

AGENDA
TAVARES CITY COUNCIL

SEPTEMBER 21, 2011
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Mark Andrews, Bridges

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting September 7, 2011 - deferred

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

- | | |
|--|---------------|
| Tab 2) Agreement with Lake County to Put SCADA Antenna on Lake County Parking Garage | Brad Hayes |
| Tab 3) GASB 54 Implementation – Approval of Governing Body | Lori Houghton |
| Tab 4) Resolution #2011- 20 - Authorization to Seek Reimbursement for Pavilion Loan to Water Enterprise Fund | Lori Houghton |
| Tab 5) Request from New Vision to Hold White Safety Day Event at City Hall | Nancy Barnett |

VIV. PUBLIC HEARING – FISCAL YEAR 2012 MILLAGE & BUDGET – 5:05 P.M.

Tab 6) Resolution #2011-18 – Final Millage Rate - 2011/2012 Lori Houghton

Tab 7) Resolution #2011-19 – Final Budget – 2011/2012 Lori Houghton

VIV. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 8) Ordinance #2011-12 - Procedure to Lien Delinquent Utility Accounts - First Reading Lori Houghton

SECOND READING

Tab 9) Ordinance #2011-06 – Comprehensive Plan Amendment Adoption Hearing for Meade Family Trust Property – 1352 Acres on South Side of Lake Dora – Lakeside Mixed Use Jacques Skutt

IX. GENERAL GOVERNMENT

Tab 10) Request to Develop Plan to Offer Advanced Life Support Services Richard Keith

Tab 11) Amendment to Baker Groves -Capital Water Line Utility Agreement Lori Houghton

X. OLD BUSINESS

XI NEW BUSINESS

XII. AUDIENCE TO BE HEARD

XIII. REPORTS

Tab 12) City Administrator John Drury

Tab 13) 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.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO. 2

SUBJECT TITLE: Request to approve an inter-local agreement with Lake County to install a SCADA Antenna on top of their parking garage

OBJECTIVE: To consider the approval of a inter-local agreement with Lake County for placement of a SCADA Antenna on the Lake County Parking Garage

SUMMARY:

The topography of the general area in and around the City of Tavares makes it difficult for one master radio site to effectively cover the desired area. The water, trees, and natural attraction for residents to live amongst this beauty all contribute to the special needs of this community.

In order to separate a certain amount of RTU's onto a more robust connection it is desirable to use a tall centrally located parking structure. This site will allow about half of the traffic load to be put on another frequency plan in a direct mode effectively doubling the paths available.

At the top SW corner of the facility is where we would propose to put the equipment. It will be an RF relay station with no active RTU. As such it will be unobtrusive and blend in with the rooftop.

From a technical perspective the client will assemble two Transnet 900 radios in a 12 x 24 Stahlin enclosure with a null modem cable between them. A Meanwell AD155A power supply will draw from a one ton supply off an existing GFI circuit to power the radios and charge the Troy PS 1270 F1 battery for power outage situations. One radio will be designated as a new master and the other a remote pointed to the Woodlea master. The master radio will feed into a DB589Y omnidirectional antenna with a side mounted pole to extend it not more than nine feet above the roof line. At the base of this pole the 10 db yagi antenna for the remote radio will be mounted. The antenna system will feed into bulkhead surge suppressors mounted on the bottom of the Stahlin enclosure.

This site will allow for better operation and enhanced system design relating to the store and forward repeater stations that will also be utilized in other sections of the coverage area.

OPTIONS:

1. **Move to Approve** the agreement with the County for placement of the SCADA antenna on their parking garage
2. Do not **Approve** the agreement with the County for placement of the SCADA antenna on their parking garage

STAFF RECOMMENDATION:

1. **Move to Approve** the agreement with the County for placement of the SCADA antenna on their parking garage

FISCAL IMPACT: There is no fiscal impact

LEGAL SUFFICIENCY: This meets legal sufficiency

**AGREEMENT BETWEEN
THE CITY OF TAVARES AND LAKE COUNTY
FOR PLACEMENT OF A SCADA ANTENNA
ON THE LAKE COUNTY PARKING GARAGE**

THIS AGREEMENT ("the Agreement") is made by and between the **CITY OF TAVARES**, a municipality incorporated under the laws of the State of Florida, whose address is 201 East Main Street, Tavares, Florida 32778, hereinafter referred to as the "CITY" and **LAKE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 7800, Tavares, Florida 32778, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on or about May 19, 2010, the CITY did enact Ordinance No. 2010-08, which rezoned certain real property located between Sinclair Avenue, Main Street, Alfred Street, and Texas Avenue, in downtown Tavares, to Public Facilities District;

WHEREAS, the COUNTY did construct a Parking Garage on such property, hereinafter the "Parking Garage;" and

WHEREAS, the CITY operates and maintains a municipal wastewater system; and

WHEREAS, the CITY now desires to place a Supervisory Control and Data Acquisition (SCADA) antenna, more particularly defined in **Exhibit A**, attached herein and incorporated herein by reference, hereinafter the "Antenna," on the COUNTY'S Parking Garage for the purposes of monitoring the wastewater system;

WHEREAS, this interlocal Agreement is authorized by Chapters 125 and 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree as follows:

SECTION 1. RECITALS. The foregoing recitations are true, correct, mutually understood, agreed upon and form an integral part of

this Agreement.

SECTION 2. PLACEMENT OF ANTENNA.

(a) COUNTY shall allow CITY to utilize space on the Parking Garage to install CITY'S Antenna, related cables, and other support equipment in connection with CITY'S municipal wastewater system; provided, however, that the placement of the Antenna shall not interfere with the COUNTY'S use of the Parking Garage for COUNTY'S intended purposes.

(b) COUNTY hereby grants to CITY an exclusive license to enter, construct, install, maintain and operate CITY'S Antenna, related cables and support equipment. Such ingress and egress by the CITY shall be coordinated through the COUNTY. CITY shall give the COUNTY as much advance notice as practical. Emergency access shall be coordinated through COUNTY'S Project Manager or designee. COUNTY will provide access 24 hours per day, seven days per week. Nothing herein shall be construed as creating any permanent license or easement that would survive any fee simple conveyance of such real property or improvements at the sole discretion of the COUNTY.

(e) The COUNTY shall secure the properties and access shall be allowed to the CITY via the gated, secured entry ways. CITY personnel, agents, or contractors shall be permitted twenty-four (24) hour ingress and egress with proper photo identification. Access by vendors or other persons acting on behalf of, or in the employ of, either party shall act only under the direct supervision of appropriate persons of the party owning such site. Contact information for the CITY is as set forth in the Notices section of this Agreement.

SECTION 3. CONSTRUCTION, RE-CONSTRUCTION AND ALTERATIONS; NOTICE TO COUNTY AND RIGHTS OF PLAN REVIEWS.

(a) The CITY shall have the ability to construct, reconstruct or

make such alterations to its Antenna as they deem necessary or desirable for continued operation or enhancement of their municipal wastewater system; provided, however, that the COUNTY shall have the right to review the proposed plans in advance of the work being performed to evaluate whether the reconstructed or altered facilities will be compatible with the use of the Parking Garage. In the event it is determined that the proposed alterations are incompatible, the CITY shall modify the plans to the satisfaction of the COUNTY. In the alternative, the COUNTY or the CITY shall have the option to terminate this Agreement and CITY shall relocate its antennae and related equipment to alternative locations without incurring liability for damages to the other party.

(b) The CITY shall be responsible for all costs relative to construction, reconstruction, alteration, maintenance and operation of its Antenna and supporting equipment. Any additional uses of the Parking Garage including construction or installation of improvements related thereto, shall be allowed only by subsequent agreement between the parties.

(c) If, as a consequence to construction, modification, demolition or reconstruction of the Antenna or related facilities, the Parking Garage is damaged in any manner, the CITY shall be responsible for the costs of replacement or repair of any damaged area. In the event such circumstances arise, the COUNTY shall contact the CITY in advance of and during such a project to amicably identify and resolve any potential or actual conflicts or issues of mutual benefit and concern; it being contemplated that no such work would be undertaken by the CITY without advance notice thereof to the COUNTY so as to avoid any unnecessary expenditures or inconvenience to either party.

(d) All work performed by the CITY to the Parking Garage shall

require the express, written permission of the COUNTY.

(e) All such work done by the CITY shall be constructed and installed in a good and workmanlike manner and completed in compliance with all applicable laws, rules, ordinances, regulations and all local, State, and national code standards including, but not limited to, height and wind loading requirements. Further, the Antenna shall be constructed and maintained in a technologically compatible manner. The CITY shall be responsible to the COUNTY for the costs of damages or destruction of the Parking Garage caused by any such construction, reconstruction, maintenance, upgrade or operations of its Antenna or related equipment. If the parties cannot agree on the amount of damages, then the parties shall use their best efforts to resolve the matter without litigation in accordance with the provisions of Section 15 of this Agreement.

(f) Drawings, equipment lists and essential technical data of the Antenna and related support equipment to include the actual location of same, consistent with the agreed upon site plans and technical, operating compatibility requirements shall be as shown on **Exhibit A**.

(g) Any consent or approval which either Party is required to obtain from the other pursuant to this Agreement shall not be unreasonably withheld, delayed or conditioned. Any request by a Party for any consent or approval which is not denied by the other Party within thirty (30) days of receipt shall be deemed given. In the event of disagreement as to what constitutes "reasonable withholding of approval", letters of consultants supporting the position of that Party shall be deemed evidence of reasonableness.

SECTION 4. RIGHTS AND RESPONSIBILITIES REGARDING ENCUMBRANCES OF THE PREMISES, THE ANTENNA AND EQUIPMENT. During the term of this

Agreement and any extension or renewal thereof, the Antenna and site on which they are located shall be the property of the Party in whose name title is vested at the date of execution of this Agreement unless otherwise mutually agreed to in writing by amendment to this Agreement. Except as expressly authorized elsewhere in this Agreement, at no time during the term of this Agreement or extensions thereof shall the Parties pledge, mortgage or hypothecate any interest in their respective properties which are the subject of this Agreement which would create an encumbrance, lien or security interest in the property of the other Party without the express written consent of that Party.

SECTION 5. MAINTENANCE.

(a) Each Party shall have sole and exclusive responsibility for the maintenance, repair, and security of its own Antenna, buildings, premises and related personal property and equipment and shall keep the same in good order, repair and condition during the term of this Agreement.

(b) Both Parties shall keep the site free of debris and any hazardous, dangerous, noxious, or offensive matter which would create a hazard or undue vibration, heat, noise or any form of signal interference in connection with the use of the subject facilities. Under no conditions shall CITY or COUNTY cause restrictions to the access manway or ladders appurtenant to any involved facilities including, but not limited to attaching or installing cables in areas used by individuals to access the top of the elevator shaft.

(c) In order to minimize disruption to the surrounding area, the construction, installation, normal maintenance and repair of the Antenna and related facilities, shall be restricted to the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Antenna and support

equipment may be conducted anytime as necessary, however, the CITY shall attempt to give notice to the COUNTY as soon as reasonably practicable regarding same. Emergency access shall be coordinated through COUNTY'S Facilities Director or designee.

SECTION 6. UTILITIES. The Parties may, at their discretion, provide for either separately metered or jointly metered charges for the consumption of electricity and any and all other utilities associated with their respective interests. Such arrangements may be initially established or revised from time to time by a letter of understanding signed by both Parties without the need for formal amendment to this Agreement.

SECTION 7. COMPLIANCE WITH LAWS AND STANDARDS.

(a) The CITY shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations (including, but not limited to, laws, rules and regulations issued by the Federal Communication Commission (FCC), Federal Aviation Administration (FAA) and site standards in connection with the installation, use, operation, repair and maintenance of the Antenna. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the CITY.

(b) The CITY shall obtain any and all certificates, permits, zoning, and other approvals that may be required presently or in the future by any Federal, State or local authority. In the event such approval is withheld or subsequently withdrawn, this Agreement may be terminated and the parties shall proceed in accordance with Section 8, below.

SECTION 8. TERM. The initial term of this Agreement begins upon execution hereof by the Parties and shall remain in effect until

terminated by either Party after first giving a six (6) months written notice. CITY shall vacate COUNTY'S Parking Garage and relocate its facilities and equipment within that time period; provided, however, that both Parties shall have the right to extend the departure date if relocation to another compatible site cannot be accomplished for reasons beyond the control of the CITY. In the event of such difficulty or impossibility of relocation, the Parties shall act in good faith to accommodate the need for such extensions of time so as to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement.

SECTION 9. REPLACEMENT FACILITY. The COUNTY is not under any obligation to provide a replacement location or facility to the CITY under any circumstances including, but not limited to the COUNTY'S determination that the Parking Garage is no longer needed, condemnation, substantial damage to the Parking Garage attributable to an act of God, explosion, fire, flood, wind, hurricane, tornado, sinkhole, substrate failure or any other form of natural or man made disaster. Notwithstanding the above, in the event the COUNTY exercises its option to repair, replace or reconstruct the Parking Garage, the Parties shall have the right to continue under the terms of this Agreement as before or to terminate at their sole option, without being liable for damages to the other Party.

SECTION 10. CONDEMNATION. In the event either the real property and improvements are taken by eminent domain, this Agreement automatically terminates as to the sharing of the condemned facilities as of the date title to the property vests in the condemning authority. In the event a portion of the subject property is taken by eminent domain so as to materially hinder effective use of the Antenna, related property and equipment by either or both of the Parties, either Party

shall have the right to terminate this Agreement, effective as of said date of title transfer, by giving the requisite notice to the other Party as provided elsewhere in this Agreement. In the event of any taking under the power of eminent domain, the Parties shall be entitled to any portion of the award paid for the taking relative to their respective ownership of the condemned property or improvements.

Section 11. SALE OF PROPERTY. In the event the real property and improvements are transferred or sold, this Agreement shall automatically terminate as to the sharing of transferred or sold facilities as of the date that title to the property vests in the purchaser/transferee. In the event a portion of the subject property is transferred or sold so as to materially hinder effective use of the Antenna, related property and equipment by the CITY, either Party shall have the right to terminate this Agreement effective as of said date of title transfer by giving four (4) months notice to the other Party.

SECTION 12. INDEMNIFICATION. Each Party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that Party and the officers, employees and agents thereof. The Parties further agree that nothing contained herein shall be construed or interpreted as denying to either Party any remedy or defense available to such party under the laws of the State of Florida, nor act as a waiver of sovereign immunity.

SECTION 13. INSURANCE. CITY shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from the use, misuse and/or reliability of the Antenna. The CITY is responsible for ensuring that subcontractors used for activities which are the subject of this Agreement list both Parties as additional insureds.

SECTION 14. NOTICE TO PARTIES. The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

John Drury, City Manager
201 East Main Street
Tavares, Florida 32778
Tele: _____

For COUNTY:

Department of Facilities Development & Management
Lake County Government
315 W. Main Street
P.O. Box 7800
Tavares, FL 32788
Tel. 352-742-6512

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used, a record of confirmation of receipt of such transmission must be maintained. Notice to a Party shall be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable, informal process with open discussions and a cooperative effort. Disputes shall be resolved in accordance with any dispute resolution agreements between the parties that may be in effect from time to time or pursuant to the provisions

of Chapter 164, Florida Statutes, "Governmental Disputes". The Parties agree not to pursue litigation on any matter that is the subject of this Agreement until they have exhausted all good faith attempts at alternative dispute resolution.

SECTION 16. GOVERNING LAW. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The Parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State and local laws, codes and regulations relating to the performance of this Agreement.

SECTION 17. INTERPRETATIONS. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The Parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the Parties occurs.

SECTION 18. FORCE MAJEURE. Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. Except as expressly provided elsewhere herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. ASSIGNMENT/THIRD PARTY BENEFICIARIES. Neither COUNTY

nor CITY shall assign, delegate or otherwise transfer its rights and obligations hereunder to any other Party without the prior written consent of the other Party. There are no third party beneficiaries to this Agreement.

SECTION 21. BINDING EFFECT. Subject to the provisions of Section 21, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the successors in interest, transferees and assigns of the Parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any Party.

SECTION 22. PUBLIC RECORDS. The Parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. Particular attention shall be given by both Parties as to section 119.071(3), Florida Statutes, exempting from disclosure any building plans, blueprints, schematic drawings and diagrams of certain publicly owned facilities, including "water treatment facilities" which shall not be disclosed by either Party. The Parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each Party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

SECTION 23. CONFLICTS OF INTEREST. The Parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or which would violate or cause others to violate the

provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government.

SECTION 24. INDEPENDENT CONTRACTORS. The Parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties, their employees, agents, subcontractors or assigns during or after the performance of this Agreement.

SECTION 25. SEVERABILITY. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions or impair the enforcement rights of the Parties, their successors and assigns.

SECTION 26. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction of interpretation hereof.

SECTION 27. ENTIRE AGREEMENT. This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary.

