AGENDA
TAVARES CITY COUNCIL

December 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 - December 7, 2011

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS — Nancy Barnett

VIII. CONSENT AGENDA

Tab 2) Acceptance of Grant for Floating Boat Dock for Tavares Recreational Park — **Tammey Rogers**

Tab 3) Acceptance of Grant from Emergency Management Services for Grant for Kayaks — **Richard Keith**

Tab 4) Second Amendment to Interlocal Agreement with Lake County – Extension of Agreement to December 2012 — **Tammey Rogers**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

Tab 5) Ordinance #2011-14 – Amendment to Land Development Regulations – Chapter 8, Updating & Consolidating Table 8-2 - Permitted Uses in Zoning Districts	**Jacques Skutt**
Tab 6) Ordinance #2011-15 - Extension of Impact Fee Credits for Six Months	**Bill Neron**

RESOLUTIONS

Tab 7) Resolution #2011-22 – Capital Lease Purchases - Amendment	**Lori Houghton**

X. GENERAL GOVERNMENT

Tab 8) Financial Plan to Reconstruct Historic Train Station at Wooton Park	**Bill Neron**
Tab 9) Lease Agreement with Tourist Train at Train Station	**Bill Neron**
Tab 10) Lease Agreement with Tavares Chamber of Commerce at Train Station	**Bill Neron**
Tab 11) Wooton Park Wonderland Playground - 20th Year Celebration 2012	**Tammey Rogers**
Tab 12) Amendment to Land Development Regulations to Allow Cattle within City Boundaries under Certain Conditions	**Jacques Skutt**
Tab 13) Approval of Bid Ranking for Grading of Ballfields at Woodlea Ballfield	**Tammey Rogers**
Tab 14) Request to Approve Agreement with Griffey Engineering to Design and Prepare Bid Documents for the Cromartie Alley (Alley #1)	**Chris Thompson**
Tab 15) Request to Enter into Developer's Agreement with Tavares Station to Make Improvement of Alleyway off Ruby	**Chris Thompson**

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 16) City Administrator — **John Drury**

Tab 17) Council Reports — **City Councilmembers**

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

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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

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.

Tab 1

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
DECEMBER 7, 2011
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT **ABSENT**

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

STAFF PRESENT

John Drury, City Administrator
Lori Houghton, Finance Director
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Chief Stoney Lubins, Police Department
Chief Richard Keith, Fire Department
Brad Hayes, Utility Director
Chris Thompson, Public Works Director
Joyce Ross, Communications Director
Bill Neron, Economic Development Director
Tammey Rogers, Community Services Director
Lori Tucker, Human Resources Director

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Greg Watts, Liberty Baptist Church, gave the invocation and those presented recited the Pledge of Allegiance.

III. SWEARING IN OF NEW COUNCILMEMBER

Mayor Wolfe stated Councilmember Smith would be sworn into office. Chief Lubins gave the Oath of Office to Councilmember Kirby Smith.

IV. ELECTION OF MAYOR

Mayor Wolfe passed the gavel to Mr. Drury to conduct the election.

Mr. Drury reviewed the process for the electing the mayor and then declared the nominations open.

Kirby Smith nominated Robert Wolfe. There were no other nominations and the nominations were closed.

VOTE ON MAYOR

Robert Wolfe was elected to be Mayor for the term 2011-2012 by unanimous vote 5-0.

V. ELECTION OF VICE MAYOR

Mr. Drury passed the gavel back to Mayor Wolfe. Mayor Wolfe thanked Council for its support.

Mayor Wolfe declared nominations open for Vice Mayor.

Kirby Smith nominated Bob Grenier.

Lori Pfister nominated Sandy Gamble. Councilmember Gamble declined the nomination.

VOTE ON VICE MAYOR

Bob Grenier was elected to be Vice Mayor for the term 2011-2012 by unanimous vote 5-0.

VI. APPROVAL OF AGENDA

Councilmember Smith requested to have Tab 4 pulled from the Consent Agenda.

MOTION

Bob Grenier moved, to approve the agenda with pulling Tab 4 from Consent, seconded by Kirby Smith. The motion carried unanimously 5-0.

VII. APPROVAL OF MINUTES

Tab 2) Approval of Minutes from the October 19, 2011 and November 16, 2011 City Council Meetings

MOTION

Kirby Smith moved to approve the minutes of October 19, 2011 and November 16, 2011, as submitted seconded by Sandy Gamble. The motion carried unanimously 5-0.

VIII. ETHICS AND SUNSHINE LAW PRESENTATION

Attorney Williams discussed public meetings, public records, and ethics as related to the Sunshine Law. He discussed public emails and the city's email archiving system.

He discussed the Florida Gift Law which prohibits elected officials from getting certain kinds of gifts over the level of $25.00. He noted there are ways to file exemptions. He said the other issue is public service fraud which is a federal statute with a similar state statute complement that is very broad in its potential reach. It has to do with actions that are unethical and violate the public trust. He gave examples of recent cases in Florida. He recommended that Council call him for an opinion on any matter concerning public service fraud, gifts, Sunshine Law, etc.

IX. CHECKING AUTHORIZATION

Ms. Houghton said after every election the city must designate the signers for city checks. Currently it is the Mayor and/or Vice mayor, and City Administrator and/or the Finance Director.

MOTION

Kirby Smith moved to approve the staff recommendation of the Mayor, Vice mayor, City Administrator and Finance Director to be authorized to sign checks, seconded by Sandy Gamble. The motion carried unanimously 5-0.

X. PROCLAMATIONS/PRESENTATIONS

None

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

Attorney Williams stated there was one quasi-judicial matter on the agenda, Tab 8, the application for a special use permit for Children's House of Learning. He asked those present to be sworn in who wished to give testimony. He then asked Council to declare any ex parte communications on this application. None indicated.

XII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD

Ms. Barnett read the following ordinances and resolutions into the record by title only:

ORDINANCE 2011-14

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE FOLLOWING SECTIONS OF THE CITY LAND DEVELOPMENT REGULATIONS; CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, AND ASSOCIATED NOTES; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2011-15

AN ORDINANCE AMENDING ORDINANCE 2010-22 OF THE CITY OF TAVARES, FLORIDA PERTAINING TO THE WAIVER OF IMPACT FEES;

EXTENDING THE WAIVER TO JUNE 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2011-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS; BY AMENDING CHAPTER 24, SECTION-24E, PERMIT FEE EXEMPTIONS TO ALLOW A PERMIT FEE EXEMPTION FOR MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS TO REMOVE ARCHITECTURAL BARRIERS TO ACCESS AND IMPROVE ACCESS FOR PERSONS WITH MOBILITY IMPAIRMENTS, INCLUDING BUT NOT LIMITED TO RAMPS AND BATHROOM RENOVATIONS PROVIDED THAT SUCH STRUCTURES COMPLY WITH STATE AND/OR FEDERAL REGULATIONS WHEN APPLICABLE, SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2011-25

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, APPROVING A SPECIAL USE PERMIT FOR THE OPERATION OF A CHILD CARE CENTER PROPOSED TO BE LOCATED AT 314 EAST MAUD STREET; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

XIII. CONSENT AGENDA

Tab 4) Interlocal Agreement with Lake County for CDBG Grant for Sidewalk Project – St. Clair Abrams (Removed from Consent Agenda)

Mr. Thompson said this was a request to enter into an agreement with Lake County for sidewalk improvements along the east side of St. Clair Abrams. The CDBG grant will be in the amount of $52,500 is a 100% reimbursable funding source.

Councilmember Smith said he had noticed under the fiscal Impact implementation schedule, bids would not be solicited until January 2012 and not approved until February or March 2012. He said under Other Funding in the Appendix there was reference to a figure of $37,000 in the budget. He asked if the bids are more than $52,500 what would be the source of the other funding.

Mr. Thompson acknowledged that the total cost is estimated at $89,500. However he said Appendix B should read "in kind" funding. He said a dollar amount was estimated for the sidewalk demolition, tree removal, utility adjustments, etc. which will be done in-house by the City with no additional dollar amounts. Councilmember Smith asked if the engineering oversight, design and permitting would be done in-house? Mr. Thompson confirmed. Councilmember Smith said he would approve the project so long as it was understood that the costs would not go over $52,500 and no monies were taken from reserves.

