receipt requested/posting/other statutory notice procedures on 5 August 2009 and in relation to the property as located at the address and under the legal description as noted on the statement of violation or as also described under I.D. (Folio) #28-19-26-140000003900; and

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08-28-09P01:06 RCVD 

3. The property Owner having been duly served with the Notice of Hearing or such service having been properly attempted, did not attend the hearing; and
4. Testimony and evidence having been taken and considered by the Special Magistrate;
5. The Special Magistrate finds by clear and convincing evidence that as of the date of the Notice of Violation, and/or as of the date of the hearing, the subject Property was in violation of the following City of Tavares Code of Ordinances/Land Development Regulations, §§ 12-13, Prohibited Nuisances; 12-18, Prohibited Excessive Growth State/Accumulation:

Conclusions Of Law:

1. The property Owner identified above, Estate/Majorie Ann Walton, is in violation of the following City of Tavares Code of Ordinances/Land Development Regulations, §§ 12-13, Prohibited Nuisances; 12-18, Prohibited Excessive Growth State/Accumulation.
2. This Order Of Enforcement is warranted and fully supported by the evidence and testimony adduced at the hearing, and the above-noted findings of fact and conclusions of law; and
3. The following action to clear/correct/cure the violations are required:

Corrective Action and Imposition of Fine

Based upon the foregoing violations, the Special Magistrate recognizes that the following violation, § 12-18, Prohibited Excessive Growth State/Accumulation, was cured on or about the date of the hearing, and for which no fine is imposed; and also that the following violation, 12-13, Prohibited Nuisances, was not cured or corrected by the date of the hearing, and for which that violation is to be corrected/cleared/cured within seven (7) days of this Order (Corrective Action Deadline). If the violation on the subject property is/are not corrected/cleared/cured by the foregoing Corrective Action Deadline, then the Special Magistrate shall execute and file of record an Order of Fine, imposing a fine of twenty-five (\$25.00) for each day after the Corrective Action Deadline that the subject property remains in violation, and to which are added any violation-abatement, rehabilitation, or related costs, fees, or expenses on the part of the City to cure the above-noted violations or to otherwise secure the Property or to prosecute this case as referenced in this Order, such costs, fees, and/or expenses which had accumulated to sixty-nine and 32/100 dollars (\$\$69.32) as of the hearing date. **It is also the Respondent or Property Owner's obligation, or the obligation of both of them, to call the Code Enforcement Officer or other appropriate City representative(s) for a re-inspection of the subject property so that the City of Tavares can confirm whether the violation(s) has/have been cleared/corrected/cured before the imposition of the above-noted fine(s). Future repeat violations will result in the fines being levied following a finding of noncompliance by the Owner(s) at a subsequent hearing.**

Done and Ordered on behalf of the City of Tavares, Lake County, Florida on this 27th day

of August 2009.

By: 
Sam A. Mackie, Special Magistrate

A True and Correct copy of the foregoing Findings of Fact, Conclusions of Law, and Enforcement Order have been furnished by U.S. Mail/hand-delivery/other statutory procedure to

Estate/Marjorie Ann Walton; 109 Jean St Tavares

on this 28th day of August, 2009 by USPS Certified.

Code Enforcement Special Magistrate Clerk/Recording Secretary



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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 6, 2011**

AGENDA TAB NO. 8

**SUBJECT TITLE: Postponement of Building Permit Fees
"The Big House" Community Center/Multi-Sports Facility**

OBJECTIVE:

To present to Council a request for postponement of payment of building permit fees for "The Big House", a new Community Center/Multi-Sports Facility to be built at 1544 Lane Park Cutoff.

SUMMARY:

On June 1st, 2011, City Council passed Ordinance 2011-05 thus creating Chapter 23, "Community Economic Development Initiatives" within the City's Land Development Regulations. Division 4 of this Chapter provides that City Council, as an economic development incentive, may authorize the deferral of payment of non-residential building permit fees for a period of six months or until the issuance of a certificate of occupancy or completion for which the permit was issued, whichever occurs first.

MCGB, LLC is the owner of a new Community Center/Multi-Sports facility that is to be constructed in Tavares at 1544 Lane Park Cutoff. Phase one of this complex is estimated by the owner to be valued at \$4,500,000. A subsequent phase that will complete the upper level is estimated to be an additional \$1,000,000. Executed contracts with the Building Contractor will verify the actual value of work prior to the issuance of the permits. Using the estimates supplied by the owner, the permit fees would be \$67,500 for phase one and \$15,000 for phase two. The owner has requested that payment of these fees be postponed as an economic incentive under Chapter 23 of Land Development Regulations. A copy of this request is attached to this report.