SECTION 28. EXHIBITS. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF TAVARES

CITY Clerk

By: _____
Mayor

Date: _____

Approved as to Form and
Legality:

City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

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

By: _____
Jennifer Hill, Chairman

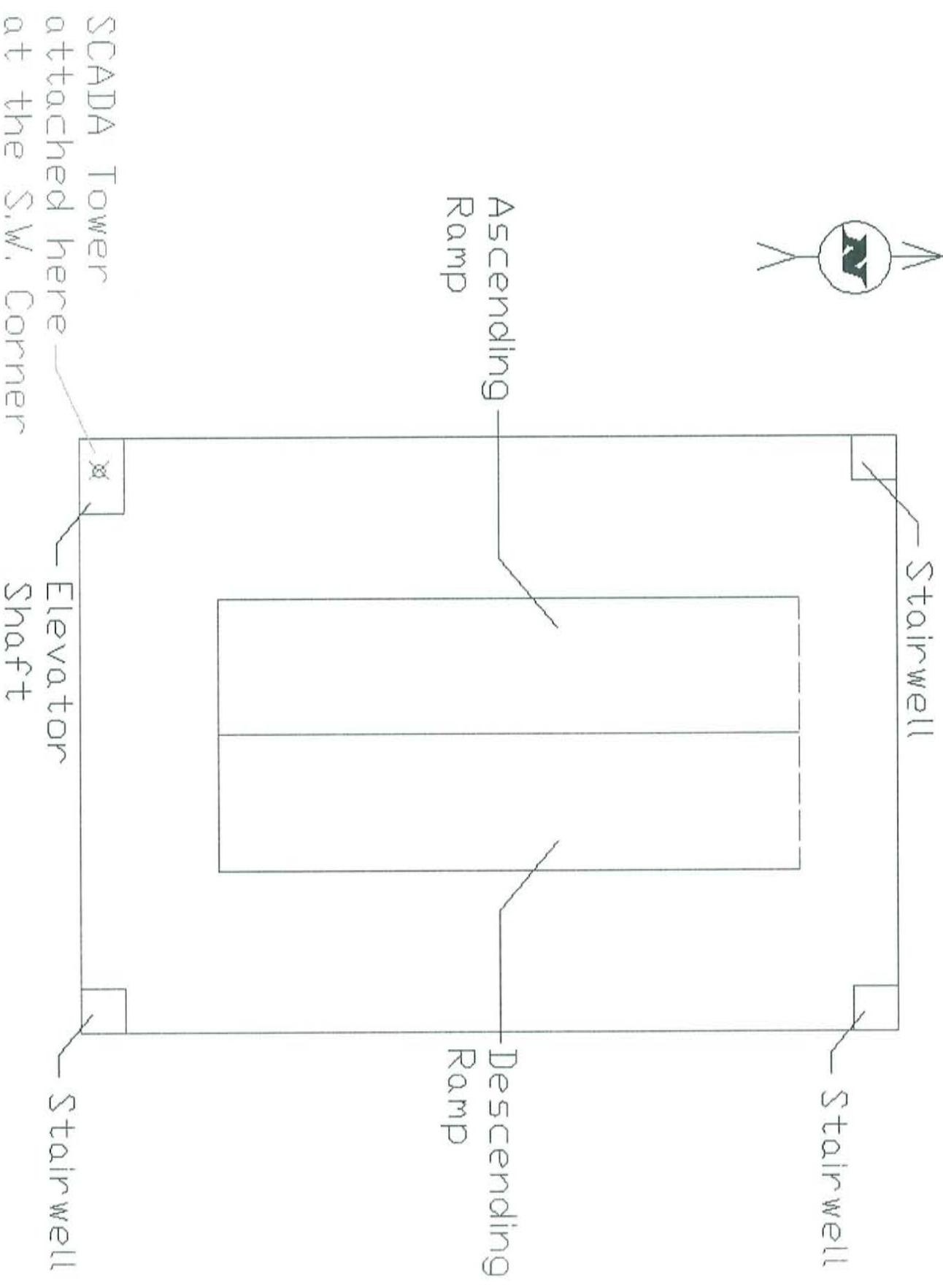
Date: _____

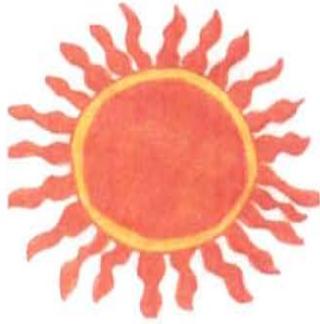
Approved as to form and
legal sufficiency

Sanford Minkoff
County Attorney

EXHIBIT A -SITE PLAN

LAKE COUNTY PARKING GARAGE





Sol Soluciones, Inc.
2764 NOBT #141
Orlando, Florida 32810

August 9, 2011

City of Tavares
20770 Woodlea Road
Tavares, FL 32778

Subject: Improving RF coverage of wastewater telemetry system
Attn: Gerald Blair

The topography of the general area in and around the City of Tavares makes it difficult for one master radio site to effectively cover the desired area. The water, trees, and natural attraction for residents to live amongst this beauty all contribute to the special needs of this community.

In order to separate a certain amount of RTU's onto a more robust connection it is desirable to use a tall centrally located parking structure. This site will allow about half of the traffic load to be put on another frequency plan in a direct mode effectively doubling the paths available.

At the top SW corner of the facility is where we would propose to put the equipment. It will be an RF relay station with no active RTU. As such it will be unobtrusive and blend in with the rooftop.

From a technical perspective the client will assemble two Transnet 900 radios in a 12 x 24 Stahlin enclosure with a null modem cable between them. A Meanwell AD155A power supply will draw from a one ton supply off an existing GFI circuit to power the radios and charge the Troy PS 1270 F1 battery for power outage situations. One radio will be designated as a new master and the other a remote pointed to the Woodlea master. The master radio will feed into a DB589Y omnidirectional antenna with a side mounted pole to extend it not more than nine feet above the roof line. At the base of this pole the

10 db yagi antenna for the remote radio will be mounted. The antenna system will feed into bulkhead surge suppressors mounted on the bottom of the Stahlin enclosure.

This site will allow for better operation and enhanced system design relating to the store and forward repeater stations that will also be utilized in other sections of the coverage area.

Charles R. Nunley
Vice President
Sol Soluciones, Inc.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011

AGENDA TAB NO. 3

SUBJECT TITLE: Governmental Accounting Standards Board Statement (GASB) Number 54 Implementation

OBJECTIVE:

To formally adopt GASB Statement No. 54 relating to Fund Balance Reporting and Government Fund Type Definitions

SUMMARY:

In February 2009, the Governmental Accounting Standards Board issued GASB Statement Number 54 which is intended to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be consistently applied by clarifying the existing government fund type definitions.

Statement 54 establishes Fund Balance classifications and provides a hierarchy for reporting fund balances based on constraints imposed on governmental fund resources.

Attached is a copy of the GASB Statement Number 54. The statement sets forth the following classifications and hierarchy for reporting fund balance amounts of the General Fund and Special Revenue Funds (only).

- *Restricted Fund Balance* – amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- *Committed Fund Balance* – amounts that can only be used for the specific purposes determined by a formal action of the government's highest level of decision making authority.
- *Assigned Fund Balance* – amounts intended to be used by the government for specific purposes, but do not meet the criteria to be classified as restricted for committed.
- *Unassigned Fund Balance* – includes all spendable amounts not contained in the other classifications of the General Fund. Other governmental funds (not enterprise funds, trust funds, etc.) should only report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

In order to meet GASB's "highest level decision criteria" as stipulated in GASB Statement 54 for CAFR Statement Reporting for Fiscal Year Ending September 30, 2011, Council should formally adopt and implement Statement 54 as a housekeeping measure.

OPTIONS:

Formally adopt GASB 54 Statement Number 54 as a housekeeping measure.

STAFF RECOMMENDATION:

A clean audit opinion requires implementation of GASB 54.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A



Summaries / Status

Summary of Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* (Issued 02/09)

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The initial distinction that is made in reporting fund balance information is identifying amounts that are considered *nonspendable*, such as fund balance associated with inventories. This Statement also provides for additional classification as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. The *committed* fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned. Governments are required to disclose information about the processes through which constraints are imposed on amounts in the committed and assigned classifications.

Governments also are required to classify and report amounts in the appropriate fund balance classifications by applying their accounting policies that determine whether restricted, committed, assigned, and unassigned amounts are considered to have been spent. Disclosure of the policies in the notes to the financial statements is required.

This Statement also provides guidance for classifying stabilization amounts on the face of the balance sheet and requires disclosure of certain information about stabilization arrangements in the notes to the financial statements.

The definitions of the general fund, special revenue fund type, capital projects fund type, debt service fund type, and permanent fund type are clarified by the provisions in this Statement. Interpretations of certain terms within the definition of the special revenue fund type have been provided and, for some governments, those interpretations may affect the activities they choose to report in those funds. The capital projects fund type definition also was clarified for better alignment with the needs of preparers and users. Definitions of other governmental fund types also have been modified for clarity and consistency.

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010. Early implementation is encouraged. Fund balance reclassifications made to conform to the provisions of this Statement should be applied retroactively by restating fund balance for all prior periods presented.

How the Changes in This Statement Will Improve Financial Reporting

The requirements in this Statement will improve financial reporting by providing fund balance categories and classifications that will be more easily understood. Elimination of the *reserved* component of fund balance in favor of a *restricted* classification will enhance the consistency between information reported in the government-wide statements and information in the governmental fund financial statements and avoid confusion about the relationship between reserved fund balance and restricted net assets. The fund balance classification approach in this Statement will require governments to classify amounts consistently, regardless of the fund type or column in which they are presented. As a result, an amount cannot be classified as restricted in one fund but unrestricted in another. The fund balance disclosures will give users information necessary to understand the processes under which constraints are

imposed upon the use of resources and how those constraints may be modified or eliminated. The clarifications of the governmental fund type definitions will reduce uncertainty about which resources can or should be reported in the respective fund types.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO. 4

SUBJECT TITLE: Resolution #2011-20 expressing the Intent to issue Tax Exempt Debt for the Pavilion Project, allowing for reimbursement of expenditures incurred.

OBJECTIVE:

To consider Resolution No. 2011-20 which establishes intent to issue Tax Exempt Debt and provides for the reimbursement of expenditures incurred for the Pavilion Project

SUMMARY:

On August 21, 2011, the City Council approved the Business Plan and Financing Plan for the Pavilion on the Lake Project which is the last component of the Tavares Seaplane Base & Marina Project. The Project will provide a significant revenue source for the Tavares Seaplane Base, and in addition it will provide an economic stimulus to the downtown waterfront.

The Plan approved by the City Council included a \$2 million dollar interfund loan from the Water/Wastewater Funds (*operations, impacts and renewal & replacement*) to complement remaining debt proceeds from the Wooton Park Project Capital Improvement Loan. The City will also continue to pursue a grant from the Lake County Tourist Development Council.

In order to allow the City to reimburse itself for costs that will be incurred for the project **should** the City decide to issue debt for repayment to the Water/Wastewater Fund, the City must establish "official intent" to issue tax exempt debt as required by United States Treasury Regulation Section 1.150-(2) (3).

The attached Resolution provides "official intent" and supports the City's due diligence requirements for interfund internal financing.

OPTIONS:

- 1) Approve and adopt Resolution Number 2011-20 which provides "official intent" of the City of Tavares to issue Tax Exempt debt for the Pavilion on the Lake Project should the City of Tavares decide to do so.

- 2) Do not approve and adopt Resolution Number 2011-20.

STAFF RECOMMENDATION:

Move to approve and adopt Resolution Number 2011-20 which provides "official intent" of the City of Tavares to issue Tax Exempt debt for the Pavilion on the Lake Project should the City of Tavares decide to do so.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Resolution No. 2011-20 has been prepared by the office of the City Attorney.

RESOLUTION NO. 2011-20

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF TAVARES, FLORIDA TO ISSUE TAX-EXEMPT DEBT TO ACQUIRE, CONSTRUCT AND EQUIP IMPROVEMENTS TO THE CITY'S DOWNTOWN WATERFRONT; EXPRESSING THE INTENT FOR PURPOSES OF COMPLIANCE WITH UNITED STATES TREASURY REGULATION SECTION 1.150-(2)(e) TO REIMBURSE WITH THE PROCEEDS OF SUCH TAX-EXEMPT FINANCING, EXPENDITURES MADE WITH RESPECT TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SUCH IMPROVEMENTS; PROVIDING FOR THE ISSUANCE BY THE CITY OF NOTES, BONDS OR OTHER OBLIGATIONS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,360,000 TO PAY THE COST OF SUCH PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tavares, Florida (the "City") is initiating the process to undertake certain improvements to the City's downtown waterfront area (the "Project"); and

WHEREAS, the City intends to finance the costs of such Project with the proceeds of its revenue bonds, notes or other obligations to be issued in the future in one or more series the interest on which is intended to be excludable from gross income for federal income tax purposes (the "Tax Exempt Financing"); and

WHEREAS, the City expects to initially pay certain costs of the Project with funds other than proceeds of the Tax Exempt Financing (the "Advanced Funds") and to reimburse itself for such expenditures with proceeds from the Tax Exempt Financing.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The City Council hereby finds, determines and declares as follows:

A. The City is authorized under law, including, without limitation, the Act, to issue the Tax Exempt Financing for the valid public purpose of paying the cost of the Project.

B. It is necessary, desirable, convenient and in the interest of the City that the Project be acquired, constructed, equipped and financed as contemplated in this Resolution.

C. The City intends to finance certain of the costs of the design, permitting, acquisition, construction, equipping and installation of the Project with the proceeds of its Tax Exempt Financing to be issued in the future.

D. The City expects to pay certain costs of the Project with Advanced Funds before the issuance of the Tax Exempt Financing.

SECTION 3. EXPRESSION OF INTENT. The City reasonably expects to use the proceeds of the Tax Exempt Financing to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-(2)(e) of the Income Tax Regulations promulgated by the United States Department of the Treasury.

SECTION 4. MAXIMUM AMOUNT OF DEBT. The maximum principal amount of the Tax Exempt Financing reasonably expected to be issued to finance the cost of the Project is \$3,360,000.

SECTION 5. FURTHER ACTION. The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Tax Exempt Financing as provided herein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Tavares, Florida on the ___ day of September, 2011.

THE CITY OF TAVARES, FLORIDA

(SEAL)

By: _____
Robert Wolfe, Mayor

ATTEST:

Nancy A. Barnett, City Clerk

Approved as to Form:

Robert Q. Williams, City Attorney

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO. 5

SUBJECT TITLE: Request to Hold "Close Your Eyes" Program at City Hall in Recognition of White Cane Safety Day

OBJECTIVE:

To consider a request from New Vision for Independence, a not for profit agency that provides vision impairment training and services, to hold a one hour program in front of City Hall on October 18, 2011 from 9:00 a.m. to 10:00 a.m.

SUMMARY:

New Vision for Independence has submitted a letter requesting that the City allow the agency to have a one hour program in front of City Hall to promote awareness of the visually impaired in recognition of White Cane Safety Day which is October 15, 2011. New Vision serves Lake and Sumter Counties in providing training with basic skills to adults who have had vision loss. This event was last held in Tavares on October 2, 2008 (see attached newspaper article). Council will be invited to participate in the event. The agency anticipates about 20 people will be in attendance.

OPTIONS:

- 1) Approve the use of the front of City Hall on October 18, 2011 from 9:00 to 10:00 a.m. to hold the "Close Your Eyes" program and provide two tables and chairs as needed.
- 2) Do not approve the event.

STAFF RECOMMENDATION:

For Council consideration.

FISCAL IMPACT:

Not applicable

LEGAL SUFFICIENCY:

Legally sufficient.



“Vision Impairment Services In Our Neighborhood”

Lake-Sumter Community College, 9501 US Hwy 441, Leesburg, FL 34788
Phone: 352-435-5040 • Fax: 352-435-6303 • E-mail: info@newvisionfl.org
Website: www.newvisionfl.org

September 9, 2011

Every year since 1964, October 15 has been designated as White Cane Safety Day to recognize the contributions of Americans who are blind or have low vision:

“ All Americans deserve the freedom to participate in every aspect of our society and pursue their full measure of happiness. For blind Americans, the white cane is a potent symbol of that freedom—affording them greater independence and mobility. Today we renew our commitment to provide full inclusion and equal opportunities for those among us who are blind or have low vision. As Americans, we must nurture a society that values the unique abilities and individual contributions of all its people. {President Obama’s 2010 Proclamation} ”

The proclamation calls upon all Americans to celebrate October 15 and the achievements of Americans with visual impairments. New Vision for Independence, a non-profit organization serving the visually impaired and blind in Lake and Sumter counties and The Villages, is planning events to promote awareness in the community. Last year the City of Eustis hosted a “Close Your Eyes” event in front of City Hall. Eustis also issued a public proclamation for White Cane Safety Day. The inaugural Close Your Eyes event was held in front of Tavares City Hall.

In an effort to raise awareness in various locations in Lake & Sumter Counties, this year New Vision would like to offer another Close Your Eyes program in Tavares. This event is expected to last just over one hour. In that short time, attendees will have an opportunity to support the White Cane Safety Day proclamation and acquire first-hand knowledge of the abilities of persons who are blind or visually impaired.

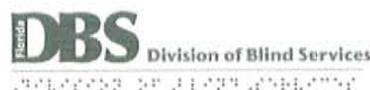
We are planning these events during the second week of October. Attendance will be limited to 22. City and county commissioners, state representatives, and other community leaders and representatives will be invited to participate. All we need is permission to set up 1 or 2 information tables outside of Tavares City Hall. After a brief welcome and instruction attendees will be paired off. One of each pair will be blindfolded and given a task to complete within the local business district (ex. “go the Lake County Records Office and obtain a passport application”). Then the participants will return to City Hall to wrap-up the experience.

Please contact me regarding this opportunity for Tavares and the public to participate in the Close Your Eyes awareness experience.

Sincerely,

Bebe Chudeusz, Orientation & Mobility Specialist
New Vision for Independence
352-435-5040

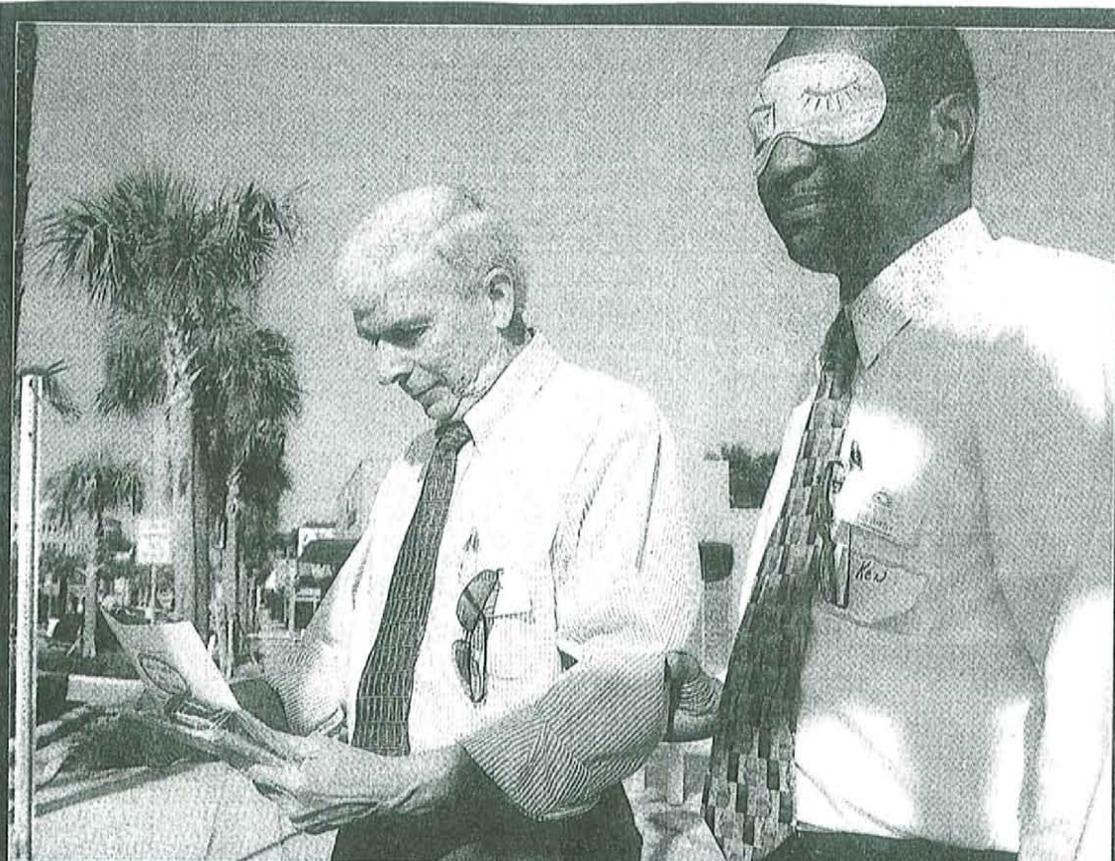
Thank you to our funding partners:



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KERI RASMUSSEN / DAILY COMMERCIAL

David Hope, left, guides Ken Harley simulating the difficulties of using public transportation for the blind during a demonstration by New Vision for Independence, Inc. at Tavares City Hall on Thursday.

Seeing as the blind do

"The public has a hard time understanding vision loss. It's not black and white."

Bebe Chadeuz

DAVID DONALD
Staff Writer

Honey Brown could not see through the blindfold covering her eyes.

Latched tightly to Judy Buckland's arm, Buckland guided a temporarily blinded Brown down the sidewalk to the barbershop on Main Street.