Mr. Drury noted in the future the description will be clarified for any in kind services.

MOTION

Kirby Smith moved to approve the CDBG grant for St. Clair Abrams improvements at $52,500, seconded by Sandy Gamble. The motion carried unanimously 5-0.

XIV. ORDINANCES/RESOLUTIONS

Tab 5) Ordinance #2011-14 – Amendment to Land Development Regulations – Chapter 8, Updating & Consolidating Table -8-2- Permitted Uses in Zoning Districts – First Reading Only

Tab 6) Ordinance #2011-15 – Extension of Impact Fee Credits for Six Months – First Reading Only

Tab 7) Ordinance #2011-13 – Permit Fee Exemption for ADA Modifications

Mr. Skutt reported that the purpose of this ordinance is to amend Chapter 24, Section 24 E, of the City of Tavares Land Development Regulations to allow permit fee exemptions for commercial permits for construction and/or modifications to remove architectural barriers to access and improve access for persons with mobility impairments.

Mayor Wolfe invited public comment.

MOTION

Kirby Smith moved to approve Ordinance #2011-13, seconded by Bob Grenier. The motion carried unanimously 5-0,

Tab 8) Resolution #2011-25 – Special Use Permit for Children's House of Learning

Mr. Skutt made the following report:

The subject property is located on the southwest corner of Maud Street and Disston Avenue. It is zoned CD (Commercial Downtown). Situated on this property is a one storey single family dwelling which the applicant desires to convert to a child care center (daycare). In addition to the converted dwelling, the applicant is proposing to place three modular buildings on the site to be used for the same purpose. A conceptual site plan has been submitted and is attached to this report. A condition of the Special Use permit is that a site plan be prepared in accordance with the City's Land Development Regulations and approved through our usual site plan review process.

The applicant has hired Jass & Associates Architecture to modify the modular buildings to comply with the city's commercial architectural design standards specified within our Land Development Regulations. These preliminary plans are attached to this summary. City staff will not approve a

site plan unless all structures are constructed and all improvements to the site are done in accordance with our codes.

Staff does concur that this location within our Commercial Downtown District is appropriate for a child daycare facility provided that it meets our architectural standards.

Mr. Skutt noted an objection was heard from Mr. Stephen Birr at the Planning & Zoning Board who owns adjacent property. He said Mr. Birr's objections focused mainly on traffic and sound concerns. The Planning & Zoning Board voted 5-2 to recommend approval and staff recommends approval. One of the conditions in the resolution is compliance with the city's design standards.

Mayor Wolfe asked the applicant to make a statement

Brenda Phillips, 35814 CR 437, Eustis

Mayor Wolfe asked Ms. Phillips why she would not consider a site built facility. Ms. Phillips said it is due to cost but she is still investigating modular versus site built and she said she will work with the city on the design once she has made a final decision.

Discussion followed regarding the architectural design, the proposed location, fencing, etc.

Attorney Williams noted the city's standards apply whether it is modular or site built and the laws do not allow the city to discriminate between modular and site built construction so long as it meets the building codes and complies with the city's architectural requirements.

Councilmember Gamble asked for clarification on traffic and the age range of the children. Ms. Phillips said the children will range from one year to school aged. She said the plan for traffic is to come off of Disston, through the alley and exit off Maude. She said the maximum number of children is 100.

Vice Mayor Grenier asked about the time process in terms of meeting the standards. Mr. Skutt said before occupancy of the building is allowed, the applicant will have to comply with all the site requirements including the architectural standards.

Councilmember Smith noted there was a proposed façade to make it appear as though the three buildings are attached. He said he noticed a proposed six foot fence around the three modular buildings connecting to the permanent existing stucco residence. He asked about fence requirements. Mr. Skutt said it cannot be a chain length fence. Councilmember Smith thanked Ms. Phillips for choosing Tavares.

Councilmember Pfister asked about zoning for a daycare. Mr. Skutt said daycares are allowed in a variety of zones within the city but in every case a special use permit is required because of the unique characteristics. Ms. Pfister asked questions about the neighboring uses and access to Wooton Park.

Ms. Phillips said it has not been her desire to relocate but Progress Energy wishes to have her property and this has been the most favorable location.

MOTION

Kirby Smith moved to approve Resolution #2011-25, Special Use Permit, seconded by Sandy Gamble.

Discussion followed regarding the importance of abiding by the architectural standards.

The motion carried unanimously 5-0.

XV. GENERAL GOVERNMENT

Tab 9) Report on Options for Green Initiatives

Mr. Skutt said he had done research to find other cities that had waived impact fees for green construction; however, he had not been able to find an example. He said he did find many cities that gave a wide range of incentives for building green, such as building permit fee waivers, expedited permit, rebates, promotional awards, density bonuses, and tax exemptions. He said he also reviewed an extensive 36 page white paper that gave a legal analysis of what would have to be considered in developing a program based on impact fee waivers.

He said he had provided a copy of Sarasota County's program as an example, along with other government entities in Florida. He recommended that staff be directed to formulate a program based on incentives other than impact fees.

Councilmember Pfister spoke in support.

Mayor Wolfe invited public comment.

MOTION

Lori Pfister moved to instruct the staff to develop an incentive program for building green similar to Sarasota County, seconded by Kirby Smith. The motion carried unanimously 5-0.

Tab 10) Appointment to the Citizen Advisory Committees of the Metropolitan Planning Council

Mayor Wolfe recommended reappointment of David Clutts to the Citizen Advisory Committee. and Alisha Maragalivia to the Bicycle Pedestrian Committee.

MOTION

Sandy Gamble moved to approve the Mayor's recommendations to the Citizen Advisory Committees as stated, seconded by Kirby smith. The motion carried unanimously 5-0.

Tab 11) Appointment to the Police Pension Board

Mayor Wolfe appointed Norman Hope to the Police Pension Board.

MOTION

Sandy Gamble moved to approve the Mayor's recommendation of Norman Hope to the Police Pension Board, seconded by Kirby Smith. The motion carried unanimously 5-0.

Tab 12) Approval of Contract with Griffey Engineering to Design Pervious Pavers for the Coven Alleyway

Mr. Thompson said this is a request to approve the selection of Griffey Engineering and authorize the City Administrator to enter into the contract for a biddable design and oversight for paving the unimproved Coven alleyway in the amount of $5,000.

MOTION

Sandy Gamble moved for the City Administrator to enter into a contract with Griffey Engineering in the amount of $5,000 for the biddable design and oversight of the half block northern section of the Coven alleyway, seconded by Bob Grenier.

Councilmember Smith questioned the choice of Coven alleyway as he said there are alleyways that are only half done in the city that should be a priority as they are more accessible to the public. He discussed several alleyways he had observed recently. He said the current Coven alleyway goes to two triplexes and a single house and is already paved.

Vice Mayor Grenier asked what the costs would be to finish the longer alleyway sections. Mr. Drury noted staff will have to measure and determine the costs. He noted there is a limited budget left to do alleyways and this one fits the budget and will probably not be addressed under the one way pairing project. He said, however, there is probably another alleyway that could be done for the same price.

Mr. Thompson added one factor is that are no utility considerations in the Coven alleyway as it only has lateral water lines. Mayor Wolfe asked the total cost of the job. Mr. Thompson said the cost is about $35,000 per alley. He said for half an alley it would probably be about $25,000.

Councilmember Gamble said he agreed with Councilmember Smith. He said he was unaware of alleys that had only been done halfway.

The motion failed 5-0.

Mr. Thompson said he would bring back another alleyway for Council's consideration.

Tab 13) Approval of Florida League of Cities Legislation Priorities

Council chose the following five priorities based on 10 recommended by the League of Cities:

Kirby Smith - Economic Development

Robert Wolfe – Municipal Police and Firefighter Pension Plans & Disability Presumptions
Bob Grenier – Pending Ordinance Doctrine
Sandy Gamble – Public Safety Telecommunications Certification Exemption
Lori Pfister – Energy

Consensus for the City Administrator to recommend these priorities to the Lake County League of Cities

Tab 14) Bottled Water Policy/Report on Sales

Ms. Houghton noted she had provided a worksheet in the agenda packet. The original order was for 1,584 cases or 38,016 bottles. The total fixed cost was $1,420. The variable cost per cart per case was $6.95. The cost per bottle was 33 cents and the total cost was $12,428.00.