Staff concurs with the applicant that this facility is pivotal for the City of Tavares and that it will provide an immediate and lasting economic benefit to our community. It will create jobs and offer tutoring, mentoring and sports training for our city's children.

OPTIONS:

1. That City Council approves the deferral of payment of building permit fees associated with the "Big House" project for a period of six months or until the issuance of a certificate of occupancy, whichever occurs first.
2. That City Council denies the application to defer payment of building permit fees for this project.

STAFF RECOMMENDATION:

That City Council moves to approve the deferral of payment of building permit fees associated with the "Big House" project for a period of six months or until the issuance of a certificate of occupancy, whichever occurs first.

FISCAL IMPACT:

That Building Permit Fees normally collected in conjunction with this permit will be deferred for a maximum of six months.

LEGAL SUFFICIENCY:

This summary has been reviewed by our City Attorney and approved for legal sufficiency.

MCBG, LLC

PO BOX 757
ELLISTON, FL 32727

352-357-0477 Phone
352-357-0474 Fax

June 14, 2011

Jacques Skutt
City of Tavares
201 E. Main Street
Tavares, FL 32778

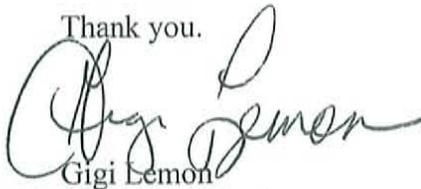
Dear Mr. Skutt,

MCBG, LLC is the owner of the new Community Center/Multi Sports Fieldhouse that is being built in the City of Tavares at 1544 Lane Park Cutoff. We are allocating all available resources to this project in order to make it a success and we need your assistance. MCBG, LLC respectfully request that the City of Tavares postpone the payment of the Building Permit Fee until the Certificate of Occupancy is received.

The facility known as "The Big House" will be very pivotal for the community. We will provide an immediate economic impact to the City of Tavares by providing jobs and fostering child development within the community. The National Spokesman for the Boys and Girls Club of America points out that the National Dropout Rate is approaching 50%. According to a research scientist at Johns Hopkins University, "we know which kids are likely to dropout, they usually start sending signals in the sixth grade. They start skipping school, failing math, and getting into trouble. We hope that they grow out of it however; by 9th grade they are failing everything and they drop out." It is said that the most critical time for our youth is between 3 and 6pm. This is the time when kids need homework help, tutors, and mentors. Many of our youth go home to empty homes. This is one area of many where The Big House will help. We will address community needs by being there for our youth before and after school. There will be a variety of programs available to assist kids with homework, sports, SAT or ACT prep classes as well as job-readiness programs to help our youth select a future occupation. In addition, we will work hard to mobilize adults to assist with this effort.

We appreciate your timely response to this request and look forward to hearing from you.

Thank you.


Gigi Lemon
Managing Member

Cc: John Drury
Bill Neron
Nancy Barnett

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 6, 2011**

AGENDA TAB NO. 9

SUBJECT TITLE: Update on Lake Building Property

OBJECTIVE:

To present to Council updated information on the Lake Building Property located on Main Street.

SUMMARY:

Staff will provide to Council an update on matters concerning the demolition and unsafe building violations pertaining to the Lake Building Property located on East Main Street.

OPTIONS:

No action required.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 6, 2011**

AGENDA TAB NO. 10

SUBJECT TITLE: Discussion on Policy of Permitting Internet Café Casinos

OBJECTIVE:

To hold a discussion on Council policy on whether to allow or not allow additional internet café casinos

SUMMARY:

City resident Betty Burleigh has requested that Council hold a discussion on its position on allowing or not allowing internet café casino businesses to operate in the City of Tavares. Currently there are at least four existing businesses in the city: one is located at SR 19 and Dead River Road; one on Alfred Street (just past Dora Avenue); one at Inn on the Green; and one on US 441 at Lakewood. All businesses appear to be operating legally.

Other cities in Florida such as Leesburg have put a moratorium on these businesses. The City Attorney will be prepared to provide legal options related to this issue.

OPTIONS:

- 1) Discuss Council policy on whether or not to allow internet café casino businesses in the City
- 2) Do not hold a discussion

STAFF RECOMMENDATION:

Not applicable.

FISCAL IMPACT:

Not applicable.

LEGAL SUFFICIENCY:

Legally sufficient

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 6, 2011**

AGENDA TAB NO. 11

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Budget Workshop – July 13, 2011
- City Council Regular Meeting – July 20, 2011
- Code Enforcement Hearing – deferred until selection made of Special Magistrate
- Lake Sumter MPO – Board Meeting – No Meeting in July
- Library Board – July 8, 2011– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board June 16, 2011 – 3 p.m.

EVENTS:

July 4th Celebration

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
July 6, 2011**

AGENDA TAB NO. 12

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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