"I can't see, and I'm trusting Judy where I'm going," Brown said. "This is really different."

Their mission: Find out how much a haircut costs and grab a coupon book on the way out, then switch places and return to the plaza in front of city hall.

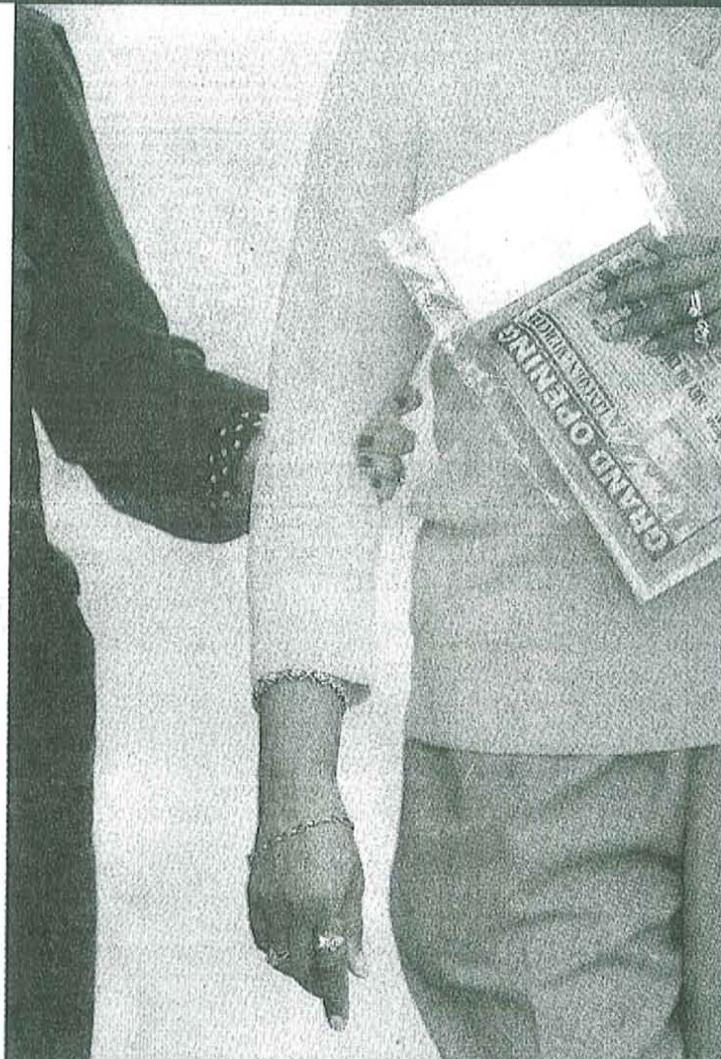
"It's disorienting," said Buckland, as she now entrusted her life to Brown. "It's as if you might drop off the Earth."

Brown and Buckland participated in a demonstration, along with a dozen others, about vision loss and blindness on Thursday presented by New Life for Independence as part of Vision Awareness Month.

"The public has a hard time understanding vision loss," said Bebe Chadeuz, executive director of New Vision. "It's not black and white."

There are more than 6.3 million adults in the U.S. with vision impairment or blindness, Chadeuz said. Of those adults, 12,980 are in Lake and Sumter Counties, according to statistics from New Vision.

New Vision is a nonprofit organization dedicated to teaching adults how to adapt to their vision loss and blindness by reintroducing skills including writing a check, crossing the street, dialing a



KERI RASMUSSEN / DAILY COMMERCIAL

Judy Buckland, left, takes hold of Honey Brown's arm during a demonstration by New Vision for Independence Inc. at Tavares City Hall on Thursday.

phone or pouring a hot cup of coffee.

Chadeuz walked the participants through the various visual impairments that affect adults, from macular degeneration to retina detachment to cataracts.

Then she called on a volunteer to help her demonstrate the proper way to guide someone who can't see very well while walking.

The group split into teams of two who were given a specific task to conquer while blindfolded. One group walked to Wootton park to make a phone call or buy a soda from a vending machine, while others bought a newspaper or caught a ride on LakeXpress.

Each of the participants

See **BLINDNESS, A2**

BLIND

From A1

received a shirt that stated, "I walked the walk blindfolded, Close your eyes for new vision."

"This is really important getting the word out," said Buckland, who works for Lake County Library Services.

Chadeuz said she's trying to inform the community about the services New Vision offers. On Oct. 11, New Vision is hosting the 2nd Annual New Vision Walk for Independence to raise money to support educational rehabilitation classes.

"If you have vision loss, it just doesn't affect you," said Chadeuz. "It affects your friends and your family."

For information about the walk call 435-5040.



Raelynn Poole, Disabilities Manager for Lake-Sumter Community College, wears goggles to simulate vision loss during a demonstration by Bebe Chudeusz, Executive Director for New Vision for Independence, Inc. at Tavares City Hall on Thursday, October 2, 2008.



David Hope, left, guides Ken Harley simulating the difficulties of using public transportation for the blind during a demonstration by New Vision for Independence, Inc. at Tavares City Hall on Thursday, October 2, 2008.



Judy Buckland, left, takes hold of Honey Brown's arm during a demonstration by New Vision for Independence, Inc. at Tavares City Hall on Thursday, October 2, 2008.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO. 6

SUBJECT TITLE: Resolution #2011-18 - Public Hearing to Adopt the Final Millage Rate for Fiscal Year 2012

OBJECTIVE:

To receive public input and consider the approval and adoption of Resolution 2011-18 to Adopt the Final Millage Rate for Fiscal Year 2012.

SUMMARY:

The adopted Tentative Budget for the General Fund is based on the following assumptions and details:

- Ad valorem millage rate of 6.89 mills which is 10.07% less than the rollback rate of 7.6618 mills.
- An assessed taxable property value of \$624,303,974 which is a decrease of 7.89% from the prior year.
- No Cost of Living increases for employees (CPI as of March 2011 = 2.7)
- No Merit increases for employees.
- FRS employer contributions are budgeted at blended rates as rates increase effective July 1, 2012 (5.331% *Regular Class* & 8.838% *Senior Management Class*).
- Staffing level decreases – do not fund 2 positions (GIS Technician, Police Officer)
- Fire Pension contribution rate decrease from 22% to 21.1%.
- Police Pension contribution rate remains unchanged at 21.2%.
- Health insurance increases budgeted at blended rate of 7% (*assumes 50% participation in new health plan*).
- Employees will pay 50% of premium cost for family health coverage.
- Employees will pay 50% of premium increases for health insurance.
- Proposed budget includes capital lease for a VOIP Phone System for telephone expenditure savings.
- Proposed Budget includes capital lease for purchase of replacement solid waste automated truck.
- Proposed Budget includes capital lease for purchase of replacement street sweeper.
- Proposed Budget includes sponsorship for the Renaissance Faire in the General Fund in the amount of \$4,000.
- Workers' compensation rate increase of 5%.

- General liability rate increase of 5%.
- Push capital replacements until the following year.
- Fund only operational costs critical to the service delivery mission
- Maintain a similar level of service.
- Reserve appropriations of \$415,445 (based on 6.89 mills, includes \$4,000 for Renaissance Faire, additional revenues anticipated from CST Tax and Municipal Revenue Sharing, VOIP Capital Lease proceeds and offsetting expenditure)
- The General Fund proposed Reserve Fund Balance is proposed at \$1,270,871 or 10.95%.

Previously the City Council discussed the Proposed Fiscal Year 2012 Budget at the following public meetings:

- February 16th – City Council Meeting – City Council discussed broad budget goals
- March 2nd – City Council Meeting - Council set broad budget goals
- July 13th - City Council Meeting - Draft Budget Presentation to Council
- July 20th – City Council Budget Workshop
- July 27th - City Council Budget Workshop to Set Maximum Millage for TRIM Notice
- August 3th – City Council Budget Workshop
- August 17th – City Council Budget Workshop
- September 7th – City Council Meeting – Tentative Budget Public Hearing

At the September 7th City Council Meeting the City Council set the Tentative Millage Rate of 6.89 mills and approved Resolution 2011-18. In addition the City Council approved the Tentative budget based on 6.89 mills and adopted Resolution 2011-19. The General Fund Final Budget, Resolution 2011-19, has been adjusted to \$11,609,511 to reflect the millage rate of 6.89 mills and to include the identified items listed below and also shown in the following tables.

- 1) Include debt service proceeds and capital purchase to accurately reflect capital lease for VOIP system. The debt service for this item was included in the proposed budget, but the lease proceeds and corresponding expenditure was inadvertently excluded.
- 2) Reflect Ad Valorem Tax Revenue at 6.89 mills.
- 3) Include additional revenue for CST Service Tax and Municipal Revenue Sharing Revenue to reflect adjustments posted by the State of Florida in the prior week.

In addition changes have been made to Police Impact Fund, TIF Fund, Grant Fund, Water/Wastewater Fund, Solid Waste Fund, Stormwater Fund and the Seaplane Base Fund as shown below and shown in the following tables.

- 4) Include debt service proceeds and capital purchases associated with debt service for Capital Leases included in the draft budgets for automated garbage truck and street sweeper.
- 5) The Federal EOC Grant and Grant Match for the Public Safety Complex.
- 6) Florida Boating Improvement Grant for Boat Docks at Tavares Recreational Park.
- 7) Additional supplies and equipment for the Water/Wastewater Lab.
- 8) Move the Renaissance Faire from the Seaplane Base Fund to the General Fund.

**ADJUSTMENTS to GENERAL FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - General Fund | Account Number | |
|---|---------------------------------|----------------------|
| Communication Service Tax Revenue | ² 001-0000-315-00-00 | 6,422 |
| Municipal Revenue Sharing Revenue | ² 001-0000-335-12-00 | 12,915 |
| Debt Proceeds - Capital Lease for VOIP | ¹ 001-0000-384-20-00 | 87,043 |
| Reserve Appropriations | ² 001-0000-389-90-00 | (19,337) |
| Total Revenue Adjustments | | 87,043 |
| EXPENDITURE APPROPRIATIONS - General Fund | | |
| Adjust for Capital Purchase - VOIP System | ¹ 001-1203-512-64-15 | 87,043 |
| Adjust for Renaissance Faire | ³ 001-1203-512-81-10 | 4,000 |
| Adjust Transfer to Seplane Base (Reniassance Faire) | ³ 001-1203-512-91-08 | (4,000) |
| Total Appropriation Expenditure Adjustments | | 87,043 |
| Original Proposed General Fund Budget for 2012 | | 11,522,468 |
| Adjustments as provided | | 87,043 |
| Final Budget for 2012 as presented 9-21-2011 | | \$ 11,609,511 |

¹ Adjust budget to include debt proceeds and purchase of VOIP Equipment - VOIP Debt Service was included, but this was inadvertently left out. - net effect is zero. Lease proceeds = equipment expenditures

² Adjust for additional revenue due to adjusted state estimates- reduces reserve appropriations from \$434,160 to \$390,059

³ Adjust to include Renaissance Fair in General Fund which reduces transfers to Seaplane Base Fund

**ADJUSTMENTS for POLICE IMPACT FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Police Impact Fund | Account Number | |
|---|---------------------------------|--------------------------|
| Grant Match for Public Safety Facility | ¹ 110-0000-389-90-00 | 110,000 |
| Total Revenue Adjustments | | <u>110,000</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Grant Fund | | |
| Public Safety Facility - Grant Match | ¹ 110-2101-521-64-25 | 110,000 |
| Total Appropriation Expenditure Adjustments | | <u>110,000</u> |
| Original Proposed Budget for Police Impact Fund | | 10,000 |
| Adjustments as provided | | 110,000 |
| Final Budget for Police Impact Fund 2012 as presented 9-21-2011 | | <u>\$ 120,000</u> |

¹ Adjust budget to include grant match for Public Safety Federal Grant

**ADJUSTMENTS for GRANT FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Grant Fund | Account Number | |
|---|---------------------------------|--------------------------|
| Federal Grant - EOC Revenue | ¹ 151-0000-331-25-12 | 500,000 |
| Florida Boating Improvement Grant Revenue | ¹ 151-0000-334-70-05 | 53,500 |
| Total Revenue Adjustments | | <u>553,500</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Grant Fund | | |
| Public Safety Facility - Design & Construction | ¹ 151-2201-522-64-25 | 500,000 |
| Dock Improvements - Boating Grant | ¹ 151-7201-572-63-80 | 53,500 |
| Total Appropriation Expenditure Adjustments | | <u>553,500</u> |
| Original Proposed Grant Fund Budget for 2012 | | 250,000 |
| Adjustments as provided | | 553,500 |
| Final Budget for Grant Fund 2012 as presented 9-21-2011 | | <u>\$ 803,500</u> |

¹ Adjust budget to include additional Grants awarded for FY 2012

**ADJUSTMENTS to WATER/WASTEWATER FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Water/Wastewater | Account Number | |
|---|----------------------|---------------------|
| Retained Earnings Appropriations | 1 401-0000-389-90-01 | 10,585 |
| Total Revenue Adjustments | | 10,585 |
| EXPENDITURE APPROPRIATIONS - Water/Wastewater Fund | | |
| Lab Supplies (microscope slides, dye, & chemicals) | 2 401-3503-535-52-75 | 2,085 |
| New Equipment (grease analyzer) | 3 405-3503-535-64-15 | 8,500 |
| Total Appropriation Expenditure Adjustments | | 10,585 |
| Original Proposed Water/Wastewater Fund Budget for 2012 | | 6,504,203 |
| Adjustments as provided | | 10,585 |
| Final Budget for Water/Wastewater 2012 as presented 9-21-2011 | | \$ 6,514,788 |

¹ Adjust for additional reserve appropriations to offset additional expenditure request

² Adjust for additional lab supplies

³ Adjust for new equipment needed for the lab

**ADJUSTMENTS for SOLID WASTE FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Solid Waste Fund | Account Number | |
|--|----------------------|---------------------|
| Capital Lease Proceeds - Sanitation Truck | 1 402-0000-384-20-00 | 262,811 |
| Total Revenue Adjustments | | 262,811 |
| EXPENDITURE APPROPRIATIONS - Solid Waste Fund | | |
| Equip Replacement (Sanitation Truck purchased under Capital Lease) | 2 402-3401-534-64-11 | 262,811 |
| Total Appropriation Expenditure Adjustments | | 262,811 |
| Original Proposed Solid Waste Fund Budget for 2012 | | 2,458,390 |
| Adjustments as provided | | 262,811 |
| Final Budget for Solid Waste Fund 2012 as presented 9-21-2011 | | \$ 2,721,201 |

¹ Adjust budget to include debt proceeds and purchase of Sanitation Truck - Debt Service for this item was included in the draft budget

**ADJUSTMENTS for STORMWATER FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Stormwater Fund | Account Number | |
|---|----------------------|-------------------|
| Capital Lease Proceeds - Street Sweeper | 1 403-0000-384-20-00 | 250,000 |
| Total Revenue Adjustments | | 250,000 |
| EXPENDITURE APPROPRIATIONS - Stormwater Fund | | |
| Equip Replacement (Street Sweeper purchase under Capital Lease) | 2 403-3801-538-64-11 | 250,000 |
| Total Appropriation Expenditure Adjustments | | 250,000 |
| Original Proposed Stormwater Fund Budget for 2012 | | 488,248 |
| | | 250,000 |
| Final Budget for Stormwater Fund 2012 as presented 9-21-2011 | | \$ 738,248 |

¹ Adjust budget to include debt proceeds and purchase of street sweeper - Debt Service for this item was included in the draft budget

The average value of a home in Tavares is \$125,000. This equates to a \$516.75 annual or \$43.06 monthly City tax payment for a homesteaded home ($\$125,000 - \$50,000 / 1000 \times 6.95$).

The General fund does not include those items that were "cut" from the draft budget as identified on "Exhibit A". The other fund budgets are as follows:

1. Water/Wastewater/Reclaim \$6,514,788
2. Solid Waste/Garbage \$2,721,201
3. Stormwater \$738,248
4. Seaplane Base \$564,639

At the Council's August 3rd Budget Workshop, Council reviewed and discussed the budgets of the various funds, and staff was asked to move the \$4,000 contribution to Renaissance Faire from the Seaplane Base Promotional Activities to the General Fund Community Grants expenditure line item. The Final Budget reflects this change.

OPTIONS:

1. Take Public input and adopt the Final Millage Rate for Fiscal Year 2012 as reflected in Resolution 2011-18.
2. Take Public input and adopt Resolution Number 2011-18 to reflect revisions to the Final Millage Rate.

STAFF RECOMMENDATION:

Take public input and move to adopt the Final Millage Rate for Fiscal Year 2012 of 6.89 mills as reflected in Resolution No. 2011- 18.

FISCAL IMPACT: At this point all budgets are balanced. Changes to the Millage Rate will require revisions to the Final Budget.

RESOLUTION 2011- 18

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 6.95 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2011-2012; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS LESS THAN THE "ROLLED-BACK" RATE.

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

WHEREAS, the City of Tavares of Lake County, Florida on September 7, 2011, adopted the 2011-2012 Fiscal Year Tentative Millage Rate following a public hearing as required by Florida Statute 200.065.

WHEREAS, the City of Tavares of Lake County, Florida, following due public notice as required by law, held a second public hearing on September 21, 2011, as required by Florida Statute 200.065 on the 2011-2012 Millage Rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as \$624,303,974.

NOW THEREFORE, BE IT RESOLVED by the City of Tavares of Lake County, Florida, that:

1. The City of Tavares Fiscal Year 2011-2012 operating millage rate to be levied is hereby set at 6.89 mills, which millage rate is less than the rolled back rate of 7.6618 by 10.07%.
2. The voted debt service millage is 0.00.
3. This Resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 21st day of September 2011, by the City Council of the City of Tavares, Florida. Time Adopted:_____.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

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

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO. 7

SUBJECT TITLE: Resolution #2011-19 - Public Hearing to Adopt the Final Budget for FY 2012

OBJECTIVE:

To receive public input and consider the approval and adoption of Resolution 2011-19 to Adopt the Final Budget for Fiscal Year 2012.

SUMMARY:

The adopted Tentative Budget for the General Fund is based on the following assumptions and details:

- Ad valorem millage rate of 6.89 mills which is 10.07% less than the rollback rate of 7.6618 mills.
- An assessed taxable property value of \$624,303,974 which is a decrease of 7.89% from the prior year.
- No Cost of Living increases for employees (CPI as of March 2011 = 2.7)
- No Merit increases for employees.
- FRS employer contributions are budgeted at blended rates as rates increase effective July 1, 2012 (5.331% *Regular Class* & 8.838% *Senior Management Class*).
- Staffing level decreases – do not fund 2 positions (GIS Technician, Police Officer).
- Fire Pension contribution rate decrease from 22% to 21.1%.
- Police Pension contribution rate remains unchanged at 21.2%.
- Health insurance increases budgeted at blended rate of 7% (*assumes 50% participation in new health plan*).
- Employees will pay 50% of premium cost for family health coverage.
- Employees will pay 50% of premium increases for health insurance.
- Proposed budget includes capital lease for a VOIP Phone System for telephone expenditure savings.
- Proposed Budget includes capital lease for purchase of replacement solid waste automated truck.
- Proposed Budget includes capital lease for purchase of replacement street sweeper.
- Proposed Budget includes sponsorship for the Renaissance Faire in the General Fund in the amount of \$4,000.
- Workers' compensation rate increase of 5%.