Staff is proposing that of the 1,584 bottles, 283 be sold as retail, 551 be sold for wholesale, and 750 cases be available for branding and promotional initiatives. This breakdown will allow the city to break even so the cost can be recouped. She discussed current prices for water in the surrounding stores.

Mayor Wolfe invited public comment.

Charlotte Hope, Fox Run

Ms. Hope said she had purchased several cases from Sam's Club recently and paid slightly less than twelve cents a bottle and after that found it at under five cents a bottle.

MOTION

Kirby Smith moved to approve the City of Tavares policy of giving half the bottles to the nonprofits at no cost, seconded by Lori Pfister.

Discussion

Councilmember Smith suggested encouraging the vendors to sell the city's bottled water at the Mt. Dora and Eustis events.

Councilmember Pfister noted the chances of breaking even in one year is unlikely so it is not a break even project.

Mayor Wolfe said the bottles have been purchased and it is better to get the brand out.

Mr. Drury noted staff will provide a full report in one year's time and will endeavor to get the vendors to purchase and sell the city's water.

Councilmember Pfister suggested dropping the price on the wholesale price for the for-profits to assist in reducing the inventory. Ms. Houghton said this would enable staff to reduce for quick sale.

Councilmember Gamble asked if the motion enabled all nonprofits to be given the bottled water or just those within the city. He said he did not want to limit the local nonprofits from having access to the water.

AMENDED MOTION

Kirby Smith moved to amend his motion to only allow nonprofit organizations in the Golden Triangle area and leave it to staff discretion to reduce the cost of bottled water to profit oriented businesses, seconded by Lori Pfister.

The amended motion carried unanimously 5-0.

XVI. OLD BUSINESS

None

XVII. NEW BUSINESS

None

XVIII. AUDIENCE TO BE HEARD

Betty Burleigh, 214 New Hampshire Avenue

Ms. Burleigh said that former Councilmember Patricia Farner, passed away last month. She said she served between 1972 and 1976 and was the first female President of the City Council. She fought for the creation of the Fire Department in 1973. Ms. Burleigh discussed the history of the Fire Department in Tavares.

Brenda Smith, 1250 Smith Avenue

Ms. Smith said on behalf of the Historical Society she wished to thank Council for the water bottles with the Tavares brand that will go into the archives that includes other historical fundraising projects such as small wooden pocketbooks, a Monopoly game, and Christmas tree ornaments.

XIX. REPORTS

Tab 12) City Administrator

Mr. Drury stated that in addition to the meetings listed, he wished to note that the City of Eustis will be the host for the upcoming Golden Triangle Summit Meeting and has asked if Monday January 30, 2012 at 5:30 p.m. will be acceptable to the City Council. He noted not every councilmember is expected to attend but he just wanted to ensure that the majority of the members would be available. **Consensus that this date is acceptable.**

Economic Development Director
Mr. Neron said on Saturday the Tavares Santa will be at the Prop Shop to welcome families with kids.

Tab 14) City Council

Councilmember Pfister
Councilmember Pfister stated Ms. Rogers and staff had done a superb job for the "Flight before Christmas" noting it was the largest crowd the city has ever had for this event.

Councilmember Gamble
Councilmember Gamble added that he had received positive feedback about this event as well.

- Noted in the park someone has broken one of the lights that goes up in the tree and it is laying on its side
- Commented on the lightshow and the music.

Mr. Neron said staff is working to have the lights reprogrammed and hoped to have it operational very soon.

- Noted the only thing missing from the Light Up was having the lights in the trees.

Vice Mayor Grenier
- Acknowledged today is Pearl Harbor Day
- Noted he enjoys receiving the positive emails from staff

Councilmember Smith
- Wished congratulations to Councilmember Pfister for winning the Twas the Night Before Christmas poem
- Extended congratulations to Mayor Wolfe and Vice Mayor Grenier for being re-elected for another year

Mayor Wolfe
Mayor Wolfe thanked Ms. Rogers and all he staff who worked on the Light Up Event. He said it will be up to Council to come up with money for the tree lights.

Councilmember Gamble noted the Junior Women's Club had started the Light Up Event.

Adjournment

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

Respectfully submitted,

Nancy Barnett

Nancy Barnett, CMC
City Clerk

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TAVARES

America's Seaplane City

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

AGENDA TAB NO. 2

SUBJECT TITLE: Florida Boating Improvement Program (FBIP) Grant Agreement—Tavares Recreational Park Dock Replacement/Improvements

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OBJECTIVE:

To approve and accept the FBIP grant program agreement made between the City of Tavares and Florida Fish and Wildlife Conservation Commission for the installation of a floating dock and removal of sediment at Tavares Recreation Park.

SUMMARY:

The Agreement amount is $53,500.00 and will be matched by the city in a combination of budgeted funds and in-kind services in the amount of $20,000.00, for a total project cost of $77,500.00.

The construction of the dock system will be advertised in a competitive bidding process and the design of these improvements and the environmental permitting have already been accomplished.

OPTIONS:

1) Approve Agreement for boating improvements
2) Do not approve

STAFF RECOMMENDATION:

Move to approve the Florida Boating Improvement Program (FBIP) Grant Agreement between the City of Tavares and Florida Fish and Wildlife Conservation Commission for Tavares Recreational Park Dock Replacement/Improvements

FISCAL IMPACT: $20,000.00 (budgeted in f/y2012)

LEGAL SUFFICIENCY: This item meets legal sufficiency.

Florida Fish
and Wildlife
Conservation
Commission

Commissioners
Kathy Barco
Chairman
Jacksonville

Kenneth W. Wright
Vice Chairman
Winter Park

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Charles W. Roberts III
Tallahassee

Dwight Stephenson
Delray Beach

Brian S. Yablonski
Tallahassee

Executive Staff
Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

Division of Law Enforcement
Colonel Jim Brown
Director

(850) 488-6251
(850) 921-5786 FAX

Wildlife Alert
888-404-3922

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

December 1, 2011

Ms. Tamera Rogers, Director
Community Services, Parks and Recreation
City of Tavares
P.O. Box 1068
Tavares, Florida 32778-1068

RE: Contract No. 11141
Florida Boating Improvement Program (FBIP) Grant Agreement
Tavares Recreational Park Dock Replacement

Dear Ms. Rogers:

Enclosed are two (2) originals of the Grant Agreement for the FY 2011/12 FBIP grant award to the City of Tavares. Please have the Grant Agreement reviewed, signed by the authorized designee and return all originals to me. Upon full execution, an original will be returned to your office.

In addition, enclosed as Attachment I to the Agreement is the Certification Regarding Debarments, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Federally Funded Transactions. Please complete this form and return a **copy** to me.

If you have any questions or need further information, please call me at (850) 617-9559, or e-mail tim.woody@MyFWC.com. You may also contact Katrina Thompson at (850) 617-9593, or email katrina.thompson@MyFWC.com.

Sincerely,

Tim W

Tim Woody, Program Administrator
Florida Boating Improvement Program
Boating and Waterways Section

/tw
Enclosures

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

AGENDA TAB NO. 3

SUBJECT TITLE:
Acceptance of Emergency Medical Services Grant For Purchase Of Two (2) Kayaks and Carriers for Fire Department's Surface Water Rescue Program.

OBJECTIVE:

The objective of this agenda item is to give City Council an opportunity to accept two (2) Kayaks and ancillary equipment (roof-top racks) that will be purchased through a Lake County Emergency Medical Services (E.M.S.) grant (value $1,238.92).

SUMMARY:

The Florida Department of Health offers an annual grant program to each county. The individual counties are responsible for the administration of the grant and distribution of these funds. Lake County relegates the responsibility of the grant funds to the County Medical Director Paul Bannerjee, M.D. and Lake County Fire Rescue Division. Agencies desiring to receive funds from this grant present their request to Dr. Bannerjee, who ranks the request and ultimately approves or disapproves the request.