- General liability rate increase of 5%.
- Push capital replacements until the following year.
- Fund only operational costs critical to the service delivery mission.
- Maintain a similar level of service.
- Reserve appropriations of \$415,445 (based on 6.89 mills, includes \$4,000 for Renaissance Faire, additional revenues anticipated from CST Tax and Municipal Revenue Sharing, VOIP Capital Lease proceeds and offsetting expenditure).
- The General Fund proposed Reserve Fund Balance is proposed at \$1,270,871 or 10.95%.

Previously the City Council discussed the proposed Fiscal Year 2012 Budget at the following public meetings:

- February 16th – City Council Meeting – City Council discussed broad budget goals
- March 2nd – City Council Meeting - Council set broad budget goals
- July 13th - City Council Meeting - Proposed Budget Presentation to Council
- July 20th – City Council Budget Workshop
- July 27th - City Council Budget Workshop to Set Maximum Millage for TRIM Notice
- August 3th – City Council Budget Workshop
- August 17th – City Council Budget Workshop
- September 7th – City Council Meeting – Tentative Budget Public Hearing

At the September 7th City Council Meeting and Tentative Budget Public Hearing, the City Council set the tentative maximum millage rate at 6.89 mills. The General Fund Final Budget, Resolution 2011-19 has been adjusted to \$11,609,511 to reflect the millage rate of 6.89 mills and to include the identified items listed below and also shown in the following tables.

- 1) Include debt service proceeds and capital purchase to accurately reflect capital lease for VOIP system. The debt service for this item was included in the proposed budget, but the lease proceeds and corresponding expenditure was inadvertently excluded. .
- 2) Reflect Ad Valorem Tax Revenue at 6.89 mills
- 3) Include additional revenue for CST Service Tax and Municipal Revenue Sharing Revenue to reflect adjustments posted by the State of Florida in the prior week.

In addition changes have been made to Police Impact Fund, TIF Fund, Grant Fund, Water/Wastewater Fund, Solid Waste Fund, Stormwater Fund and the Seaplane Base Fund as shown below and shown in the following tables.

- 4) Include debt service proceeds and capital purchases associated with debt service for Capital Leases included in the proposed budgets for automated garbage truck and street sweeper.
- 5) The Federal EOC Grant and Grant Match for the Public Safety Complex
- 6) Florida Boating Improvement Grant for Boat Docks at Tavares Recreational Park
- 7) Additional supplies and equipment for the Water/Wastewater Lab
- 8) Move the Renaissance Faire from the Seaplane Base Fund to the General Fund.

**ADJUSTMENTS to GENERAL FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - General Fund | Account Number | |
|---|----------------------|----------------------|
| Communication Service Tax Revenue | 2 001-0000-315-00-00 | 6,422 |
| Municipal Revenue Sharing Revenue | 2 001-0000-335-12-00 | 12,915 |
| Debt Proceeds - Capital Lease for VOIP | 1 001-0000-384-20-00 | 87,043 |
| Reserve Appropriations | 2 001-0000-389-90-00 | (19,337) |
| Total Revenue Adjustments | | 87,043 |
| EXPENDITURE APPROPRIATIONS - General Fund | | |
| Adjust for Capital Purchase - VOIP System | 1 001-1203-512-64-15 | 87,043 |
| Adjust for Renaissance Faire | 3 001-1203-512-81-10 | 4,000 |
| Adjust Transfer to Seplane Base (Reniassance Faire) | 3 001-1203-512-91-08 | (4,000) |
| Total Appropriation Expenditure Adjustments | | 87,043 |
| Original Proposed General Fund Budget for 2012 | | 11,522,468 |
| Adjustments as provided | | 87,043 |
| Final Budget for 2012 as presented 9-21-2011 | | \$ 11,609,511 |

¹ Adjust budget to include debt proceeds and purchase of VOIP Equipment - VOIP Debt Service was included, but this was inadvertently left out. - net effect is zero. Lease proceeds = equipment expenditures

² Adjust for additional revenue due to adjusted state estimates- reduces reserve appropriations from \$434,160 to \$390,059

³ Adjust to include Renaissance Fair in General Fund which reduces transfers to Seaplane Base Fund

**ADJUSTMENTS for POLICE IMPACT FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - POLICE IMPACT Fund | Account Number | |
|---|---------------------------------|--------------------------|
| Grant Match for Public Safety Facility | ¹ 110-0000-389-90-00 | 110,000 |
| Total Revenue Adjustments | | <u>110,000</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Grant Fund | | |
| Public Safety Facility - Grant Match | ¹ 110-2101-521-64-25 | 110,000 |
| Total Appropriation Expenditure Adjustments | | <u>110,000</u> |
| Original Proposed Police Impact Fund Budget for 2012 | | 10,000 |
| Adjustments as provided | | 110,000 |
| Final Budget for Police Impact Fund 2012 as presented 9-21-2011 | | <u>\$ 120,000</u> |

¹ Adjust budget to include grant match for Public Safety Federal Grant

**ADJUSTMENTS for GRANT FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Grant Fund | Account Number | |
|---|---------------------------------|--------------------------|
| Federal Grant - EOC Revenue | ¹ 151-0000-331-25-12 | 500,000 |
| Florida Boating Improvement Grant Revenue | ¹ 151-0000-334-70-05 | 53,500 |
| Total Revenue Adjustments | | <u>553,500</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Grant Fund | | |
| Public Safety Facility - Design & Construction | ¹ 151-2201-522-64-25 | 500,000 |
| Dock Improvements - Boating Grant | ¹ 151-7201-572-63-80 | 53,500 |
| Total Appropriation Expenditure Adjustments | | <u>553,500</u> |
| Original Proposed Grant Fund Budget for 2012 | | 250,000 |
| Adjustments as provided | | 553,500 |
| Final Budget for Grant Fund 2012 as presented 9-21-2011 | | <u>\$ 803,500</u> |

¹ Adjust budget to include additional Grants awarded for FY 2012

**ADJUSTMENTS to WATER/WASTEWATER FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Water/Wastewater | Account Number | |
|---|----------------------|----------------------------|
| Retained Earnings Appropriations | 1 401-0000-389-90-01 | <u>10,585</u> |
| Total Revenue Adjustments | | <u>10,585</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Water/Wastewater Fund | | |
| Lab Supplies (microscope slides, dye, & chemicals) | 2 401-3503-535-52-75 | <u>2,085</u> |
| New Equipment (grease analyzer) | 3 405-3503-535-64-15 | <u>8,500</u> |
| Total Appropriation Expenditure Adjustments | | <u>10,585</u> |
| Original Proposed Water/Wastewater Fund Budget for 2012 | | 6,504,203 |
| Adjustments as provided | | <u>10,585</u> |
| Final Budget for Water/Wastewater 2012 as presented 9-21-2011 | | <u>\$ 6,514,788</u> |

¹ Adjust for additional reserve appropriations to offset additional expenditure request

² Adjust for additional lab supplies

³ Adjust for new equipment needed for the lab

**ADJUSTMENTS for SOLID WASTE FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Solid Waste Fund | Account Number | |
|--|----------------------|----------------------------|
| Capital Lease Proceeds - Sanitation Truck | 1 402-0000-384-20-00 | <u>262,811</u> |
| Total Revenue Adjustments | | <u>262,811</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Solid Waste Fund | | |
| Equip Replacement (Sanitation Truck purchased under Capital Lease) | 2 402-3401-534-64-11 | <u>262,811</u> |
| Total Appropriation Expenditure Adjustments | | <u>262,811</u> |
| Original Proposed Solid Waste Fund Budget for 2012 | | 2,458,390 |
| Adjustments as provided | | <u>262,811</u> |
| Final Budget for Solid Waste Fund 2012 as presented 9-21-2011 | | <u>\$ 2,721,201</u> |

¹ Adjust budget to include debt proceeds and purchase of Sanitation Truck - Debt Service for this item was included in the draft budget

**ADJUSTMENTS for STORMWATER FUND DRAFT BUDGET
FOR TENTATIVE BUDGET AMOUNT**

| REVENUES - Stormwater Fund | Account Number | |
|---|----------------------|--------------------------|
| Capital Lease Proceeds - Street Sweeper | 1 403-0000-384-20-00 | <u>250,000</u> |
| Total Revenue Adjustments | | <u>250,000</u> |
| | | |
| EXPENDITURE APPROPRIATIONS - Stormwater Fund | | |
| Equip Replacement (Street Sweeper purchase under Capital Lease) | 2 403-3801-538-64-11 | <u>250,000</u> |
| Total Appropriation Expenditure Adjustments | | <u>250,000</u> |
| Original Proposed Stormwater Fund Budget for 2012 | | 488,248 |
| Adjustments as provided | | <u>250,000</u> |
| Final Budget for Stormwater Fund 2012 as presented 9-21-2011 | | <u>\$ 738,248</u> |

¹ Adjust budget to include debt proceeds and purchase of street sweeper - Debt Service for this item was included in the draft budget

The average value of a home in Tavares is \$125,000. This equates to a \$516.75 annual or \$43.06 monthly City tax payment for a homesteaded home ($\$125,000 - \$50,000 / 1000 \times 6.95$).

The General fund does not include those items that were "cut" from the proposed budget as identified on "Exhibit A". The other fund budgets are as follows:

1. Water/Wastewater/Reclaim \$6,514,788
2. Solid Waste/Garbage \$2,721,201
3. Stormwater \$738,248
4. Seaplane Base \$564,639

At the Council's August 3rd Budget Workshop, Council reviewed and discussed the budgets of the various funds, and staff was asked to move the \$4,000 contribution to Renaissance Faire from the Seaplane Base Promotional Activities to the General Fund Community Grants expenditure line item. The Final Budget reflects this change.

OPTIONS:

1. Take Public input and adopt the Final Budget for Fiscal Year 2012 as reflected in Resolution 2011-19.
2. Take Public input and adopt Resolution Number 2011-19 to reflect additional revisions to the Final Budget.

STAFF RECOMMENDATION:

Take public input and move to adopt the Final Budget for Fiscal Year 2012 as reflected in Resolution No. 2011-19.

FISCAL IMPACT: At this point all budgets are balanced. Changes will require revisions to the Final Budget.

RESOLUTION 2011- 19

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR
THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL
YEAR 2011-2012.**

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

WHEREAS, a public hearing on the proposed 2011-2012 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on September 7, 2011, at 5:05 p.m., as required by Florida Statutes 200.065; and

WHEREAS, the general public was given an opportunity to express its views pertaining to the proposed budget, and

WHEREAS, the City Council approved the tentative budget for 2011-2012, and

WHEREAS, a second public hearing on the proposed 2011-2012 budget was held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on September 21, 2011, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2011-2012 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of \$31,503,654, at public hearing this 21st day of September, 2011.

| Fund Name | Fund Number | Estimated Revenues | Reserve Appropriations or (Non-Appropriated Revenues) | Estimated Appropriations |
|-------------------------------|-------------|----------------------|---|--------------------------|
| General Fund | 001 | \$ 11,194,066 | \$ 415,445 | \$ 11,609,511 |
| Water/Wastewater Utility | 401 | 6,966,223 | (451,435) | 6,514,788 |
| Water/Wastewater Impacts | 441 | - | 300,000 | 300,000 |
| W/WW RR&I Fund | 443 | 300,000 | (150,000) | 150,000 |
| SRF Construction Fund | 444 | 4,844,660 | - | 4,844,660 |
| W/WW SRF Loan | 445 | 898,785 | - | 898,785 |
| Solid Waste | 402 | 2,721,201 | - | 2,721,201 |
| Stormwater | 403 | 738,248 | - | 738,248 |
| Seaplane Base Fund | 405 | 564,639 | - | 564,639 |
| Police Education | 102 | 2,025 | (525) | 1,500 |
| Police Automation | 103 | - | - | - |
| Community Redevelopment | 105 | 180,766 | (182) | 180,584 |
| Special Events | 106 | - | - | - |
| Police Impacts | 110 | - | 120,000 | 120,000 |
| Fire Impacts | 111 | - | 105,000 | 105,000 |
| Forfeiture Fund | 112 | - | - | - |
| Park Impacts | 114 | - | - | - |
| Infrastructure Sales Tax | 150 | 1,059,387 | 290,441 | 1,349,828 |
| Grant Fund | 151 | 803,500 | - | 803,500 |
| Debt Service Fund | 201 | 268,083 | - | 268,083 |
| Capital Project Fund | 301 | - | - | - |
| Dental Insurance Fund | 501 | - | - | - |
| Municipal Police Pension | 601 | 706,378 | (558,844) | 147,534 |
| Firefighter's Pension | 602 | 1,721,339 | (1,536,401) | 184,938 |
| Mildred Hunter Trust | 605 | 347 | - | 347 |
| Woodlea Park Playground Trust | 606 | 508 | - | 508 |
| | | <u>\$ 32,970,155</u> | <u>\$ (1,466,501)</u> | <u>\$ 31,503,654</u> |

General Fund Budget is based on Millage rate of 6.89 Mills

This resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 21st day of September, 2011, by the City Council of the City of Tavares, Florida. Time Adopted: _____ P.M.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

Approved as to form:
Robert Q. Williams
City Attorney

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO 8

SUBJECT TITLE: Ordinance #2011- 12 – First Reading – Procedure to Allow for Liens Upon Real Property for Unpaid Utility Account Charges

OBJECTIVE:

To consider approval and adoption of Ordinance No. 2011-12 to allow for liens upon real property for unpaid utility account charges of property owners. (Utility accounts in the name of the property owner)

SUMMARY:

In June 2009, the City Council adopted Ordinance No. 2009-22 which established water, sewer, and reclaim water rates as recommended by the City's Rate Study by Brown & Caldwell which was completed in May 2009. The new rate structure provided for the implementation of base charges for water, sewer and reclaim utility services. In addition the ordinance included an annual rate increase equal to the Consumer Price Index plus 1%.

The City currently has three different customer types: 1) tenant/lease occupied, 2) owner occupied, and 3) owner vacant. In each case the City requires a utility deposit when an account is opened for water consumption. As of October 2009, all account types incur a monthly base charge, and when the residence or building is *unoccupied* by the owner or the tenant, the owner is billed the base charge.

Currently, when a customer is delinquent the City may provide a payment plan for active accounts, or refer closed and uncollected accounts to a collection agency. Generally, the accounts referred are for those that were tenant occupied.

With the implementation of base charges, each property owner or tenant receives a monthly bill which includes the monthly base charge. Due to the economic conditions in the past three years, the City has experienced an increase in the number of uncollectible accounts due to an increased number of foreclosures and bankruptcy cases. These cases often times involve disputes between the mortgage holder and the mortgagee, and the legal issues involved can make it unclear as to who is responsible for the monthly base charges.

Foreclosures may be complex, and they may include bankruptcy in some instances. A foreclosure case may take several years, and once the property

and the mortgage holder/bank may suspend or hold off completing the property transfer, thus the City can only bill the recorded property owner.

Unpaid utility bills are an unintended consequence in these cases. Currently, the City utilizes a collection firm to collect delinquent accounts and this has generally been successful in usual circumstances. With the implementation of base charges, we have incurred some account holders/property owners who have been unable or refused to pay base charges, and more troublesome, we have incurred the consequences of property foreclosures. It should be noted that without a lien attached to the property, the City is unable to collect delinquent amounts owed when property transfers occur.

Further, please note that in these extreme cases where no one occupies the property, turning off the water to the home or structure has little effect and base charges continue to accrue.

A lien ordinance in place would allow the City to record property liens for utility charges that are the responsibility of the property owner, and would allow the City to collect charges owed to the City when properties are sold. In addition liens would provide legal standing for utility charges in forfeiture cases and could reduce uncollectible utility charges/fees in these cases.

At the June 15, 2011 City Council meeting, Council directed staff to prepare a draft ordinance which would allow for filing property liens on real property for uncollectible utility charges and/or fees.

At Council's direction, the City has drafted the attached ordinance for Council's consideration. This ordinance allows for a lien for unpaid utility service charges to be placed upon the real property should these charges remain unpaid for a period of ninety (90) days from the date they are due. Within the ordinance, the types of charges are defined, and the amendment includes a provision for late fees and liens for reclaimed water charges; although reclaimed water is not yet provided to our citizens, implementation of the reclaimed water program is underway, and must be included in charges eligible for late fees and/or lien action.

The attached ordinance does not apply to base charges, consumption charges, late fees, or other fees incurred during the occupancy of a tenant where the utility account was opened in the name of the tenant.

OPTIONS:

1. Approve and adopt Ordinance No. 2011-12 providing for property liens for uncollectible utility charges and other related fees of property owners.

2. Do not approve Ordinance No. 2011–12.

STAFF RECOMMENDATION:

Move to approve and adopt Ordinance No. 2011–12 providing for property liens of uncollectible utility charges and other related fees of property owners.

FISCAL IMPACT: None. A lien ordinance will increase collectability of delinquent and uncollectable accounts.

LEGAL SUFFICIENCY: The City Attorney has reviewed this request.

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ORDINANCE 2011-12

**AN ORDINANCE AMENDING SECTION 17-57 OF THE CITY OF TAVARES
LAND DEVELOPMENT REGULATIONS TO PROVIDE FOR COLLECTION OF
LATE FEES FOR RECLAIMED WATER; PROVIDING A LIEN FOR UNPAID
WATER, WASTEWATER, RECLAIMED WATER CHARGES; AND PROVIDING
AN EFFECTIVE DATE.**

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

Section 17-57 of the City of Tavares Land Development Regulations is hereby
amended to provide as follows:

Sec. 17-57 Collection of Charges; Late Fees.

(A) All water, reclaimed water, and wastewater utility treatment charges shall be due and payable at the city hall within twenty (20) days following the date of billing. There shall be added to and collected on each and every charge for water, reclaimed water, wastewater provided by the city, and not paid within twenty (20) days from the date of billing, a late fee of five (5) percent of the total bill.

(B) If the failure to pay the service charge continues for a period of ninety (90) days from when said charge has become due, the City shall send to the person responsible for said bill a notice that a lien for the unpaid utility service charges will be placed upon the real property so served. This notice shall be sent by certified mail return receipt requested. If, within ten (10) days of the mailing of this letter, the City has not received payment in full, it shall be entitled to impose a lien upon the real property so served as allowed by law. This lien shall be recorded in the Public Records of Lake County, Florida and may be foreclosed upon in a manner as provided in Section 159.17, Florida Statutes. The City will be authorized to include in the lien amount the late fees, its attorneys' fees, and costs in the foreclosure proceedings. The lien shall have priority over all other liens on such lands or premises served except the lien relating to State, County and municipal taxes and shall be on a parity with the lien of such State, County and municipal taxes.

This Ordinance shall take effect immediately upon adoption.

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

Robert Wolfe, Mayor
Tavares City Council

45 ATTEST:
46
47 _____
48 Nancy Barnett, City Clerk

49
50
51 Approved as to Form:
52
53
54 _____
55 Robert Q. Williams, City Attorney

56
57
58 Passed First Reading: _____

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60 Passed Second Reading: _____

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 21, 2011**

ADOPTION HEARING

TAB NO 9) ORDINANCE #2011-06

**SUBJECT TITLE: Ordinance 2011-06
Comprehensive Plan Text Amendment Creating the Lakeside Mixed
Use Future Land Use Category and Large Scale Future Land Use
Map Amendment – Far Reach Ranch and Associated Properties
13039 South Dora Boulevard, 29546 Division Street, and
29781 Shirley Shores Road**

OBJECTIVE:

To recommend adoption of a Comprehensive Plan Text Amendment creating the Lakeside Mixed Use (LMU) Future Land Use Category and a Future Land Use Map amendment applying the LMU to approximately 1352 acres of property located along the south shoreline of Lake Dora, County Road 561 and SR. 448 which is commonly referred to as the Far Reach Ranch and Associated Properties.

BACKGROUND:

Applicant: Ty Maxey, Engelhardt, Hammer & Associates
Owner: McFar Land Reach, LLC; Northern Trust Bank of Florida, N.A. Trustee;
Jerry and Karen Brothers
Location: Along the south shore of Lake Dora
Acreage: 1352 acres
Existing FLU: Suburban and Urban Expansion (Lake County)
Proposed FLU: Lakeside Mixed Use

SUMMARY:

In July, Council recommended approval of the transmittal of Ordinance 2011-06, a proposed text amendment creating the Lakeside Mixed Use Category and an associated Large Scale Future Land Use Map amendment applying the Lakeside Mixed Use Category to the approximately 1,300 acre parcel south of Lake Dora.

The ordinance was transmitted to the State Land Planning Agency and other State Review Agencies. Pursuant to State Statute, the agencies have reviewed the ordinance for its potential impacts on important state resources and provided their comment letters which staff has made available for review following this report. The State Planning Agency (DCA) summarized that the amendment does not adversely impact important state resources or facilities.

Based on comments received by all State agencies, the applicant has elected to make minor amendments to the proposed ordinance. The ordinance now outlines the limits of development within natural open space sub areas and requires the submission of a traffic study at the time of any rezoning of any portion of the property.

At the time of development, the City shall contact the Florida Department of State, Division of Historical Resource, Bureau of Historic Preservation, if and when construction activities reveal suspected historical or pre-historical archaeological sites may be affected. When suspected findings occur, construction activity in the immediate vicinity of the finding (no less than a 10 foot radius) shall be halted until the above referenced agencies have determined the required mitigative action.

OPTIONS:

1. That Council moves to approve Ordinance 2011-06 for adoption and final transmittal.
2. That Council moves to deny Ordinance 2011-06.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2011-06 for adoption and final transmittal.

FISCAL IMPACT:

N/A.

LEGAL SUFFICIENCY:

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

ORDINANCE 2011-06

1
2
3 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING
4 THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE
5 ELEMENT BY ADOPTING A LAKESIDE MIXED USE FUTURE LAND
6 USE CATEGORY INCLUDING POLICIES ASSOCIATED WITH THIS
7 CATEGORY; AND A FUTURE LAND USE MAP AMENDMENT
8 PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION
9 ON APPROXIMATELY 1352 ACRES OF PROPERTY FROM COUNTY
10 SUBURBAN AND URBAN EXPANSION TO CITY LAKESIDE MIXED
11 USE FOR PROPERTY GENERALLY LOCATED ALONG THE SOUTH
12 SHORELINE OF LAKE DORA; PROVIDING FOR SEVERABILITY AND
13 CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING
14 FOR AN EFFECTIVE DATE.

15
16 WHEREAS, on behalf of the applicant, the City of Tavares is initiating
17 proceedings to amend the City's Comprehensive Plan Future Land Use Element to
18 create a Lakeside Mixed Use Category; and,
19

20 WHEREAS, the Lakeside Mixed Use is a unique Land Use that will allow a mix of
21 land uses that creates a "live-work" environment that includes an appropriate mix of
22 industrial, commercial and residential uses that are physically and functionally
23 compatible with a lakeside environment; and,
24

25 WHEREAS, on behalf of the applicant, the City is initiating proceedings to amend
26 the Future Land Use Map designation pertaining to said subject property from Lake
27 County Suburban and Urban Expansion to City Lakeside Mixed Use; and,
28

29 WHEREAS, the subject property is of greater than ten acres; and,
30

31 WHEREAS, the designation of Lakeside Mixed Use is intended to discourage
32 "urban sprawl"; and
33

34 WHEREAS, the designation of Lakeside Mixed Use is considered viable and
35 consistent with surrounding designations; and,
36

37 WHEREAS, the City of Tavares Planning and Zoning Board, Local Planning
38 Agency and City Council held duly noticed public hearings providing opportunity for

39 individuals to hear and be heard regarding the adoption of the proposed text amendment
40 and map amendment; and

41

42 **WHEREAS**, the City Council has reviewed and considered all relevant evidence
43 and information and testimony presented by witnesses, the public and City staff; and,

44

45 **WHEREAS**, the City Council finds this amendment in compliance with Chapter 163,
46 Florida Statutes, and the City of Tavares Comprehensive Plan; and

47

48 **WHEREAS**, the adoption of this amendment is in the best interest of the health,
49 safety, and general welfare of the citizens of Tavares;

50

51 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of
52 Tavares, Florida, as follows:

53

54 **Section 1. Comprehensive Plan Future Land Use Element Text Amendment**

55 The Comprehensive Plan Future Land Use Element of the City of Tavares,
56 Florida is hereby amended to reflect the creation of the Lakeside Mixed Use Category
57 which is outlined in detail in Exhibit "A" and which is illustrated by a map reflected in
58 Exhibit "B" attached hereto and incorporated herein by reference.

59

60 **Section 2. Future Land Use Map Amendment**

61 The Future Land Use Map of the City of Tavares, Florida is hereby amended to
62 reflect a re-designation from Lake County Suburban and Urban Expansion to City
63 Lakeside Mixed Use on certain real property as described in Exhibit "C" attached hereto
64 and incorporated herein by reference.

65

66 **Section 3. Severability and Conflicts**

67 The provisions of this ordinance are severable and it is the intention of the City
68 Council of Tavares, Florida to confer the whole or any part of the powers herein
69 provided. If any court of competent jurisdiction shall hold any of the provisions of this
70 ordinance unconstitutional, the decision of such court shall not impair any remaining
71 provisions of this ordinance.

72

73 **Section 4. Transmittal**

74 The City Administrator is hereby authorized and directed to transmit the adopted
75 Comprehensive Plan amendments to the Florida State Land Planning Agency, the State
76 identified review agencies and any other governmental agency in the state of Florida that
77 has filed a written request with the City Council for a copy of the Comprehensive Plan
78 within 10 working days of the adoption of this Ordinance as specified in the procedural
79 rules.

80

81 **Section 5. Effective Date.** The effective date of this plan amendment shall be
82 the date a final order is issued by the State Land Planning Agency finding the
83 amendment to be in compliance in accordance with Section 163.3184, Florida Statutes,
84 or the date a final order is issued by the Administration Commission finding the
85 amendment to be in compliance in accordance with Section 163.3184, Florida Statute.

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

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Robert Wolfe, Mayor
Tavares City Council

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96 First Reading (approval for transmittal): _____

97

98 Second Reading (approval for adoption): _____

99

100

101 ATTEST:

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103 _____
104 Nancy A. Barnett, City Clerk

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106

107 APPROVED AS TO FORM AND LEGALITY:

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109 _____
110 Robert Q. Williams, City Attorney

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115 E X H I B I T A

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Policy 1-1.1.7: Mixed land uses shall be permitted in the designated areas as shown on the Future Land Use Map in accordance with directives of the Future Land Use Element and zoning district designations specified in the adopted Land Development Code.

The mixed-use designations is are provided to:

- a) Recognize existing land use conditions; or
- b) Provide guidelines for those neighborhoods currently in transition or where activities along shared transportation corridors are intensifying affecting traffic patterns; or
- c) Require a greater degree of planning flexibility and review ~~where undeveloped properties are located on major transportation thoroughfares; or requiring a greater degree of planning flexibility and review~~
- d) Guide development of undeveloped tracts of land, containing at least 250 acres of uplands that are also located adjacent to lakes at least 1,000 acres in size.

~~Conditions for development approval of projects within areas designated Mixed Use on the Future Land Use Map, will be defined by September 1995 in the Land Development Regulations. At a minimum, they will include requirements for height, bulk, size, buffers, parking, stormwater retention, and compliance with other requirements of this Comprehensive Plan.~~

Policy 1-1.1.8: Mixed-use designations shall have the following intensity criteria:

- a) Mixed Use Neighborhood (MN)
 - 1. A minimum of 50% of the uses in the Mixed-Use Neighborhood designation shall be residential
 - 2. Permitted uses:

| | |
|----------------------------|------------------------|
| Professional office | .20 FAR |
| Commercial | .10 FAR |
| Medium density Residential | 12 dwelling units/acre |
- b) Mixed Use Commercial (MC)
 - 1. A minimum of 40% of the uses in the Mixed-Use Neighborhood designation shall be residential

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2. Permitted uses:

| | |
|--------------------------|------------------------|
| Commercial | .35 FAR |
| Professional office | .25 FAR |
| High density residential | 25 dwelling units/acre |

In order to promote rehabilitation of existing structures, the above FAR requirements only pertain to new structures and additions to existing structures. The entire floor area of an existing structure in either MUN or MUC district can be used for any permitted use.

c) Lakeside Mixed Use

1. LMU-Lake Dora - See Future Land Use Element Policy 1-1.1.18

Policy 1-1.1.9 Planned Unit Developments (PUDs)

Purpose –

The purpose of Planned Unit Developments (PUDs) are to encourage flexibility in the design, development and use of the land in order to promote its most appropriate use; to facilitate the adequate and economical provision of streets, utilities and public spaces; and to preserve the natural and scenic qualities of open areas. The intent is to permit diversification in the location of structures and improve circulation facilities and other site qualities while ensuring adequate standards relating to public health, safety and welfare and convenience both in the use and occupancy of buildings and facilities in planned groups. PUDs may also include a low intensity commercial component. The purpose for this component is to serve the commercial needs of the PUD thus increasing internal trip capture.

Procedure –

Each PUD will be approved by a specific ordinance. This ordinance will identify the type of residential development, the density of residential development, and the permitted uses of any non-residential development. Specific locations of the development pods and the locations of open space, recreational areas, and bicycle/pedestrian paths, shall be delineated on a conceptual Master Site Plan and adopted as part of the PUD ordinance.

When required –

Any residential development greater than 20 acres may be approved as a PUD. All residential developments that are greater

217 than 50 acres must be approved as a PUD. Development within
218 the Lakeside Mixed Use-Lake Dora category must be approved
219 with a Planned Development (PD) zoning district and is subject to
220 the development standards of the PD zoning district as may be
221 modified by those listed within Policy 1-1.1.18. FLUM Categories
222 eligible for the PUD zoning are:

- 223
- 224 - Suburban Density
- 225 - Suburban Expansion Density
- 226 - Low Density
- 227 - Medium Density
- 228 - Moderate Density
- 229 - High Density
- 230 - Mobile Home Density
- 231 - Commercial
- 232 - Mixed Use Commercial
- 233 - Mixed Use Neighborhood
- 234 - Lakeside Mixed Use
- 235 - Industrial
- 236

237 Policy 1-1.1.18: The Lakeside Mixed Use-Lake Dora (LMU-Lake Dora) future land
238 use category is comprised of an appropriate mix of residential and
239 non-residential types of land uses, including water dependent uses,
240 that are physically and functionally integrated and intended to serve
241 the residential, seasonal and tourist populations of Tavares.
242 Residential, business, commercial, office, lodging, public, semi-
243 public, public utility, institutional, recreational, cultural, civic,
244 agricultural, industrial, and aviation land uses are permitted.

245
246 It is envisioned that this category will encourage a "live-work"
247 relationship whereby residents living in the residential portions of the
248 LMU-Lake Dora land use category would have opportunities and
249 choices for employment in the non-residential developed portions of
250 the LMU-Lake Dora designated area.

251
252 Development within the LMU-Lake Dora category requires site plan-
253 controlled zoning utilizing the City of Tavares Planned Development
254 (PD) zoning district. The provisions of the LMU-Lake Dora land use
255 category shall take precedence over any conflicting provisions
256 within the City of Tavares' Comprehensive Plan Future Land Use
257 Element and/or Land Development Regulations.

258
259 The following land planning principles apply to the LMU-Lake Dora
260 land use category:

- 261
- 262 a) A contiguous geographic area containing at least 250 acres of
263 gross developable uplands is required for LMU designation so
264 as to ensure that there is an opportunity to accomplish the
265 internal and external compatibility of mixed land uses and that
266 the LMU designated area is of a size that encourages a "live-
267 work" relationship. Furthermore, consistent with Florida

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Statute 163.3164, the LMU is to be designed in such a manner so as not to create Urban Sprawl. Urban Sprawl is defined as development characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

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- b) General LMU Category Location factors:
- i. The proposed LMU site must be adjacent to a major lake (at least 1,000 acres); and
 - ii. The proposed LMU site should be located in proximity to and have access to a major collector or arterial roadway; and
 - iii. The proposed LMU site should have potential for access to a rail corridor.
- c) The total maximum number of residential units permitted in the LMU-Lake Dora land use category shall be 2,500 dwelling units and the maximum commercial, office, lodging, institutional (private), industrial, and/or aviation land uses shall not exceed 2,500,000 square feet in aggregate.

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- d) Development within the LMU-Lake Dora land use category shall be further subdivided into geographically defined planning subareas consisting of Employment, Village Center, Residential and Natural Open Space as shown on associated map and described as follows:

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- 1) At least twenty (20) percent of the total developable acres shall comprise an Employment Subarea. The intent of the Employment Subarea is to provide employment opportunities and choices for residents of the LMU-Lake Dora land use category. The primary character of the Employment Subarea should reflect workplace-type uses (e.g., light industrial, office, aviation, institutional) with the option for commercial and/or workforce housing as related supporting uses. Residential development shall be limited to a maximum of 25 percent of the land area of the Employment Subarea.

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The Employment Subarea allows the following uses subject to the applicable land use criteria below. Floor Area Ratios (FAR) and Impervious Surface Area Ratios (ISR) shall be based on the gross upland area of a development project or a property ownership:

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- i. Business/Commercial – 0.35 FAR, 0.75 ISR
- ii. Office – 0.35 FAR, 0.75 ISR
- iii. Lodging – 0.40 FAR, 0.75 ISR

- 314 iv. Public/Semi-public – 0.35 FAR, 0.75 ISR
- 315 v. Institutional – 0.50 FAR, 0.75 ISR
- 316 vi. Recreational/Cultural/Civic – 0.25 FAR, 0.50 ISR
- 317 vii. Residential – 25% Subarea Acreage Limit
- 318 viii. Industrial – 0.50 FAR, 0.75 ISR
- 319 ix. Aviation – 0.50 FAR, 0.75 ISR

320 2) At least fifteen (15) percent of the total developable acres
321 shall comprise a Village Center Subarea. The intent of the
322 Village Center Subarea is to be the business, residential
323 and cultural hub of the LMU-Lake Dora land use category.
324 Development of the Village Center Subarea should be of
325 an intensity ranging between urban and suburban in
326 character. Net residential densities will be higher than
327 other subareas as will commercial intensities. The Village
328 Center Subarea will be a focal point for water dependant
329 and related land uses. Development of the Village Center
330 Subarea should be of a type and quality that establishes a
331 strong sense of place and identity. Residential
332 development shall be limited to a maximum of 75 percent
333 of the land area of the Village Center Subarea.

334
335 A Village Center Subarea allows any of the following uses
336 subject to the applicable land use criteria below. Big box
337 retail stores (defined as greater than 100,000 square feet)
338 shall be prohibited within the Village Center Subarea.
339 Floor Area Ratios (FAR) and Impervious Surface Area
340 Ratios (ISR) shall be based on the gross land area of a
341 development project or a property ownership:

- 342
- 343 i. Business/Commercial – 0.35 FAR, 0.75 ISR
- 344 ii. Office – 0.35 FAR, 0.75 ISR
- 345 iii. Lodging – 0.40 FAR, 0.75 ISR
- 346 iv. Public/Semi-public – 0.35 FAR, 0.75 ISR
- 347 v. Institutional – 0.50 FAR, 0.75 ISR
- 348 vi. Recreational/Cultural/Civic – 0.25 FAR, 0.50 ISR
- 349 vii. Residential – 75% Subarea Acreage Limit
- 350

351 3) At least twenty-five (25) percent of the total developable
352 acres shall comprise a Residential Subarea. The intent of
353 the Residential Subarea is to define places that are
354 suitable for low density residential development utilizing
355 public water and wastewater utilities. Up to 1.5 dwelling
356 units per gross acre may be permitted. The maximum
357 residential density of 1.5 dwelling units per gross upland
358 acre may be achieved through the use of clustered,
359 planned development that achieves higher than typical
360 residential net densities through the use of open space
361 and the protection of natural lands.

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The Residential Subarea allows any of the following uses subject to the applicable land use criteria below. Floor Area Ratios (FAR) and Impervious Surface Area Ratios (ISR) shall be based on the gross land area of a development project or a property ownership:

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- i. Residential – Up to 1.5 Dwelling Units per Gross Acre
- ii. Public/Semi-public – 0.20 FAR, 0.50 ISR
- iii. Institutional – 0.20 FAR, 0.50 ISR
- iv. Recreational/Cultural/Civic – 0.20 FAR, 0.50 ISR

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4) The Natural Open Space Subarea(s) shall consist predominantly of wetlands and required wetland buffers and shall be managed primarily in a natural state. The boundaries of the Natural Open Space Subarea(s) as illustrated on the Subarea Map are generalized and subject to change, as the wetlands and wetland buffers shall be defined, identified and surveyed at the time of preliminary site development order. Land uses allowed within the Natural Open Space subarea(s) include agriculture pursuant to Best Management Practices, mitigation, passive recreation such as nature trails and boardwalks, water resource management and development, and environmental learning centers. Within the Natural Open Space Subarea(s), roads and utility crossings may be constructed to provide connections between the development subareas, Lake Dora and the surrounding transportation network.

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e) Vertical integration of uses (e.g., residential above retail and/or office use) is encouraged within the Employment and Village Center Subareas. Where vertical integration of residential and non-residential uses occurs the maximum intensity may be up to 0.50 FAR and 0.80 ISR.

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f) Seaplane and boat marinas shall provide opportunities for water taxi connections and public access to allow intra-lake travel between downtown Tavares and LMU-Lake Dora development projects.

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g) In order to support the concept of clustering and the preservation of open spaces, there shall be no minimum lot size requirements for residential development, however, residential development project designs shall consider adjacent land use compatibility factors during the PD zoning approval process.

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h) Whether off-site or on-site, the following signs shall be prohibited in the LMU-Lake Dora land use category: billboard

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signs, LED signs, animated signs, portable signs, inflatable signs and, in addition, any other signs prohibited by the Tavares Land Development Regulations.