The City received two Automatic External Defibrillators (A.E.D.s) from this grant two years ago. This year, Tavares Fire Department requested, and Dr. Bannerjee has approved, the purchase of two (2) kayaks and ancillary equipment for Tavares Fire Department.

Dr. Bannerjee's list of approved items goes to the Board of County Commissioners for approval. This list was approved by the Board, and was signed by B.C.C. Chair Jennifer Hill on September 27, 2011 (see attached document, titled "Request for Grant Fund Distribution").

The kayaks will remain the real property of Lake County, but are provided to the City at no cost.

These kayaks will be carried on our fire trucks, one at each station. The kayaks will provide rapid access individuals in distress on the water, especially those waters that are not easily accessed with motorboats.

Tavares City Council is being asked to approve the acceptance of this grant.

Note: There is a clerical error in the state fiscal year reflected in the Request for Grant Distribution. It should read October 1, 2011, ending September 30, 2012.

Options:

Option 1: City Council may move to accept the Florida Department of Health grant for two (2) kayaks and ancillary equipment.

Option 2: City Council may move to not accept the Florida Department of Health grant for two (2) kayaks and ancillary equipment.

STAFF RECOMMENDATION:

Move Option 1: Move to accept the Florida Department of Health grant for two (2) kayaks and ancillary equipment.

FISCAL IMPACT:

The Fire Department will initially purchase the two kayaks and carrying racks at a total cost of $1,238.92 from the Department's Operating Supply budget line. The County will reimburse the city $1,238.92, for an ultimate null fiscal impact on the city.

LEGAL SUFFICIENCY:

It is legally sufficient.

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Lake County Board of County Commisioners

Mailing Address: PO Box 78

Tavares, Florida 32778

Federal Identification number: 59-6000-695

Authorized Official: _____ 9/27/11
Signature Date

Jennifer Hill, Chairperson BOCC
Type Name and Title

Sign and return this page with your application to:

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: $_____ Grant ID: Code:C70

Approved By : _____ _____
Signature of EMS Grant Officer Date

State Fiscal Year: 2007 - 2008

Organization Code	E.O.	OCA	Object Code	Category
64-42-10-00-000	05	SF005	750000	059998

Federal Tax ID: VF_____

Grant Beginning Date: October 1, 2007 Grant Ending Date: September 30, 2008

DH Form 1767P, Rev. June 2002

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
TOTAL	$

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Tavares Fire Department	
2 Kayaks at $509.96	$1,019.92
2 carriers	$219.98
TOTAL	$
Grand Total	$ $1,238.92

DH Form 1684, Rev. June 2002

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

AGENDA TAB NO. 4

SUBJECT TITLE: Extension of Interlocal Agreement with Lake County for Woodlea Sports Complex funding

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OBJECTIVE: To approve a 12-month extension to the Interlocal Agreement between Lake County and the City of Tavares relating to the contribution of funds for construction of Phase I of the Woodlea Sports Complex.

SUMMARY: As a result of the necessity to rebid this project, an additional extension of the Interlocal Agreement with Lake County was essential. This extension will generously allow for any and all unforeseen circumstances that may arise.

The Lake County Board of County Commissioners approved this extension on Tuesday, December 6, 2011.

OPTIONS:

1) Approve the extension
2) Do not approve

STAFF RECOMMENDATION: Make a motion to approve a 12-month extension of the Interlocal Agreement between Lake County and the city for the contribution of funds for the construction of Phase I of the Woodlea Sports Complex.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency

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

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

WITNESSETH:

WHEREAS, on March 15, 2011, the CITY and the COUNTY entered into an Agreement to develop a Sports Complex located at 2770 Woodlea Road, Tavares, Florida, that is intended to include baseball, softball, and multi-use fields; and

WHEREAS, COUNTY agreed to reimburse CITY for construction costs incurred for the project in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00); and

WHEREAS, the Agreement provided should construction of the Sports Complex not be completed by September 30, 2011; the parties could extend the timeframe for reimbursement funding; and

WHEREAS, on or about November 22, 2011, the parties extended the original term until December 31, 2011 to complete construction of the project; and

WHEREAS, the CITY has now requested an additional extension until December 31, 2012.

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

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

Section 2. The timeframe for reimbursement funding as provided for in Section 3 of the Agreement shall be extended until December 31, 2012.

Section 3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2011; and City of Tavares through it City Council, signing by and through its Mayor, authorized to execute same by Council action on the ____ day of_____, 2011.

COUNTY

ATTEST:

LAKE COUNTY, through its
Board of County Commissioners

_____

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

_____

Leslie Campione, Chairman

This ___ day of _____, 2011.

Approved as to form and legality:

_____

Sanford A. Minkoff
County Attorney

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

CITY

ATTEST:

CITY OF TAVARES

_____

Nancy A. Barnett, City Clerk

_____

Robert Wolfe, Mayor

This ____ day of _____, 2011.

Approved as to form and legality:

_____

Robert Q. Williams, City Attorney

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 21, 2011

AGENDA TAB NO. 5 **SECOND READING**

SUBJECT TITLE: **Ordinance 2011-14**
Chapter 8 – Table 8-2 Permitted Uses and Associated Notes - Amendment to Land Development Regulations

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OBJECTIVE:
To consider an amendment to Chapter 8 of the Land Development Regulations updating and consolidating the permitted uses listed in Table 8-2 and the associated Notes.

SUMMARY:
The proposed ordinance has been drafted to consolidate and update the allowable uses listed in Table 8-2 of Chapter 8. The resulting chart will simplify the administration and enforcement of zoning regulations.

Highlights of Proposed Ordinance:

1. Consolidate many of the specific uses listed into general business, cultural, and industrial categories. No use presently allowed would be excluded in the consolidation.

2. Delete from RSF-A and RSF-1 the allowance for group homes of 7 or more residents (This appears to be an old typographical error).

3. Allow Pet Stores in commercial zones that offer boarding services provided that the location has outside open space for the animals and the over-night boarding is within an enclosed building. This is a unique concept that was not anticipated in the existing regulations.

OPTIONS:
1. That City Council moves to approve Ordinance 2011-14.
2. That City Council denies the proposed ordinance.

PLANNING & ZONING BOARD RECOMMENDATION:
At its November 17th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2011-14.

STAFF RECOMMENDATION:
Staff recommends that City Council moves to approve Ordinance 2011-14.

FISCAL IMPACT:
None

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

ORDINANCE 2011-14

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE FOLLOWING SECTIONS OF THE CITY LAND DEVELOPMENT REGULATIONS; CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, AND ASSOCIATED NOTES; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2005, the City of Tavares adopted the Land Development Regulations, Chapter 8, Table 8-2, Permitted Uses and Special Uses; and

WHEREAS, Chapter 8 puts forth permitted uses within identified geographic areas that are considered appropriate in nature to meet the desire of the community and which promote and protect land values; and

WHEREAS, the City of Tavares has proposed these changes and has determined that it is appropriate and in accordance with protecting the health, safety and welfare of the community; therefore;

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

Section 1. Text Amendments.

That the City of Tavares Land Development Regulations be hereby amended, and Chapter 8, Table 8-2 Permitted and Special Uses, and the associated Notes, be hereby repealed and replaced with a revised Chapter 8, Table 8-2 Permitted and Special Uses, and associated Notes, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Severability and Conflicts

The provisions of this ordinance are severable and it is the intention of the City Council of Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of

competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 3. Effective Date

This Ordinance shall take effect immediately upon its final adoption by the Tavares City Council.