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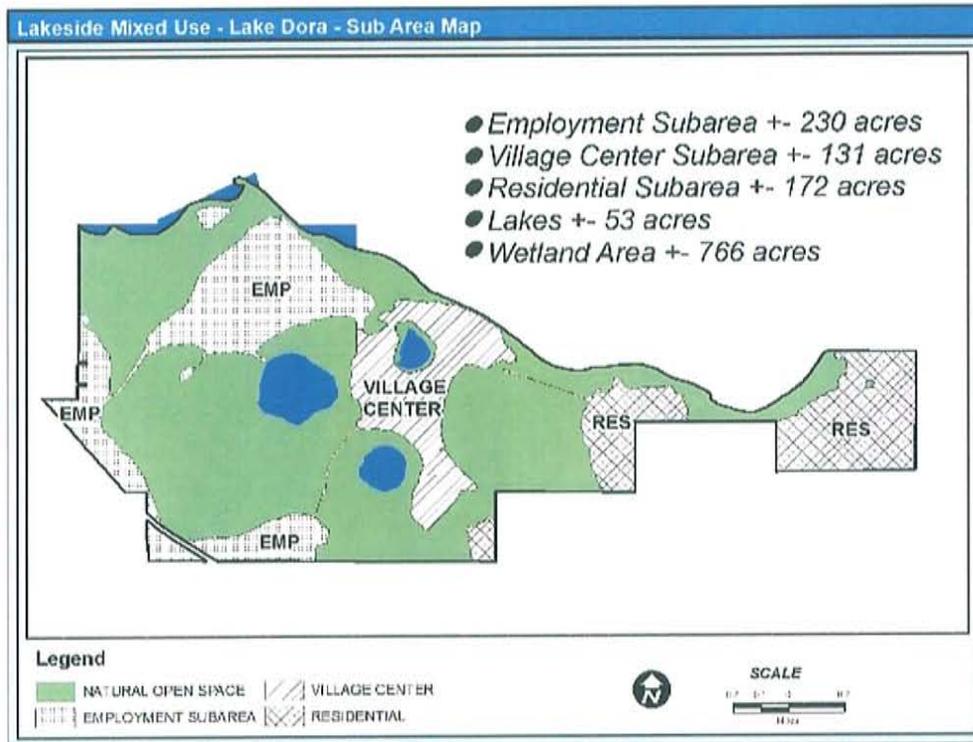
i) The use of underground electrical utilities is strongly encouraged to reduce the risks associated with downed wires during storm events and to produce an attractive aesthetic environment for residents and workers alike.

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j) No development order may be issued until the property, or any portion thereof, subject to the LMU designation is rezoned to Planned Development (PD). The rezoning application shall not be deemed complete without a traffic study acceptable to the City, if applicable.

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LEGAL DESCRIPTION

PARCEL 1

GOVERNMENT LOTS 2 AND 3 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST 33 FEET OF SAID GOVERNMENT LOT 3.

PARCEL 2

GOVERNMENT LOTS 1, 2, 3, 4, 5, AND 6; THE SOUTHWEST ONE-QUARTER (SW 1/4) AND THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 3

GOVERNMENT LOTS 1, 2, 3, 4, 5, 6, 7, AND 8; THE SOUTHEAST ONE-QUARTER (SE 1/4); THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4), LESS THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, AND THE PART OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, ALL BEING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT: LOTS 11 AND 27 OF BLOCK 1 OF LAKE DORA SOUTH, MAP NO. 2, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 66, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT: (PARCEL 7)

THAT PARTY OF GOVERNMENT LOT 5 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF DIVISION STREET AND THE NORTH RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE, AND RUN NORTH 0°15'50" EAST ALONG THE EAST RIGHT-OF-WAY OF SAID DIVISION STREET 827.86 FEET; THENCE SOUTH 89°44'10" EAST 280.00 FEET; THENCE SOUTH 0°15'50" WEST 827.86 FEET TO THE RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE; THENCE NORTH 89°44'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE 280.00 FEET TO THE POINT OF BEGINNING.

LESS: LOT 11 AND 27, BLOCK 1, OF LAKE DORA SOUTH, MAP NO. 2, A SUBDIVISION IN LAKE COUNTY, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 68, PUBLIC RECORDS OF LAKE COUNTY FLORIDA. (ORB 971, PG 2231)

LESS AND EXCEPT: (PARCEL 8)

THAT PART OF GOVERNMENT LOT 5 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FOLLOW THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF

DIVISION STREET AND THE NORTH RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE, RUN S89°44'10" ALONG SAID NORTH RIGHT-OF-WAY 280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°44'10"E 263.08 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN N00°15'50"E 827.86 FEET; THENCE N89°44'10" 263.08 FEET; THENCE S00°15'50"W 827.86 FEET TO THE POINT OF BEGINNING. (ORB 1407 PG 1922)

LESS AND EXCEPT: ROAD RIGHTS-OF-WAY.

PARCEL 4

THAT PART OF GOVERNMENT LOT 8 AND THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD AND THE SOUTH LINE OF THE RIGHT OF WAY OF SOUTH DORA BOULEVARD AS SHOWN ON PLAT OF LAKE DORA SOUTH, MAP NO. 3, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 68, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE EAST ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF LAKE DORA BOULEVARD TO THE EAST LINE OF SAID SECTION 6; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6 TO THE NORTHEASTERLY LINE OF THE RIGHT OF THE SEABOARD COAST LINE RAILROAD; RUN THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL 5

GOVERNMENT LOTS 5 AND 6, IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 6

THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA,

LESS AND EXCEPT: THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) RUN NORTH 0° 01' EAST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) A DISTANCE OF 1716.65 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE. FROM SAID POINT OF BEGINNING RUN NORTH 89°09'51" EAST TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) THAT IS 1746.07 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 3, SAID POINT BEING THE END OF SAID DESCRIBED LINE.

PARCEL 7

THAT PARTY OF GOVERNMENT LOT 5 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF DIVISION STREET AND THE NORTH RIGHT-OF-WAY OF TH EAST EXTENSION OF SOUTH DORA AVENUE, AND RUN NORTH 0°15'50" EAST ALONG THE EAST RIGHT-OF-WAY OF SAID DIVISION STREET 827.86 FEET; THENCE SOUTH 89°44'10" EAST 280.00 FEET; THENCE SOUTH 0°15'50" WEST 827.86 FEET TO THE

RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE; THENCE NORTH 89°44'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE 280.00 FEET TO THE POINT OF BEGINNING.

LESS: LOT 11 AND 27, BLOCK 1, OF LAKE DORA SOUTH, MAP NO. 2, A SUBDIVISION IN LAKE COUNTY, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 68, PUBLIC RECORDS OF LAKE COUNTY FLORIDA. (ORB 971, PG 2231)

PARCEL 8

THAT PART OF GOVERNMENT LOT 5 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FOLLOW THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF DIVISION STREET AND THE NORTH RIGHT-OF-WAY OF THE EAST EXTENSION OF SOUTH DORA AVENUE, RUN S89°44'10" ALONG SAID NORTH RIGHT-OF-WAY 280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°44'10"E 263.08 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN N00°15'50"E 827.86 FEET; THENCE N89°44'10" 263.08 FEET; THENCE S00°15'50"W 827.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

A 66' (SIXTY-SIX) FOOT WIDE STRIP OF LAND IN GOVERNMENT LOT 5 OF SECTION 5, TOWNSHIP 20, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING 33' (THIRTY-THREE) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGIN AT THE INTERSECTION OF THE CENTERLINE OF SOUTH DORA AVENUE AND THE EAST LINE OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN S89°44'10"E ALONG AN EXTENSION OF SAID CENTERLINE 543.08 FEET TO THE END OF SAID LINE AND THE END OF THIS DESCRIPTION. (ORB 1407, PG 1922)

LEGAL DESCRIPTION

Page 3 of 3

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STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

August 24, 2011

The Honorable Robert Wolf
Mayor, City of Tavares
Post Office Box 1068
Tavares, Florida 32778

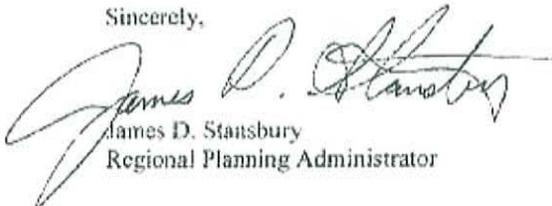
Dear Mayor Wolf:

The State Land Planning Agency (the Agency) has completed its review of the proposed comprehensive plan amendment for Tavares (Amendment No. 11-1ESR) which was received on July 25, 2011. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Agency's authorized scope of review that will be adversely impacted by the amendment if it is adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City regarding these proposed amendments. These reviewing agency comments could form the basis for a challenge by this Agency. If other reviewing agencies provide comments, we recommend that the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments may form the basis for a challenge to the amendment after adoption. The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, if the second public hearing is not held within 180 days of your receipt of the agency comments, and the timeframe is not extended by agreement, Section 163.3184(3)(c)1, Florida Statutes, provides that the amendment will be deemed withdrawn. For your assistance, we have attached procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions, please call Ashley Porter, at (850) 921-4818, or by email at Ashley.Porter@dca.state.fl.us.

Sincerely,



James D. Stansbury
Regional Planning Administrator

JDS/ap

cc: Alisha Maraviglia, AICP, Senior Planner, City of Tavares
Phil Laurien, AICP, Executive Director, East Central Florida Regional Planning Council

2555 SHUMARD OAK BOULEVARD □ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) □ 850-921-0781 (f) □ Website: www.dca.state.fl.us
□ COMMUNITY PLANNING 850-486-7357 (p) 850-486-3399 (f) □ FLORIDA COMMUNITIES TRUST 850-822-2207 (p) 850-821-1747 (f) □
□ HOUSING AND COMMUNITY DEVELOPMENT 850-485-7556 (p) 850-322-5621 (f) □

Review Agency Comment Letters



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

August 23, 2011

Ms. Alisha Maraviglia, AICP
Tavares Community Development Dept.
P.O. Box 1068, 201 E. Main Street
Tavares, FL 32778

Re: Tavares 11-11ESR; Comprehensive Plan Amendment Expedited Review

Dear Ms. Maraviglia:

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-captioned amendment proposal under the provisions of Chapter 163, *Florida Statutes* (2011) (*F.S.*). The Department's review focused on potential adverse impacts to important state resources and facilities that would result from adoption of the amendment.

The amendment would apply the proposed Lakeside Mixed Use (LMU) land use category to a 1,352-acre parcel located on the south shoreline of Lake Dora. Data and analysis in the amendment package indicates that wetlands cover 766 acres (60%) of the parcel. Lake Dora, which is part of the Harris Chain of nine lakes, flows north through the Dora Canal to Lake Eustis and eventually to the Ocklawaha River. The Ocklawaha River is designated as an Outstanding Florida Water (OFW) and is therefore an important state resource. Waters designated as OFWs are afforded a high level of protection under Florida law, including subsections 62-302.700(9) and 62-4.242(2), *Florida Administrative Code*.

Wetlands

Future Land Use Element (FLUE) Policy 1-1.1.18(d) states that development within the new LMU land use category will be "further subdivided into geographically defined planning subareas consisting of Employment, Village Center, Residential and Natural

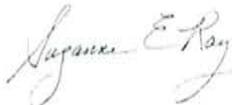
Open Space as shown on associated map.” According to the best data available to the Department, the Natural Open Space subarea shown on the map consists of wetlands, but the proposed policy does not describe the subarea as consisting only of wetlands. In addition, FLUE Policy 1-1.1.18(a-i) provides allowable uses and standards for development within the subareas, *except* for the Natural Open Space subarea. The Department therefore recommends that the City modify Policy 1-1.1.18 to include a description of the type(s) of lands that will be included in the Natural Open Space subarea, as well as the allowable uses and standards for development with sufficient criteria to protect wetlands associated with Lake Dora from potential adverse impacts.

The Department also notes that the LMU Lake Dora Sub Area Map depicts all of the subareas and provides acreages for the Employment, Village Center and Residential subareas, wetlands and lake. The map does not, however, provide the acreage of the Natural Open Space Subarea or describe the lands included therein. The Department therefore recommends that the City require the applicant to submit a revised LMU Lake Dora Sub Area Map that reflects the acreage and description (whether wetlands, buffers, etc.) of the Natural Open Space Subarea.

The DEP Central District Office in Orlando notes that because Lake Dora lies within the Ocklawaha Special Basin and is impaired for nutrients, additional stormwater analysis and treatment may be required during permitting.

Thank you for the opportunity to comment on this proposal. If I may be of further assistance, please contact me at (850) 245-2172 or Suzanne.E.Ray@dep.state.fl.us.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne E. Ray".

Suzanne Ray, AICP
Office of Intergovernmental Programs

/ser



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 5, 2011

Ms. Alisha Maraviglia, AICP
Senior Planner
City of Tavares
201 E. Main St
Tavares, FL 32778

SUBJECT: PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT
LOCAL GOVERNMENT: CITY OF TAVARES, LAKE COUNTY
DEO #: 11-1ESR

Dear Ms. Maraviglia:

The Department of Transportation has completed its review of the above proposed comprehensive plan text amendment as requested in your memorandum dated July 21, 2011.

We appreciate the opportunity to participate in this review process and we offer our comments with this letter. If you have any questions, you may contact me by phone at 407-482-7882 or by e-mail at john.moore@dot.state.fl.us.

Sincerely,

John Moore, E.I.
Systems Planner

attachment

C: Amye King, Lake County
George Kinney, ECFRPC
Rob Magee, FDOT
Ray Eubanks, DEO
James Stansbury, DEO

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COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: City of Tavares
DEO Amendment #: 11-1ESR
Date of FDOT Receipt of Proposed Amendment: 07/07/2011
Review Comments Deadline: 08/06/2011
Today's Date: 08/04/2011

GENERAL BACKGROUND INFORMATION

The City of Tavares has submitted one Future Land Use Map (FLUM) amendment and one text amendment.

For the FLUM amendments, FDOT evaluated how the trip generation potential of the property will change if the proposed FLUM designation is adopted. (Trip generation potential reflects the maximum amount of development that could occur on the property.)

The pertinent FLUM designations are as follows:

- County Suburban. Allows 1 dwelling units (du) per acre.
- County Urban Expansion. Allows 4 du per acre.
- Lakeside Mixed Use (LMU). Proposed new land use designation. Allows the following:
 - Maximum of 2,500 dwelling units.
 - Maximum of 2,500,000 square feet in aggregate of commercial, office, lodging, institutional (private), industrial and/or aviation land uses.
 - At least 20 percent of the total developable acres shall comprise an employment subarea. Residential development shall be limited to a maximum of 25 percent of the land area of the employment sub area.
 - Table 1 shows the allowable Floor Area Ratios (FAR) and Impervious Surface Area Ratios (ISR) for an Employment subarea.

Table 1: FAR and ISRs for Employment Subareas in LMU

| Land Use | FAR | ISR |
|-----------------------------|--------------------------|------|
| Business/commercial | 0.35 | 0.75 |
| Office | 0.35 | 0.75 |
| Lodging | 0.40 | 0.75 |
| Public/semipublic | 0.35 | 0.75 |
| Institutional | 0.50 | 0.75 |
| Recreational/Cultural/Civic | 0.25 | 0.50 |
| Residential | 25% of the Subarea Limit | |
| Industrial | 0.50 | 0.75 |
| Aviation | 0.50 | 0.75 |

- At Least 15 percent of the total developable acres shall comprise a Village Center Subarea.

| | |
|---|--|
| <p>FDOT Contact: John Moore, E.I., Systems Planner FDOT District 5 Telephone: 407-482-7880 Fax: 407-275-4188 E-mail: John.Moore@dot.state.fl.us File: H:\OCC\Planning\Growth Management\NCPA\Protect Files\Tavares_11-1ESR\rev2011\Tavares_11-1ESR_Proposed_Review_08052011.docx</p> | <p>Reviewed by: Cade Braud, P.E. and Caitlin Doolin Kittelson & Associates, Inc. 407-540-0555 407-540-0550 cbraud@kittelson.com</p> |
|---|--|

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: City of Tavares
 DEO Amendment #: 11-1ESR
 Date of FDOT Receipt of Proposed Amendment: 07/07/2011
 Review Comments Deadline: 08/06/2011
 Today's Date: 08/04/2011

- Residential development shall be limited to 75 percent of the land area within the Village center subarea.
- Table 2 shows the allowable FAR and ISR for a Village Center subarea.

Table 2: FAR and ISRs for Village Center Subareas in LMU

| Land Use | FAR | ISR |
|-----------------------------|--------------------------|------|
| Business/commercial | 0.35 | 0.75 |
| Office | 0.35 | 0.75 |
| Lodging | 0.40 | 0.75 |
| Public/semipublic | 0.35 | 0.75 |
| Institutional | 0.50 | 0.75 |
| Recreational/Cultural/Civic | 0.25 | 0.50 |
| Residential | 75% of the Subarea Limit | |

- o At least 25 percent of the total developable acres shall comprise a Residential Subarea.
 - The residential subarea shall allow up to 1.5 DU per gross acre.
 - Table 3 shows the allowable FAR and ISR for a Residential Subarea.

Table 3: FAR and ISR's for Residential Subareas in LMU

| Land Use | FAR | ISR |
|-----------------------------|-----------------------------|------|
| Public/semipublic | 0.20 | 0.50 |
| Institutional | 0.20 | 0.50 |
| Recreational/Cultural/Civic | 0.20 | 0.50 |
| Residential | Up to 1.5 DU per gross acre | |

- o Where vertical integration of residential and land uses occurs the maximum intensity may be up to 0.50 FAR and 0.80 ISR.

| | | | |
|---------------|---|--------------|---|
| FDOT Contact: | John Moore, E.I., Systems Planner FDOT District 5 407-482-7880 407-275-4188 John.Moore@dot.state.fl.us | Reviewed by: | Cade Braud, P.E. and Caitlin Doolin Kittelton & Associates, Inc. 407-540-0555 407-540-0550 cbraud@kittelton.com |
| Telephone: | 407-482-7880 | | |
| Fax: | 407-275-4188 | | |
| E-mail: | John.Moore@dot.state.fl.us | | |
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COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: City of Tavares
 DEO Amendment #: 11-1ESR
 Date of FDOT Receipt of Proposed Amendment: 07/07/2011
 Review Comments Deadline: 08/06/2011
 Today's Date: 08/04/2011

Trip Generation Potential of Parcels Affected by FLUM Amendment

| Scenario | Land Use Designation | Maximum Allowed Intensity | ITE Land Use Code | Size of Development | | Daily Trips | P.M. Peak Hour Trips |
|---|----------------------|---------------------------|-------------------|---------------------|---------------------|---------------|----------------------|
| | | | | Acres | Allowed Development | | |
| Adopted | County Suburban | 1 du/acre | 210 | ±1032 | 1,032 units | 8,903 | 859 |
| | Urban expansion | 4 du/acre | 210 | ±320 | 1,280 units | 10,854 | 1,042 |
| Proposed | Lakeside Mixed Use | 2,500,00 sf | 820 | N/A | N/A | 55,030 | 5,498 |
| | | 2,500 du | 210 | N/A | N/A | 20,093 | 1,904 |
| Change in Trips | | | | | | +55,368 | +5,501 |
| Reduction of Proposed Scenario Trips from Internal Capture and Pass-by Trips ² | | | | | | 13,842 | 1,375 |
| Total Change in Trips | | | | | | 41,524 | 4,126 |

Notes:

1. Acreage for adopted land use designations are estimated from Lake County FLUM.
2. An internal capture rate of 25% was assumed due to the mixed use nature of the future land use category. Potential internal capture was not specified in the amendment.