PASSED AND ADOPTED this _____day of _____, 2011 by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

Exhibit A

Table 8-2 Permitted and Special Uses (30)

LAND USE	ZONING												
	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
AGRICULTURE													
Citrus Groves	P	P	P	P	P	P		P	P	P	P	P	
Wholesale plant production, wholesale nurseries, and greenhouses.												P	
Boarding of Horses	P (7)												
RESIDENTIAL													
Single-family Dwelling	P	P	P		P(28)	P(28)	(1)	P					
Two-family Dwellings, Duplexes			P(23)	P(23)			(1)(23)	P(23)					
Townhomes			P (24)	P (24)			(1)(24)	P (24)	P (24)				
Multiple-family Dwelling (3 or more attached dwelling units)				P(25)			(1)(25)	P(25)	P(25)				
Manufactured/Mobile Home Dwellings					P	P							
Travel Trailer and Motor Home Dwellings					P (4)								
Ancillary Apartments							(1)(2)	P(2)	P (2)				
Guest Apartments	P (3)		P (3)					P					
Boarding and Rooming Houses	P (21)	P (21)	P (21)	P (21)	P (21)	P (21)		P (21)					
Group Home / Community Residential Home (max. 6 residents)	S (5)	S (5)	P (5)	P (5)	S (5)	S (5)		S (5)					
Group Home / Community Residential Home (7 or more residents)			S (6)	S (6)		S (6)		S (6)					
Nursing Home				P			(1)	P					
Adult Congregate Living Facilities				P (26)			(1)	P (26)					
Adult Activity Center	P(27)	P(27)	P(27)	P	P	P	1	P	P	P	P		
PUBLIC/SEMIPUBLIC, INSTITUTIONAL													
Public and Private Schools (Elementary through High School)	S	S	S	S	S	S	(1)	S	S	S	S	S	S
Community Colleges, Colleges or Universities or College annexes							(1)		S		S	S	S
Libraries							(1)	S	S	S	P		P
Community Centers	S	S	S	S	S	S	(1)	S	S	P	P	P	P
Community Shelters	S	S	S	S	S	S		S	S				P
Government Facility							(1)						P
Churches and other places of Worship, with attendant educational and recreational facilities	S	S	S	S	S	S	(1)	S	S	P	P		
Hospitals							(1)				P	P	
Medical Clinics and Emergency Treatments Centers							(1)				P	P	
Medical Care Facility, outpatient only							(1)			S	P	P	
RECREATIONAL, CULTURAL AND CIVIC USES													
Community recreation buildings, utility buildings, recreation facilities or areas for use of subdivision or park residents.	S	S	S	S	P	P	(1)						
Community Boat Docks and Boat Houses	S	S	S	S	S	S	(1)						
Private docks and Boathouses	P (10)	P (10)	P (10)	P (10)	P (10)	P (10)	(1)		S	S	S		
Private Clubs and Lodges, Community Centers, Civic and Social Organization facilities							(1)	P (11)	P	P	P	P	(1)

	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
Parks, play grounds, recreational areas and recreational or community structures owned and maintained by any private non-profit or for-profit association							(1)		S	S	P	P	
Public Parks, Play grounds and Recreation Areas							(1)						P
General Cultural Uses							(1)	P (11)	P	P	P	P	P
Auditoriums, stadiums, arenas, and expositions							(1)				S	S	P
Health or Fitness uses							(1)	P (11)	P	P	P		
Family / General Entertainment uses							(1)		P	P	P	P	
BUSINESS AND COMMERCIAL USES													
Business and Professional office uses							(1)	P (11)	P	P	P	P	
Banks and Financial Institutions							(1)		P	P	P		
Grocery Stores							(1)				P		
Convenience Store (not including gas/fuel sales)							(1)	S (11)	P	P	P	P	
Convenience Store (including gas/fuel sales)							(1)				P	P	
Retail, General Business, or Personal Service							(1)	P (11)	P	P	P		
Retail, General Business, or Personal Service > 50K sq ft. – single use							(1)				P		
Personal Service or Specialty Shop with light retail							(1)	P (11)					
Retail plant nursery							(1)				P	P	
Medical/Dental/Optical Supplies Stores							(1)		P	P	P		
Medical and Dental/Optical Laboratories							(1)			S	P		
Restaurant / Food Service / Food Retail							(1) (20)	P (11) (20)	P (20)	P (20)	P (20)	P (20)	
Bar							(1) (20)		S (20)			S (20)	P
Adult Entertainment Establishments												S (22)	
Child Care Centers	P (8)	P (8)	P (8)	P (8)	P (8)	P (8)	(1)	S (9)	S (9)	S (9)	S (9)		
Business and Technical Trade Schools							(1)		P	P	P	P	
Vocational and Industrial Trade Schools											S	P	
Animal hospital, veterinary clinic or animal boarding with boarding of animals in completely enclosed buildings.							(1)			P	P	P	
Pet Stores that may include retail, grooming services, and boarding of domestic animals									P (29)	P (29)	P (29)		
Laundromats/Dry Cleaning (self service)							(1)	S (11)	P	P	P		
Laundry/Dry Cleaners without drive-through pickup (no on-site processing, not self service)							(1)	S (11)	P	P	P		
Laundry/Dry Cleaners with drive-through pick-up (no on-site processing, not self service)							(1)			P	P		
Laundry/Dry Cleaners with on-site processing							(1)				P	P	
Automobile/Truck, boat, motorcycle, recreational vehicles sales & rental											S (12)	P (12)	
Automobile/Truck Parts Sales											P	P	
Automobile/Truck/Motorcycle/Boat repair & service											P (13)	P (13)	
Car Wash											P	P	

	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
INDUSTRIAL USES													
Manufacturing, fabricating, processing, packaging, storage, and sales / distribution uses												P (12-16) (18) (20) (22)	
Mini-warehouse, personal storage facilities (climate controlled, internal entrance only)											S	P	
Retail accessory establishments (only for the sale of goods manufactured on site)												P	
Wholesale Stores											P	P	
Research Laboratory												P	
Radio and Television stations and transmitters, but no radio or television tower											P	P	
Wrecking Yards (including automotive vehicle wrecking yards) and junk yards												S	
Truck Stop												S	
Mobile home sales yards											S	P	
Fuel storage yards, coal, coke or wood yards.												S (15)	
PUBLIC UTILITY USES													
Refuse Transfer Stations												P	P
Sewage Treatment Facilities, local												P	P
Water withdrawal operations, local												P	P
Gas and water metering stations												P	P
Wireless Communications Towers, Antennas and Equipment Facilities							(1) (16)		S (16)	S (16)	S (16)	S (16)	P (16)
LODGING													
Hotel, Motel and Motor Court accommodations							(1) (18)		P(18)		P(18)	S (18)	
Bed and Breakfast Accommodations	S (19)	S (19)	S (19)					P (19)					
Tourist Resort							(1)						
MISCELLANEOUS													
Home Owners Association/Park Business Office	P	P	P	P	P	P							
Community Storage Areas for use of subdivision and park residents for storage of boats, boat trailers and recreation vehicles.		S	S	S	S	S							
Public parking lots and parking garages, either rental or free parking.									S	S	P	P	P
Transportation terminals including bus stations, railroad stations or other mass transit systems												P	P
Airports and heliports											S	S	P
Funeral Homes									P (17)	S (17)	P (17)		
Cemeteries and mausoleums													P

NOTES: Table 8-2 Permitted and Special Uses

1. This use may be permitted subject to the provisions of the Planned Development Regulations and subject to the authority of the Comprehensive Plan Future Land Use Map.

2. Ancillary Apartments are defined as dwelling units above the first story of any structure having the first story devoted to commercial uses.

3. a. One (1) Guest Apartment is permitted within the RSF-A zoning district subject to the following:

    1. the property is one (1) acre or larger in size; and,
    2. the apartment is used exclusively to house members of the family occupying the principal dwelling, or their non-paying guests; and,
    3. the living area is no greater in size than twenty-five percent (25%) of the living area, excluding carports, garages, breezeways, and screened or open porches of the principal dwelling or six-hundred (600) square feet, whichever is greater; and,
    4. the apartment complies with the setback requirements for a principal structure for the district in which it is located.

    c.. One (1) Guest Apartment is permitted within the RMF-2 zoning district in the Community Redevelopment Area Overlay subject to the following:

    1. the principal structure on the property is a single family detached residence; and
    2. the property meets the minimum lot area of the permitted zoning district; and,
    3. the apartment is located to the rear of the principal structure; and,
    4. the living area is no greater in size than twenty-five percent (25%) of the living area, excluding carports, garages, breezeways, and screened or open porches of the principal dwelling or six-hundred (600) square feet, whichever is greater; and,
    5. the apartment complies with a side setback of 7.5 feet and a rear setback of 5 feet; and
    6. the guest apartment is not permitted a separate driveway unless it is accessed by a rear alley, or the property is located on a corner lot.