FDOT Contact: John Moore, E.I., Systems Planner
 FDOT District 5
 Telephone: 407-482-7880
 Fax: 407-275-4188
 E-mail: John.Moore@dot.state.fl.us
 File: H:\000\Planning\Growth Management\CPA Project Files\Tavares_Lake\Review\2011\Tavares_11-1ESR_Proposed_Review_08052011.docx

Reviewed by: Cade Braud, P.E. and Caitlin Doolin
 Kittelson & Associates, Inc.
 407-540-0555
 407-540-0560
cbraud@kittelson.com

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: City of Tavares
DEO Amendment #: 11-1ESR
Date of FDOT Receipt of Proposed Amendment: 07/07/2011
Review Comments Deadline: 08/08/2011
Today's Date: 08/04/2011

- The amendment lacks identified mitigation measures and amendments to the Transportation Element and Capital Improvement Element consistent with the transportation impacts that the proposed future land use will have on the transportation network.
- The amendment lacks consideration for extra jurisdictional impacts.
- Per Policy 1-1.1.18, the LMU indicates that water dependent uses will be integrated into the future land use category. It is not clear what sorts of densities or intensities are associated with this land use.
- The new FLUE text does not appear to provide a minimum or maximum for open space under LMU.
- The Employment Subarea and Village Center Subarea lack residential density guidance.

RECOMMENDATIONS

FDOT believes that the following recommendations should be addressed in the adopted amendment:

- A traffic study detailing the jurisdictional and extra jurisdictional impacts of the vehicle trips generated on SR 19 and US 441 should be provided.
- Proposed multimodal strategies to improve and mitigate impacts to the transportation network should be provided, along with identified funding sources for the strategies.
- Amendments to the Transportation Element and Capital Improvement Element that are consistent with the transportation impacts the proposed future land use will have on the transportation network are needed.
- Coordination of multimodal improvements associated with the amendment with regional transportation planning documents is needed.
- Clarification of the densities and intensities associated with the water dependent uses that are integrated into the proposed future land use is needed.
- Provide a minimum or maximum thresholds for open space for the LMU.
- Provide additional guidance on the allowed residential density of the Employment Subarea and the Village Center Subarea.
- Provide additional information on the expected internal capture rate to come from the mixed use nature of the proposed future land use.

| | | | |
|----------------------|---|---------------------|---|
| FDOT Contact: | John Moore, E.I., Systems Planner FDOT District 5 | Reviewed by: | Cade Braud, P.E. and Caitlin Doolin Kittelson & Associates, Inc. |
| Telephone: | 407-482-7880 | | 407-540-0555 |
| Fax: | 407-275-4188 | | 407-540-0550 |
| E-mail: | John.Moore@dot.state.fl.us | | cbraud@kittelson.com |
| File: | H:\OOC\Planning\Growth Management\CPA Project Files\Tavares_L&R\Rev\08/04/2011\Tavares_11-1ESR_Proposed_Review_08052011.docx | | |

Review\vdms



FLORIDA DEPARTMENT OF STATE
Kurt S. Browning
Secretary of State
DIVISION OF HISTORICAL RESOURCES

August 4, 2011

Ms. Alisha Maraviglia
City of Tavares
Community Development
P. O. Box 1068
Tavares, Florida 32778

Re: Historic Preservation Review of the City of Tavares 11-1ESR Comprehensive Plan
Amendment

Dear Ms. Maraviglia:

According to this agency's responsibilities under Section 163.3184(3)(b) *Florida Statutes*, we reviewed the above document to determine if proposed amendments may adversely impact significant historic resources.

A review of the information in the Florida Master Site File indicates that while there are no recorded archaeological sites or historic resources within the proposed amendment area of 1,352 acres, because of its location on Lake Dora, archaeological and historic resources would be expected. There are two recorded prehistoric mound sites nearby the amendment area, and another location on the lake which has been subjected to a cultural resource assessment survey encompasses multiple archaeological resources, some of which have been determined to be potentially significant. It is the opinion of this agency that there is a good possibility of potentially significant archaeological resources to be present on the amendment parcel.

Because of the high probability of encountering potentially significant resources on this large tract, it is the opinion of this agency that to avoid any adverse impacts, the amendment tract be subjected to a cultural resource assessment survey to locate and evaluate archaeological and historical resources. Should significant resources be encountered, measures must be taken to protect and preserve them, or if this is not feasible, data recovery should be conducted to mitigate adverse effects.

If you have any questions concerning our comments, please do not hesitate to contact Susan Harp at 850.245.6367. Thank you for your interest in protecting Florida's historic resources.

Sincerely,

Laura A. Kammerer, Historic Preservationist Supervisor
Compliance Review Section
Bureau of Historic Preservation

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
850.245.6300 • FAX: 245.6436

Archaeological Research
850.245.6444 • FAX: 245.6452

Historic Preservation
850.245.6333 • FAX: 245.6437

FLORIDA DEPARTMENT OF EDUCATION



Gerard Robinson
Commissioner of Education

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August 15, 2011

Ms. Alisha Maraviglia
Senior Planner
City of Tavares
P.O. Box 1068
Tavares, Florida 32778

Dear Ms. Maraviglia:

Re: Tavares 11-1ESR

Thank you for the opportunity to review the proposed plan amendment package related to ordinance 2011-06. The Department of Education received the package on July 21, 2011 and supplemental information from Lake County Schools on July 25, 2011.

The letter from the school district indicates the potential for the proposed development program of 2,500 dwelling units to create capacity deficits of 397 and 254 elementary and high school student stations, respectively. According to school district staff, the Lake County School Board's Master Facilities Plan for 2010-11 to 2014-15 was jointly prepared with Lake County and the municipal governments prior to the city's plan for residential growth in this area and thus did not anticipate the need for the additional public school capacity required by the amendment's proposed development program. Because the proposed amendment does not include a policy or plan to address the public school capacity deficiency, the city, the applicant and the school district should work together to identify a planning solution to include in the adopted plan amendment. The school district's letter indicates the reservation (and dedication) of a school site would provide the school district with the means to correct the deficit. Other options to eliminate, reduce or mitigate the adverse impacts to public school facilities include reducing the number of residential

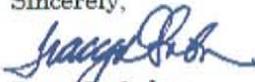
THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES

Ms. Alisha Maraviglia
August 15, 2011
Page 2 of 2

dwelling units permitted (by including a site-specific policy to cap the number of units allowed), adjusting school attendance boundaries, or any of the mitigation options identified in section 5.6 of the Interlocal Agreement for School Facilities Planning and Siting. The school district is in the best position to identify the solution that is most appropriate given local conditions.

Again, thank you for the opportunity to review the proposed amendment package. Please let me know if I can be of assistance to the city and school district as you respond to the comments.

Sincerely,



Tracy D. Suber
Growth Management and Facilities Policy Liaison

TDS/

cc: Mr. Harry Fix and Ms. Dawn McDonald, Lake County Schools
Mr. James Stansbury and Ms. Caroline Knight, DCA



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fiek, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

August 16, 2011

Alisha Maraviglia, AICP
Senior Planner
City of Tavares
P.O. Box 1068
201 E. Main Street
Tavares, FL 32778

Re: City of Tavares Proposed Comprehensive Plan Amendment
Amendment #11-IESR

Dear Ms. Maraviglia:

St. Johns River Water Management District (District) staff have reviewed the above-referenced proposed comprehensive plan amendment. The proposed amendment consists of one change to the future land use map (FLUM) and one related text change to the Future Land Use Element. District staff review focused on flood protection and floodplain management, wetlands and other surface waters, and regional water supply as they relate to important state resources and facilities, as outlined in *Florida Statutes*. Based upon the materials received from the City of Tavares, District staff have not identified any adverse impacts to important state resources and facilities. Technical assistance is provided below regarding surface water.

Technical assistance – surface water

According to District maps, the properties (1,352 acres) subject to the FLUM change are located within the Ocklawaha River Hydrologic Basin. Please note that any environmental resource permit (ERP) application for these properties must meet the District's additional surface water management basin criteria in Rule 40C-41, *Florida Administrative Code*, as well as the basic ERP criteria found in other rules.

If you need additional technical assistance or have any questions, please contact District Intergovernmental Planner Cathleen Foerster, AICP, at (386) 329-4436 or cfoerste@sjrwmd.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Cole'.

Jeff Cole, Director
Office of Communications and Intergovernmental Programs

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| | | |
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Letter to Alisha Maraviglia
August 16, 2011
Page 2 of 2

cc: Ray Eubanks, Florida Department of Economic Opportunity
James Stansbury, Florida Department of Economic Opportunity
Andrew Landis, East Central Florida Regional Planning Council
Jim Quinn, Florida Department of Environmental Protection
Kraig McLane, St. Johns River Water Management District
Nancy Christman, St. Johns River Water Management District



EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

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Philip Laurien, AICP
Executive Director

FLORIDA REGIONAL COUNCILS ASSOCIATION LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENT REVIEW FORM 01

DCA Amendment #: Tavares 11-IESR (Expedited State Review)

Date Amendment Received from Local Government: 7/26/11

Date Review Sent to Local Government and DCA: 8/26/11

Pursuant to Section 163.3184, Florida Statutes, Council review of proposed amendments to local government comprehensive plans is limited to adverse effects on regional resources and facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the state land planning agency within 30 calendar days of receipt of the amendment.

DESCRIPTION OF AMENDMENT

The amendment proposes text changes to the Future Land Use Element to create a new category for Lakeside Mixed Use, intended to encourage a mix of residential and non-residential uses that creates a live-work environment. The package includes a Future Land Use Map amendment for the subject parcel (1,352 acres) from Lake County Suburban and Urban Expansion to City Lakeside Mixed Use.

1. ADVERSE EFFECTS TO SIGNIFICANT REGIONAL RESOURCES AND FACILITIES IDENTIFIED IN THE STRATEGIC REGIONAL POLICY PLAN

Council staff has completed a technical review of the proposed amendment and no adverse effects to significant regional resources or facilities have been identified.

Executive Committee

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City of Kissimmee

Vice Chair
Melanie Chase
Governatorial Appointee
Seminole County

Secretary
Patty Sheehan
City Commissioner
City of Orlando

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Chuck Nelson
County Commissioner
Brevard County

Member at Large
Sean Parks
County Commissioner
Lake County

Serving Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties.

2. EXTRAJURISDICTIONAL IMPACTS INCONSISTENT WITH THE COMPREHENSIVE PLANS OF LOCAL GOVERNMENTS WITHIN THE REGION

No extrajurisdictional impacts inconsistent with comprehensive plans of local governments within the region have been identified.

3. ADDITIONAL RPC COMMENTS

Council staff supports the proposed changes, but respectfully notes that the proposed residential density and floor area ratios are generally too low to support transit ridership.

Staff is encouraged by the innovative approach the City has taken to incorporate seaplane and boat marina opportunities for taxi connections and public access to promote intra-lake travel between downtown Tavares and the new development.

Additionally, staff commends the City for including a policy to prohibit big box retail stores greater than 100,000 square feet within the Village Center Subarea.

Request a copy of the adopted version of the amendment?

Yes No

* Council staff requests an adopted version of all plan amendments be provided for RPC record keeping and GIS data maintenance purposes.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 7, 2011**

AGENDA TAB NO. 10

SUBJECT TITLE: Request to Develop Advanced Life Support (ALS) Service Program

OBJECTIVE:

To 1) instruct staff to conduct the work necessary to identify the full cost of implementing a Tavares Fire Department Advanced Life Support Program with Paramedics and 2) to provide that financial information to the City Council.

SUMMARY:

Fire Departments provide several services as follows:

1. First Responders to an Incident (Vehicular, Structural, wild fires, natural disasters, large incidents like railroad derailments, or propane truck incidents etc...)
2. Fire Suppression
3. Search and Rescue
4. Emergency Medical Treatment
5. Fire Inspection Services
6. Community Education

As it relates to the first responder "Medical Treatment" service, Fire Departments provide two levels of service in that area as follows:

1. Basic Life Support (BLS) with Emergency Medical Technicians (EMT's)
2. Advanced Life Support (ALS) with Paramedics

As a practical matter, Fire Departments arrive at a scene first, before an ambulance does. Also, the medical profession has concluded that, the level of medical treatment provided in the first few minutes after an incident will greatly determine the outcome of a person's long-term medical condition and survivability. If medical treatment is administered immediately then the person has a higher chance of lesser lasting effects than if medical treatment is provided later. It is for these two reasons that Fire Departments provide some level of medical treatment on scene as they await a transport service agency like an ambulance to arrive.

BLS service, as the name implies, is a basic level of first responder medical treatment service and includes Cardio-Pulmonary Resuscitation (CPR) and

automatic external defibrillators (AED's) administered by a Fire Fighter who is also trained and certified as an Emergency Medical Technician. ALS service, as the name implies, is an advanced level of first responder medical treatment and includes the establishment of intravenous (IV) lines, administration of drugs, establishment of 12-Lead electrocardiogram (EKG) and interpretation of EKG results, endotracheal intubation with advanced airway technique. The service is provided at the scene by a Fire Fighter who has gone beyond the EMT training and has received the Paramedic training, certification, and Florida Paramedic license.

1. The following Fire Departments provide ALS service to its citizens. They are all paid Fire Departments.

Lake County
Mount Dora
Eustis (Beginning October 2011)
Leesburg
Groveland
Mascotte
Leesburg
The Villages
Clermont
Minneola

Note: Once ALS service has been administered to an injured person, then transport service is provided by an ambulance to a hospital. In Lake County, Lake Emergency Medical Services (formerly Lake-Sumter Emergency Medical Services) is the sole transportation provider.

2. The following Fire Departments provide BLS service and not ALS service to its citizens

Tavares (Paid Fire Department)
Montverde (Volunteer Fire Department)
Umatilla (Volunteer Fire Department)
Fruitland Park (Volunteer Fire Department)

Note: Once BLS service has been administered to an injured person then the Tavares Fire Department personnel and the injured person wait for the ambulance to arrive and provide the ALS service and then Transport Service to a hospital.

Recently the three City Councils of Tavares, Mount Dora and Eustis have collectively requested that their respective City Managers and Fire Chiefs meet and explore the options related to regional Fire Service for the Golden Triangle area. Meetings have been held and progress is being made. However because

Tavares does not provide the same level of Fire Service to its citizens as does Eustis and Mount Dora it has been concluded that Tavares City Council would need to decide if it would increase its level of service in the future to ALS service.

Prior to the City Council making this decision, it is recommended that staff assess the cost of improving our service delivery to the level of ALS. Staff would then bring that information back to City Council, equipping City Council members to make a fully informed decision as to what level of service it wants to provide to its citizens. After that decision is made, discussions on a regional approach to Fire Service to the Golden Triangle could continue.

Lake Emergency Medical Services Medical Director, Paul Banerjee, M.D. is prepared to give a brief over view of the difference between BLS and ALS after which the Council could vote on whether or not to instruct staff to conduct the cost analyses of providing ALS service by the Tavares Fire Department.

OPTIONS:

1. Instruct staff to develop a Fire Department ALS service plan with associated costs and bring that information back to City Council.
2. Do not instruct staff to develop a Fire Department ALS plan with associated costs.

STAFF RECOMMENDATION: Move to instruct staff to develop a Fire Department ALS plan with associated costs and bring that information back to City Council

FISCAL IMPACT: None. This plan would be done in-house..

LEGAL SUFFICIENCY: All options are legally sufficient.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 21, 2011**

AGENDA TAB NO. 11

SUBJECT TITLE: Consider Time to Extension of the Baker Groves Utility Agreement.

OBJECTIVE:

To consider a request from William F. Baker, Jr. on behalf of Baker Groves, Inc. to extend the termination date of the City's Utility Agreement with Baker Groves, Inc. dated February 6, 2008.

SUMMARY:

On February 6, 2008, the City entered into a Utility Agreement with Baker Groves Inc. for the construction of potable water lines and facilities that would serve the Lake View Center Subdivisions. Baker Groves, Inc. incurred the cost, \$80,000, of construction of the water transmission lines.

In order to provide a mechanism for Baker Groves to recover the \$80,000, the City agreed to reimburse the Developer for the transmission element of the water impact fees collected (Pioneer Credits) from new water utility customers/connections within Lake View Center who connect to the City water system known as the "Benefited Customers". No interest accrues on collected amounts, and the agreement states that the City shall only be obligated to reimburse the Developer from the transmission element of the water capital charges actually received from the "Benefitted Customers". Further the agreement states that the City's obligation to reimburse the Developer (for the Pioneer Credits) shall terminate 10 years from the date of the agreement. In addition the agreement may not be transferred or assigned.

On August 18, 2011, the City Administrator received correspondence from Robert F. Vason, Jr., P.A., Attorney for Baker Groves, requesting a mutually agreeable resolution so that Baker Groves may be able to recover its investment in the water transmission lines.

On September 7, 2011, the City Administrator received additional correspondence from William F. Baker, Jr. of Baker Groves requesting a time extension for the Utility Agreement and reimbursement of the capital charge element of future "Benefited Customers" in addition to the transmission element of impact fees paid.

The City Attorney and staff have reviewed the Baker Groves Pioneer Agreement and Mr. Baker's request for modification to the terms of the Utility Agreement.

Although the City has no legal obligation to modify the agreement, extending the term of the agreement to a period of time equal to the duration of the Impact Fee Waiver Program provides Baker Groves the benefit of 10 full years for reimbursement of fees from "Benefited Customers", and provides a no cost solution to mitigate the effect of the Impact Waiver Program to the Developer.

To provide reimbursement of the "capital portion" of impact fees paid by "Benefited Customers" in addition to the transmission element is not consistent with the City's Ordinance for Impact fees as it conflicts with the formula provided by the City's rate consultant.

The "transmission charge" element of the impact fee relates directly to the infrastructure in the ground, whereas the "capital charge" element relates directly to the plant and treatment facilities to provide water. The Developer's investment for which the Utility Agreement is based is to provide a mechanism for reimbursement of the transmission lines (in-ground infrastructure). The Developer did not incur costs to construct treatment facilities, thus there is not relevant basis for reimbursement of these fees.

A copy of the Baker Groves Utility Agreement and correspondence received from Baker Groves is attached for your review.

OPTIONS:

1. Approve **partial** request from William F. Baker, Jr. on behalf of Baker Groves, Inc. to extend the termination date of the City's Utility Agreement with Baker Groves, Inc. dated February 6, 2008, to a term equal to the duration of the City's Impact Fee Waiver Program, and **do not include reimbursement of capital charges** from "Benefited Customers" and authorize the City Attorney to develop an agreement with Baker Groves. (This option requires no amendment to the Impact Fee Ordinance and requires no amendment to the Impact Fee Rate study.)
2. Approve **full** request from William F. Baker, Jr. on behalf of Baker Groves, Inc. to extend the termination date of the City's Utility Agreement with Baker Groves, Inc. dated February 6, 2008, to a term equal to the duration of the City's Impact Fee Waiver Program, and **to also include reimbursement of capital charges** from "Benefited Customers" and authorize the City Attorney to develop an agreement with Baker Groves. (This option requires an amendment to the Impact Fee Ordinance and this option also requires an amendment to the Utility Fee Rate Study.)

3. Do not extend termination date for the Baker Groves Utility Agreement and do not approve reimbursement of capital charges from "Benefitted Customers."

STAFF RECOMMENDATION:

Move to approve **partial** request from William F. Baker, Jr. on behalf of Baker Groves, Inc. to extend the termination date of the City's Utility Agreement with Baker Groves, Inc. dated February 6, 2008, to a term equal to the duration of the City's Impact Fee Waiver Program, and **do not include reimbursement of capital charges** from "Benefitted Customers" and authorize the City Administrator to develop an agreement with Baker Groves. (This option requires no amendment to the Impact Fee Ordinance and requires no amendment to the Impact Fee Rate study.)

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

City Attorney has reviewed this request and staff's recommendation is consistent with Legal Council opinion.

ROBERT F. VASON, JR., P.A.

ATTORNEY AT LAW
501 EAST FIFTH AVENUE
MOUNT DORA, FLORIDA 32757
TELEPHONE: (352) 383-4151
FACSIMILE: (352) 383-2311

ROBERT F. VASON, JR., ESQ.

EMAIL: RVASON@VASONLAW.COM

August 18, 2011

Mr. John Drury
City Manager
City of Tavares
201 East Main Street
Tavares, Florida 32778

Re: Baker Groves Pioneer Agreement
February 6, 2008

Dear Mr. Drury:

I am writing to you on behalf of Baker Groves, Inc., the Developer of both Lake View Center, Phase I, and Lake View Center, Phase II. Among other businesses a portion of this commercial development is now occupied by the offices of Drs. Radnothy-Perry (taxable value \$1,147,000.00), The Fountains (taxable value \$1,449,000.00), and the Best Western Inn (taxable value \$1,921,000.00). In addition it will soon be the site of Osprey Lodge, the \$23,000,000.00 development recently approved by the City of Tavares. Needless to say, Lake View Center has brought significant tax revenues to the City.

In order to develop Lake View Center, Baker Groves at its expense installed a 12 inch water line approximately 1,680 feet in length at a cost to Baker of \$80,000.00. Once this water line was completed the City required Baker to convey this \$80,000 capital improvement to the City.

Simultaneously with the conveyance by Baker to the City, the City of Tavares and Baker Groves entered into that certain Utility Agreement dated February 6, 2008, a copy of which I am attaching to this letter for your convenience. This Utility Agreement is a typical "pioneer" agreement which grants to Baker at least an opportunity to recover some if not all of Baker's \$80,000.00 outlay. Paragraph 4 of the Utility Agreement specifically states that the City and the Developer agree "... that the Developer shall be entitled to receive repayment from future utility customers ... who are benefitted by the subject capital water improvements" The City agreed to remit to Baker the transmission element of the water impact fee, which I understand to be \$390.00 per equivalent residential unit (ERU).

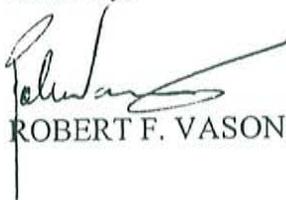
Mr. John Drury
City of Tavares
Page Two
August 18, 2011

Due to the current economic downturn and in an attempt to encourage new construction, the City has recently implemented a policy of waiving impact fees, which in essence deprives Baker of any opportunity to recover its \$80,000.00 investment. Although the City's waiver policy may be well-intentioned, it allows the City to unilaterally change the agreement entered into and signed by both Baker Groves and the City of Tavares. The February 6, 2008 Utility Agreement was negotiated and entered into in good faith by both parties under the premise that the City would both charge and collect impact fees from future utility customers. Baker Groves may well have relied upon the opportunity to recover some if not all of its expense before deciding to proceed with this project; had it known that there would be no possibility of being repaid, it may well have decided not to develop Lake View Center. It seems that the City of Tavares is punishing the entity that made the development possible (Baker Groves) in favor of those subsequent users who benefit from my client's efforts and contribution.

We are not necessarily advocating that the City of Tavares abandon its waiver policy but would hope for some mutually agreeable resolution. The transmission portion of the impact fee for Osprey Lodge alone would have been approximately \$24,000.00. Something seems morally amiss for the City of Tavares to accept Baker's \$80,000.00 capital contribution, promising Baker repayment through impact fees to be paid by future users, then unilaterally relieving future users from any obligation to pay.

I trust the City of Tavares will look into this matter and advise me accordingly.

Sincerely,



ROBERT F. VASON, JR.

RFV/kl
Enclosures

cc: Baker Groves, Inc.

LAW OFFICES
WILLIAMS, SMITH & SUMMERS, P.A.

380 WEST ALFRED STREET
TAVARES, FLORIDA 32778-3298

CHRISTOPHER J. SMITH
GARY L. SUMMERS
ROBERT Q. WILLIAMS
W. GRANT WATSON
KAELY SMITH FRYE

TELEPHONE:
(352) 343-6655
FAX (352) 343-4267

September 6, 2011

Robert F. Vason, Jr., Esquire
Robert F. Vason, Jr., P.A.
501 E. Fifth Ave.
Mt. Dora, FL 32757

Re: Baker Groves Pioneer Agreement

Dear Mr. Vason,

Thank you for your letter dated August 18, 2011, regarding the above-referenced agreement. The City appreciates the valuable businesses that your client, Baker Groves, Inc., has developed in the City of Tavares, and the City looks forward to working with Baker Groves, Inc., on their ongoing and future projects in the City. The City strives to facilitate new opportunities for developers, such as your client, as much as possible. For that reason, on December 16, 2009, the City passed Ordinance 2009-34 waiving impact fees to minimize the start up expenses for new businesses during these challenging times. That impact fee waiver was extended for a second year and now is scheduled to sunset on December 31, 2011.

Contrary to your assertion, by implementing the City's impact fee waiver, it did not "unilaterally change", or breach the agreement that it made with your client. The pertinent part of the agreement states,

To reimburse the Developer for the Pioneer Credit, the City agrees to pay to the Developer the transmission element of the water impact fee collected from any new water utility customers/connections within Lake View Center who connect to the City water system.

It further states,

The City shall only be obligated to reimburse the Developer for the Pioneer Credit from the transmission element of the water capital charges actually received from the Benefited Customers.

These two contractual provisions support the City's position that it only agreed to transmit impact fee revenues that are collected or actually received. The agreement did not guarantee that the City would collect impact fees; that always remained the City's legislative prerogative. Since the City has not collected any impact fees, it is not

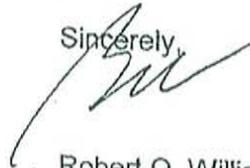
Robert F. Vason, Esquire
September 6, 2011
Page 2 of 2

obligated to furnish any amounts to Baker Groves, Inc. As soon as the waiver is lifted, and the City begins collecting impact fees again, it will transmit the fees collected to Baker Groves, Inc., in accordance with the agreement from any affected customer.

The City does not intend to waive impact fees in perpetuity. To spur new development in this challenging economy, the waiver was and is intended to *temporarily* assist developers by reducing the start up expenses involved in new development.

We look forward to working with Baker Groves, Inc., and the City will take all reasonable steps in the future to assist Baker Groves, Inc., as much as possible.

Sincerely,



Robert Q. Williams, Esq.

RQW/ksf

cc: John Drury, City Administrator

**BAKER GROVES, INC.
P.O. BOX 163
MOUNT DORA, FLORIDA 32756
352-383-5688**

September 7, 2011

VIA EMAIL DELIVERY

Mr. John Drury
City Manager
City of Tavares
201 E. Main Street
Tavares, Florida 32778

Re: Baker Groves Pioneer Agreement
February 6, 2008

Dear Mr. Drury:

As you know from the August 18, 2011 letter from our attorney, Robert F. Vason, Jr. (copy attached), Baker Groves recently contacted the City of Tavares seeking a resolution of an issue that has arisen under our February 6, 2008 Pioneer Agreement with the City of Tavares. The City's current policy of waiving impact fees has deprived Baker Groves of the ability to recover any portion of its \$80,000.00 capital contribution that was to be repaid pursuant to our Agreement. As Mr. Vason mentioned in his recent letter, the transmission portion of the impact fee for the recently approved Osprey Lodge alone would have been approximately \$24,000.00, which Baker Groves will never be able to recover, given the City's current policy of waiving impact fees for new development. Quite frankly, we were somewhat disappointed with the City Attorney's response of September 6, 2011, which offered no possible alternatives to this problem.

Baker Groves had another Pioneer Agreement with the City of Tavares, dated November 17, 1999, in the amount of \$67,101.66, for a water main along U.S. Highway 441. Because under the 1999 Pioneer Agreement Baker Groves received both the transmission portion and the treatment portion of the impact fees, Baker Groves has been totally reimbursed for its \$67,101.66 capital outlay under this prior agreement.

The February 6, 2008 Pioneer Agreement provides that Baker Groves receive only the transmission portion of the impact fee. In order to remedy the adverse affect the City's impact fee waiver is having on Baker Groves, we would like to suggest the following solutions:

Mr. John Drury
Page Two
September 7, 2011

1. Extend the February 6, 2008 Pioneer Agreement for the same length of time the City's impact fee waiver remains in effect; and
2. Modify the February 6, 2008 Pioneer Agreement in order to provide that Baker Groves, Inc. be reimbursed from both the transmission portion and the treatment portion of the impact fees when collected.

We believe that this would be a fair solution to both the City of Tavares and to Baker Groves, Inc.

The only other suggestion that we can make is that when the City does start collecting impact fees again the City reimburse Baker Groves the amount we have lost during the time of waived impact fees. The City could do this from other impact fees that they collect from other projects or from the treatment fees.

Thank you for your consideration.

Sincerely,

William F. Baker, Jr.

/wfb
Enclosures

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (the "Agreement") is made and entered into as of the 6th day of February, 2008, by and between THE CITY OF TAVARES, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), and BAKER GROVES, INC. a Florida corporation, ("Developer"), whose mailing address is 2051 Morningside Drive, Mount Dora, Florida 32757.

RECITALS

1. The City owns and operates a central water utility within a designated utility service district.

2. The Developer owns property inside the City and within the City's utility service district. The Developer has constructed potable capital water lines connected to the City's utility system to make potable water services available to Lake View Center.

3. The Developer has constructed the potable water lines and facilities pursuant to the City's plans and specifications, and it has paid the entire cost to design, permit, construct, and inspect that construction. In return, pursuant to its capital line extension policy, Ordinance 2002-29, the City is willing to reimburse the Developer from future water capital charges collected within Lake View Center.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. Construction of Capital Lines and Facilities. The City acknowledges that the Developer, at its expense, has constructed the following capital infrastructure improvements to wit:

(i) Capital Water Improvements: Approximately 1,680 feet of 12" water line as specified and approved by the City, required to transmit potable water to Property, and within the adjacent service area.

3. Conveyance of Improvements. All of the capital utility facilities constructed pursuant to this agreement shall be the property of the City. The Developer agrees that this agreement shall act as a bill of sale that shall convey to the City all of Developer's right, title and interest in and to the subject capital utility lines and facilities upon execution of this Agreement.

4. Capital Cost: Pioneer Reimbursement

The City and the Developer agree that the Developer shall be entitled to receive repayment from future utility customers within Lake View Center, as described on attached Exhibit "A", who are benefited by the subject capital water improvements in an amount equal to 100% of the Actual Cost of Construction of the aforementioned utility improvements. "Actual Cost" as used in this paragraph shall mean the reasonable charges incurred and paid by the Developer in constructing the upsized capital lines and facilities. "Actual Cost" shall specifically include construction, labor, materials, right of way acquisition, engineering fees, design fees, and permit fees directly attributable to the capital construction, as agreed upon by the City.

a). Reimbursement Amount

i) The parties acknowledge that the agreed upon Actual Cost for the capital water line improvements is \$80,000.00, which shall be repaid to Developer as set forth in the following paragraph. Developer, nor any of the properties in Lake View Center, shall be entitled to any credit against water impact fees resulting from the construction of the subject utility improvements.

ii). The \$80,000.00 Actual Cost paid by the Developer for the subject capital water line improvement shall be referred to as the "Pioneer Credit." To reimburse the Developer for the Pioneer Credit, the City agrees to pay to the Developer the transmission element of the water impact fee collected from any new water utility customers/connections within Lake View Center who connect to the City water system (the Benefitted Customers"). No interest shall accrue or be payable on the Pioneer Credit. The City shall collect and pay to the Developer the sums due for the Pioneer Credit on a quarterly basis. The City shall only be obligated to reimburse the Developer for the Pioneer Credit from the transmission element of the water capital charges actually received from the Benefitted Customers. Any building permits issued prior to the execution of this Agreement for which the Developer would be entitled to a Pioneer Credit hereunder shall be reimbursed by the City no later than 45 days from the effective date of this Agreement. The City's obligation to reimburse the Developer for the Pioneer Credits shall terminate ten (10) years from the date of this Agreement. The Pioneer Credits shall only be payable to the Developer, and may not be transferred or assigned to any other person.

5. Documentation from Developer. The Developer shall submit to the City from the Developer's project engineer copies of all applications for draw requests, contractor's affidavits, certificates from the project engineer, and a set of as-built drawings for all of the improvements contemplated hereby. The Developer shall also assign to the City all warranties and guarantees that it has on the improvements.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Waiver; Modification. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

10. Application; Affect. If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall be affected thereby and shall be enforced to the greatest extent permitted by law.

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: John H. Drury, City Administrator
City of Tavares
201 East Main Street
Tavares, Florida 32778
Telephone: (352) 742-6209

Copy to: Robert Q. Williams, Esquire
Williams, Smith & Summers, P.A.
380 West Alfred Street
Tavares, Florida 32778-3298
Telephone: (352) 343-6655
Fax: (352) 343-4267

Developer: Baker Groves, Inc.
2051 Morningside Drive
Mount Dora, Florida 32757
Telephone: (352) 383-5688

Copy to: Robert F. Vason, Jr., Esquire
501 E. Fifth Avenue
Mount Dora, Florida 32757
Phone: 352-383-4151
Fax: 352-383-2311

12. Attorney's Fees. In the event of any dispute hereunder for of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable cost, fees, expenses, including but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

13. Performance. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

Print Name: Kimberly T. ...

Print Name: Kim ...

BAKER GROVES, INC. - "Developer"

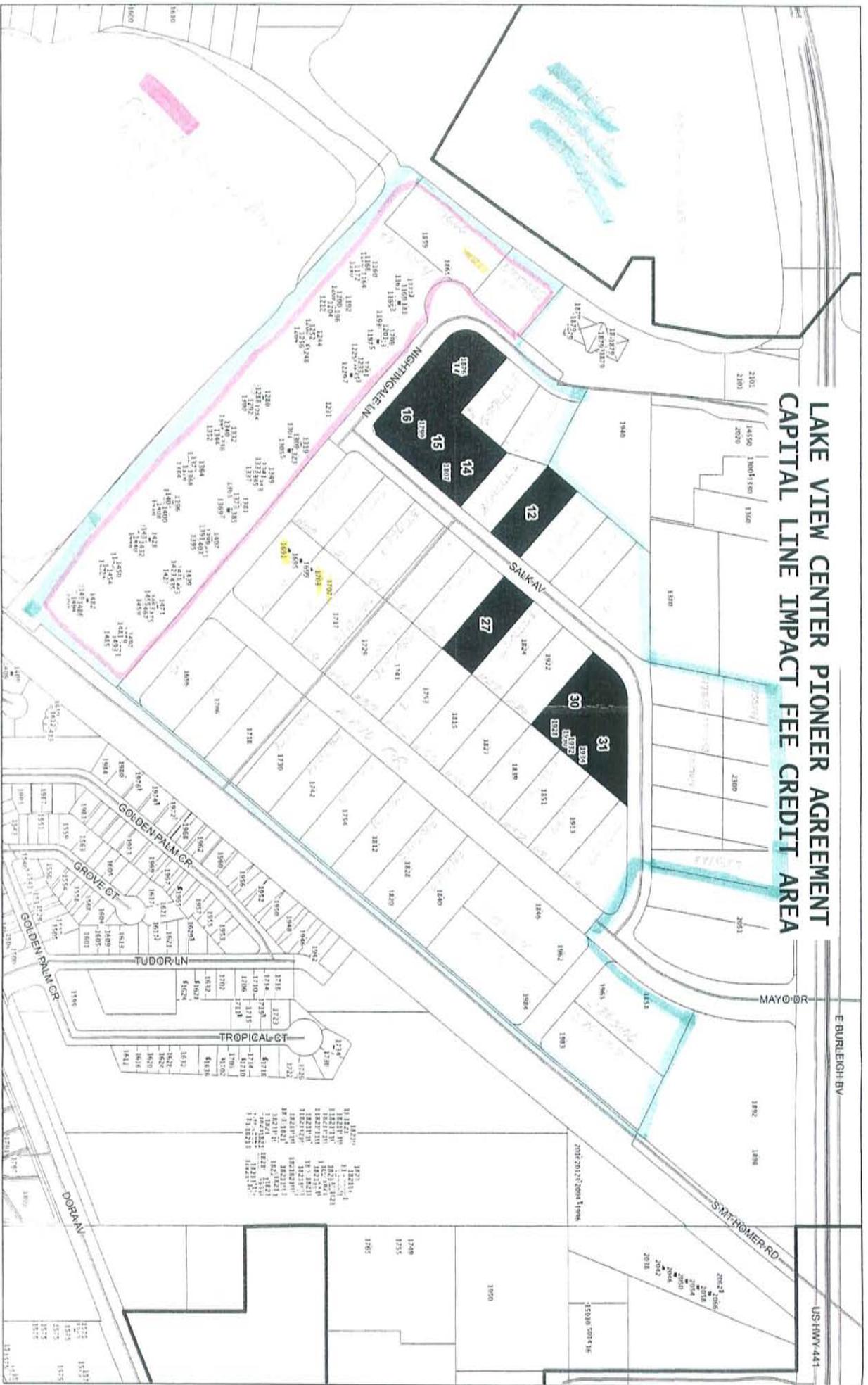
By: William Baker, Jr.
Its: President

Attest:
Nancy Barnett, City Clerk

CITY OF TAVARES, FLORIDA - "City"

By: John H. Drury
Its: City Administrator

LAKE VIEW CENTER PIONEER AGREEMENT CAPITAL LINE IMPACT FEE CREDIT AREA



**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 21, 2011**

AGENDA TAB NO. 12

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – October 5, 2011

- Code Enforcement Hearing – None in September

- Lake Sumter MPO – Board Meeting – September 28, 2011, 2 pm, MPO Board Room

- Lake County League of Cities – October 14, 2011 – 11:30 a.m.

- Library Board – October 14, 2011– 8:30 a.m. Library Conference Room, 314 N. New Hampshire

- Planning & Zoning Board - September 22, 2011, 3 pm, Council Chambers

EVENTS

League of Cities, Sponsors Night – September 28, 2011 – 6:00 pm
Lake Receptions

Empty Bowls Charity Event – October 17, 2011 – 5:30 pm – 8:30 pm
Wooton Park

Grand Opening for Aesop's Park – October 22, 2011 – 9 a.m. – 1 pm

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 21, 2011**

AGENDA TAB NO. 13

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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