4. Travel trailers and motor homes may be permitted in Residential Mobil Home Parks provided they are located in a separate section of the park and not intermingled with manufactured or mobile homes. Sewer, water and electrical utility connections must be provided.

5. Group Homes and/or Community Residential Homes with a maximum of six (6) residents may be permitted by approval of a Special Use Permit and shall be located no closer than one-thousand feet (1000') to another such home or within one-thousand-two-hundred feet (1200') of a group home with seven (7) or more residents.

6. Group Homes and/or Community Residential Homes with seven (7) or more residents may be permitted by approvai of a Special Use Permit and shall be located no closer than one-thousand two-hundred feet (1200') to another such home including group homes with six (6) or less residents.

7. Boarding of horses is permitted provided all of the following conditions are met:

    a. lot size must be greater than two-and-one-half (2.5) acres; and,

b. no more than two (2) horses may be boarded at one time per lot; and,
c. no commercial boarding is permitted; and,
d. no barn or stable may be located within fifty feet (50') of any property line.

8. Childcare shall be permitted subject to a maximum of six (6) unrelated children being cared for.

9. Childcare centers may be permitted subject to approval of a special use permit. In addition to other requirements that may apply, the child care center shall provide:

   a. usable indoor floor space and usable outdoor play area in accordance with State regulations consisting of a minimum square footage per child; and
   b. a fenced and landscaped buffer zone a minimum of ten feet (10') in width to screen the play area from abutting properties.

10. Private docks and boat houses are permitted provided that such structures maintain the same side yard as that required for the principal structure, and further provided that such structures comply with state and/or federal regulations as applicable.

11. Non-residential uses shall be limited to a maximum size of five-thousand square feet (5,000') devoted to any individual non-residential use or structure used for a nonresidential use.

12. All outside display areas shall be paved. Other hard surface treatments may be approved subject to special use procedures. This use includes repair work, which is purely incidental to the sales agency provided that the front line of the building used for repair work shall be at least thirty feet (30') from the right-of-way.

13. The establishment shall not store parts or vehicles other than those which are in the process of being serviced; all service areas shall be enclosed in such a manner that no service areas or parts storage areas are visible from the right-of-way; it must be demonstrated that noise, odor and fumes shall not create a nuisance for abutting property owners; the establishment shall be screened and buffered from adjacent uses.

14. Light manufacturing, fabricating, processing and packaging uses shall be permitted subject to all such activities taking place in a completely enclosed building.

15. A storage yard shall not be located closer than twenty-five feet (25') to any public street. Such yards shall be screened from view from any right-of-way by a six-foot (6') high fence. This provision shall not permit wrecking yards (including automobile wrecking yards), junkyards, or yards used in whole or in part for scrap or salvage operating. Nor shall this provision permit processing, storage, display, or sales of any scrap, salvage or second-hand building materials, junk automotive vehicles, or second-hand automotive vehicle parts. Storage of flammable liquids shall not be permitted.

16. Wireless communication towers, antennas and equipment facilities shall be subject to the provisions of *Section 8-12* of these zoning regulations.

17. Funeral Homes shall provide sufficient on-site parking, staging areas and/or service drives in order to accommodate parking and staging of funeral processions. Streets and public right-of-ways shall not be used for parking or to form funeral processions.

18. Hotels and motels containing one-hundred (100) guest rooms or more may be allowed internal ancillary uses including gift shops, and restaurants which may serve alcoholic beverages for consumption on premises, subject to note #21.

19. Bed and Breakfast shall meet the following design standards:

    a. Bed and breakfast home stays may be allowed when there is no appearance of commercial activity. The structure must maintain its residential character.
    b. Food Preparation: The only meal to be provided to guests shall be breakfast and it shall be served only to guests.
    c. Interior Design Standards: The architectural integrity of the existing interior space must be maintained, and the number of guest rooms shall not be increased, except as may be required to meet health, building, fire, safety and sanitation requirements.
    d. Exterior Design Standards: The exterior appearance of the structure shall not be altered from its single-family character.
    e. Landscape Buffer B as described in *Chapter 11*, shall be provided.

20. Liquor, beer and wine sales for consumption on the premises is not permitted except when in conjunction with one (1) of the following:

    a. A restaurant, including a carry-out restaurant, deriving at least fifty percent (50%) of its gross revenue from the sale of food and non-alcoholic beverages, may sell beer or wine for consumption on the premises;
    b. No liquor, beer or wine for consumption on the premises, may be sold at a drive-in restaurant.

21. The taking of boarders or the renting of rooms by a resident family in a residential district is permitted, provided the total number of boarders and roomers does not exceed two (2) and that any state law governing such use is complied with.

22. Adult entertainment establishments shall be governed by Lake County Ordinance No. 2000-106 which provides for countywide jurisdiction.

    a. In addition to those requirements for adult entertainment establishments set forth in Article IV, Chapter 3 of the Lake County Code, adult entertainment establishments located within the City shall comply with the following location criteria:

        1. Zoning. Notwithstanding any other provision herein, or any other provision of the City Code of Ordinances, the City Land Development Regulations, or the County Code, no person shall propose, cause or permit the operation of, or enlargement of (except when required by law), an adult entertainment establishment, as defined in Article I, Chapter 3 of the Lake County Code, unless the establishment would or will be located in an I (Industrial) zoned district or the City where adult entertainment establishments are allowed with a special use permit.

        2. Distance Minimums. In addition to the zoning requirements set forth in above, an adult entertainment establishment shall not be allowed to open, operate, or be enlarged (except when required by law) within any of the following distances:

a. Fifteen-hundred feet (1500') of a preexisting religious institution;
b. Fifteen-hundred feet (1500') of a preexisting educational facility;
c. Fifteen-hundred feet (1500') of an area zoned within the City or county as a residential district as defined by each governmental entities respective zoning Code;
d. Fifteen-hundred feet (1500') of the property line of a preexisting residence;
e. Fifteen-hundred feet (1500') of a preexisting park; or
f. Fifteen-hundred feet (1500') of a preexisting commercial establishment that sells or dispenses alcohol for on-premises consumption.

3. Enlargement. In this subsection the term "enlargement" includes, but is not limited to, increasing the floor size of the establishment by more than ten percent (10%) from the originally permitted floor size.

4. Supplemental to Alcoholic Beverage Regulations. The zoning and distance requirements of this section are independent of and do not supersede the distance requirements for alcoholic beverage establishments which may be contained in other laws, rules, ordinances or regulations.

b. Measurement of Distance. The distance from a proposed adult entertainment establishment to a preexisting adult entertainment establishment, a preexisting religious institution, a preexisting educational institution, an area zoned for residential use, a preexisting residence, a preexisting park, or a preexisting commercial establishment that sells or dispenses alcohol for on-premises consumption shall be measured by drawing a straight line between the closest property lines of the proposed adult entertainment establishment and the preexisting adult entertainment establishment, the preexisting religious institution, the preexisting educational institution, and area zoned for residential use, an area designated on the future land use map as residential, the preexisting residence, the preexisting park, or the preexisting commercial establishment that sells or dispenses alcohol for on-premises consumption.

c. Severability. If any section, sentence, clause, phrase or word of these regulations is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in to way effect the validity of the remaining portions of these regulations.

23. Two-Family Dwellings and/or Duplexes shall meet the following architectural design criteria:
- Each duplex must have a minimum of 1 single car garage per dwelling unit and a paved driveway a minimum of 10 feet in width and 18 feet in length.
- Duplexes shall be designed so that at least one of the units main entryway faces a public right-of-way.
- Said unit facing a public right-of-way shall also contain a covered front porch facing the public right-of-way, a minimum of 5 feet in depth and 8 feet in length.

24. Townhouse development shall conform to the following regulations:

a. Definition. For the purposes of this section, the word townhouses shall mean a building that has not less than three (3) or more than eight (8) one-family dwelling

units with each unit under single ownership erected in a row as a single structure on adjoining lots, each being separated from the adjoining units by an approved party wall, thus creating distance and noncommunicating dwelling units. This definition shall also include row houses.

b. Criteria for development. Complete plans shall be submitted along with the application for townhouse projects. Such plans shall include a subdivision plan which satisfies all of the subdivision and platting requirements of the city. Furthermore, a preliminary development plan shall be submitted along with the preliminary plat for approval by the city council. This preliminary development plan shall be drawn to reasonable scale and shall include, but need not be limited to, the following:

1. Ingress and egress to individual lots.

2. General building locations, elevations and floor plans.

3. Typical lot with unit, parking spaces, walkways, easements, setbacks, etc.

4. Off-site parking facilities.

5. Common recreation and open space areas.

6. Conceptual landscaping or criteria to be used for screening.

7. Drainage retention areas.

8. Solid waste management.

9. The floor area of townhouse units, the number of parking spaces, the total area of the project and the density.

After approval of the preliminary plat and the preliminary development plan, the developer shall submit a final development plan along with the final subdivision plat for approval by the city council.

c. General requirements. The following shall be required in all townhouse developments under this section:

1. A townhouse development shall be in single ownership at the time of development. Further, a legal plat approved by the city shall be placed on the public records of the county prior to the disposition of any lot or parcel of land within such townhouse development.

2. No single townhouse building shall contain less than three (3) or more than eight (8) single-family dwellings.

3. No townhouse unit shall be located above another townhouse unit. Each townhouse unit shall be located on a parcel of land with direct access to a public or approved private street.

4. Each townhouse unit shall be self-contained with respect to utilities, including heating and air conditioning.

5. All utilities are to be installed underground.

6. No two (2) townhouse units shall be served by the same interior or exterior stairway or by the same exterior door.

7. Each townhouse unit shall be separated from the other by an approved fire wall and in all cases, shall comply with the standard building code adopted by the city.

8. No townhouse unit shall be less than twenty (20) feet in width.

9. Each townhouse unit shall contain at least the minimum square footage of floor area as required in that zoning district it is to be located.

d. Parcel size and lot size. The following parcel and lot sizes shall apply to all townhouse developments:

1. Property for a townhouse project shall have a minimum of one hundred and fifty (150) feet fronting on a public or an approved private street. This requirement may be modified by the city council if the modification will not have the effect of nullifying the purpose and intent of these regulations. Appropriate conditions and safeguards may be prescribed by the city council in conformity with this section.

2. There shall be no minimum individual lot size, except as needed to meet all requirements set forth herein.

e. Minimum setback requirements. Within the boundaries of the townhouse project, the following setbacks shall be observed:

1. When parking spaces are located on individual lots, the minimum setback shall be twenty-five (25) feet measured from the right-of-way to the base building line.

2. When parking spaces are located off-site in commonly owned parking facility, the minimum setback shall be ten (10) feet measured from the parking facility to the base building line.

3. The minimum front setback from any right-of-way to the base building line shall be twenty-five (25) feet.

4. The minimum side setback from any right-of-way or abutting property line shall be fifteen (15) feet to the base building line.

5. The minimum rear setback shall be fifteen (15) feet from the rear line or utility easement to the base building line.

f. Maximum height of structures. No portion of any building located within a townhouse project shall exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height.

g. Building separation. The separation of buildings in a townhouse development shall be as follows:

1. The minimum distance between groups of buildings within a townhouse project shall be as follows:

a. One (1) story, twenty (20) feet minimum.
b. Two (2) stories, twenty (20) feet minimum.

2. Not less than ten (10) feet of unobstructed open space under common ownership or dedicated easement shall be provided around the parcels of land upon which the townhouse building is located for the purpose of providing access for utilities and other purposes.

h. Parking requirements. Parking requirements for townhouse developments shall be as follows:

1. Parking spaces may be provided for an individual lot or in commonly owned and maintained parking facilities or a combination of both.

2. There shall be provided a minimum of two (2) parking spaces per townhouse unit, plus additional parking may be required for recreational or other facilities retained under common ownership.

3. Parking lots, driveways and streets within a townhouse project shall be designed to discourage through traffic.

4. Two (2) parking spaces may be permitted on an individual lot provided the minimum width of the lot is at least thirty (30) feet. The balance of the yard shall be landscaped.

5. One (1) parking space may be permitted on an individual lot where the minimum lot width is at least twenty (20) feet. The driveway shall be limited in width to provide parking for only one (1) car. The balance of the yard shall be landscaped.

i. Private open space. Private open spaces in townhouse developments shall meet the following requirements:

1. Not less than twenty (20) percent of the gross lot area shall be maintained as usable open space, exclusive of any required on-site parking, service or building areas.

2. Unenclosed roofed areas and screen enclosures designed and planned for patio purposes may be credited for no more than fifty (50) percent of the required open space.

j. Accessory buildings. No accessory buildings shall be permitted on any lot containing a townhouse building. This is not applicable patio storage sheds that are attached to the rear of a townhouse unit and extend less than five feet (5') from the rear townhouse wall and extend less than eight feet (8') across the rear townhouse wall.

k. Fences, walls or hedges. Fences, walls or hedges in townhouse developments shall meet the following requirements:

1. When parking spaces are located on individual lots, no fence, wall or hedge shall be permitted over thirty (30) inches in height within twenty (20) feet of a public or private road.

2. All outdoor, rear yard areas used for drying of clothes shall be screened from view from the street and from adjoining yards and parking lots.

3. The City Council may require a conceptual development plan showing typical alternatives for adequate screening. Such screening shall be approved by the Council.

l. Signs. Identification signs may be permitted in townhouse projects provided, however, no sign other than real estate signs advertising the sale or lease of the property shall be permitted on any individual lot within the project.

m. Recreation facilities. Swimming pools, tennis courts, playgrounds and other recreational uses may be permitted within townhouse projects, provided such uses are located within areas retained in common ownership. Adequate provisions shall be made to eliminate problems of noise and light with respect to adjacent property. All land within the townhouse project shall be developed and maintained in a neat and orderly condition.

n. Boats and recreational vehicles. Storage and parking of boats and recreational vehicles shall be prohibited, except for parking and/or storage in a screened designated area for same.

o. Streets. Private and public street means a public or private vehicular right-of-way or easement which provides a preliminary means of access to abutting properties. Streets within a planned unit development need not be dedicated to the general public, but shall be built to city specifications with the exception of required right-of-way, but shall not be accepted by or maintained by the city until such time as the city may elect to do same.

p. Deed covenants. Approval for construction of townhouses shall be issued in accordance with the regulations herein set forth after evidence has been presented in the form of deed restrictions and/or cooperative maintenance system acceptable to the city requiring that a maintenance system be established, governed and operated by the owners of the individual units in such a manner as to prevent the occurrence of blight on any townhouse unit by failure of the owner of that unit to properly maintain his property in standard condition at all times. When common open space areas and facilities are to be provided,

there shall be deed restrictions and/or cooperative maintenance system covering the maintenance of same.

q. Modifications by City Council. The City Council may modify the above standards or may impose additional requirements, which, in their judgment, are required as a result of unique circumstances with respect to the site, the district in which it is located and the type of development proposed. Such modifications shall not have the effect of nullifying the purpose and intent of these regulations. Any modification to these regulations by the city council shall be in writing and shall become part of the public record.

25. Multi-family developments must conform to the requirements of Chapter 9 Architectural Standards for commercial properties.

26. The State of Florida Agency for Health Care Administration determines the maximum number of beds permitted in an ACLF project. The number of beds licensed is based on the facility size, staffing, and other requirements. All facilities must be licensed by the State. Density restrictions regulating the number of dwelling units per acre implied by the City's Land Development Regulations and Comprehensive Plan will not apply to or restrict the number of beds licensed by the State.

27. Adult Activity Centers shall be permitted subject to the following:

a. All Adult Activity Centers shall be operated in accordance with the regulations set forth by the State of Florida for Adult Day Care Centers.

b. All Adult Activity Centers shall be designed to include a minimum of 200 square feet of outdoor passive recreation area which is sufficient to allow for safe, convenient and comfortable outdoor seating.

c. In residential zoning districts, Adult Activity Centers shall be permitted in adherence to the principal regulations of the zoning district, shall not use signage and shall serve no more than 4 participants at a single time.

28. Modular or conventional site-built homes are permitted provided they are constructed in compliance with all applicable Florida Building and Fire codes. Development Standards including minimum yard requirements shall be as described in Table 8-3 of this Chapter.

29. Locations providing boarding services must include a fenced outside open space for the animals that is adjacent to and accessible by the business, and overnight boarding must be in a completely enclosed building.

30. If a particular use does not meet a definition established in Chapter 3 of these regulations, the Community Development Director shall attempt to classify it as a defined use that is materially similar to the particular use considering the following factors:

a. Similarity of scale and of operations.

b. Similarity of impacts upon and compatibility with adjacent properties.

c. Similarity to other uses that are permitted in the district in which the particular use is located or sought to be located, and whether the particular use is more similar to such permitted uses than to uses that are either not permitted or permitted only by a special use permit.

d. If the Community Development Director is unable to classify a particular use, the use shall be deemed to be not a permitted use and an amendment to this code shall be initiated to create a definition for the use.

Orlando Sentinel

Proof

Nov. 02, 2011

Agency:		**Order ID:**	1159855
Customer:	City Of Tavares		
Address:			
City:	TAVARES		
State:	FL 32778-1068	**Caller name:**	Michael J. Fitzgerald
Phone no:	(352) 742-6417	**Fax no:**	
Account ID:	1494867	**Sales rep:**	Stephanie K Smith

Purchase order no:
Payment type:

Newspaper Classified

Title	Class Name	Begin Date	End Date	Size (col x lines)	Color
Orlando Sentinel	Public Hearing Notices	11-07-2011	11-07-2011	1 x 81	No

Gross price:	$ 81.00
Discounts:	$ 0.00
Net price:	$ 83.00
Prepaid amount:	$ 0.00
Amount due:	**$ 0.00**

Gary Santoro stated that staff has made it clear that architectural and site plan requirements must be satisfied, and if the applicant does so then he agrees that the daycare fits in with the development of downtown.

John Adams agreed with Gary Santoro.

Norb Thomas asked about the modular buildings and whether they will meet architectural standards. He stated that he does not like the idea of putting modular buildings on the property.

Chuck Hiott assured the Board that the modulars will meet architectural standards.

Norb Thomas asked about ADA compliance.

Chuck Hiott stated that the site will be ADA compliant.

Bob Williams reminded the Board that we do not allow metal buildings in downtown Tavares.

MOTION

Sam Grist moved to recommend approval of Resolution 11-25. The motion was seconded by John Tanner. The motion carried 5-2.

2) Land Development Regulations Amendment – Chap. 8 Table 8-2 – Ordinance 2011-14

Jacques Skutt, Community Development Director provided the following staff report;

Jacques Skutt stated that Table 8-2 is the permitted use chart in Chapter 8 of our Land Development Regulations and that it is 20 years old. Staff has had to classify uses that are not listed in the chart. Some businesses listed in the table are archaic and should not be listed, and other new types of businesses are not listed.

The proposed ordinance has been drafted to consolidate and update the allowable uses listed in Table 8-2 of Chapter 8. The resulting chart will simplify the administration and enforcement of zoning regulations.

Highlights of Proposed Ordinance:

1. Consolidate many of the specific uses listed into general business, cultural, and industrial categories. No use presently allowed would be excluded in the consolidation.

2. Delete from RSF-A and RSF-1 the allowance for group homes of 7 or more residents (This appears to be an old typographical error).

3. Allow Pet Stores in commercial zones that offer boarding services provided that the location has outside open space for the animals and the over-night boarding is within an enclosed building. This is a unique concept that was not anticipated in the existing regulations.

Jacques Skutt stated that the changes do not create any non-conforming situations, or change any land use policies. He said that 2 – 3 years ago that a decision was made to allow pet stores with boarding as a permitted use and that the change to Table 8-2 is an administrative amendment.

Staff recommends that the Planning & Zoning Board moves to recommend approval of Ordinance 2011- 14.

John Adams stated that he was glad to see the update being done.

Bob Williams suggested that we consider a classification of use provision for allowable uses not specifically described, giving staff moderate discretion, and asked if staff felt it necessary to add that language.

Jacques Skutt stated that he has seen that in other cities.

Chairman Adams turned the discussion over to the Board.

John Tanner stated that he supported the changes, but there should have been strike-throughs in the old table to see changes more clearly.

MOTION

Gary Santoro moved to recommend approval of Ordinance 11-14. The motion was seconded by John Tanner. The motion carried unanimously, 7-0.

OTHER BUSINESS

Norb Thomas asked how long the MRI Trailer will be parked behind "Tail Chasers" (property located at 901 Lakeshore Blvd.)

Jacques Skutt stated that he believed Code Enforcement was working on that issue.

Mike Fitzgerald stated that the property is zoned for medical use, an occupational license was issued, and a building permit application was received for a proper electrical connection to the existing building. He stated that the business owner presented the use as temporary and that it would not be there everyday.

ADJOURNMENT

Gary Santoro moved for adjournment, seconded by James Gardner. The motion carried unanimously, 7-0.

The meeting adjourned at 3:53 p.m.

Respectfully submitted,

_____

Michael Fitzgerald
Develoment Coordinator

Current Table - TO BE REPLACED

Table 8-2 Permitted and Special Uses

LAND USE	ZONING												
	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
AGRICULTURE													
Citrus Groves	P	P	P	P	P	P		P	P	P	P	P	
Wholesale plant production, wholesale nurseries, and greenhouses.												P	
Boarding of Horses	P (7)												
RESIDENTIAL													
Single-family Dwelling	P	P	P		P(28)	P(28)	(1)	P					
Two-family Dwellings, Duplexes			P(24)	P(24)			(1)(24)	P(24)					
Townhomes			P (25)	P (25)			(1)(25)	P (25)	P (25)				
Multiple-family Dwelling (3 or more attached dwelling units)				P(26)			(1)(26)	P(26)	P(26)		P(26)		
Manufactured/Mobile Home Dwellings					P	P							
Travel Trailer and Motor Home Dwellings					P (4)								
Ancillary Apartments							(1)(2)	P(2)	P (2)				
Garage Apartments								P (20)					
Guest Apartments	P (3)												
Boarding and Rooming Houses	P (22)	P (22)	P (22)	P (22)	P (22)	P (22)		P (22)					
Group Home / Community Residential Home (max. 6 residents)	S (5)	S (5)	P (5)	P (5)	S (5)	S (5)		S (5)					
Group Home / Community Residential Home (7 or more residents)	P (6)	P (6)	S (6)	S (6)		S (6)		S (6)					
Nursing Home				P			(1)			S			
Adult Congregate Living Facilities				P (27)			(1)			S			
PUBLIC/SEMIPUBLIC, INSTITUTIONAL													
Public and Private Schools (Elementary through High School)	S	S	S	S	S	S	(1)	S	S	S	S	S	S
Community Colleges, Colleges or Universities or College annexes							(1)		S		S	S	S
Libraries							(1)	S	S	S	P		P
Community Centers	S	S	S	S	S	S	(1)	S	S	P			P
Community Shelters	S	S	S	S	S	S		S	S				P
Government Facility							(1)						P
Churches and other places of Worship, with attendant educational and recreational facilities	S	S	S	S	S	S	(1)	S	S	P	P		
Hospitals							(1)				P	P	
Medical Clinics and Emergency Treatments Centers							(1)				P	P	
Medical Care Facility, outpatient only							(1)			S	P	P	

	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
RECREATIONAL, CULTURAL AND CIVIC USES													
Community recreation buildings, utility buildings, recreation facilities or areas for use of subdivision or park residents.	S	S	S	S	P	P	(1)						
Community Boat Docks and Boat Houses	S	S	S	S	S	S	(1)						
Private docks and Boathouses	P (10)	P (10)	P (10)	P (10)	P (10)	P (10)	(1)		S	S	S		
Private Clubs and Lodges, Community Centers, Civic and Social Organization facilities							(1)	S (11)	P		P	P	(1)
Parks, play grounds, recreational areas and recreational or community structures owned and maintained by any private non-profit or for-profit association							(1)		S	S	P	P	
Public Parks, Play grounds and Recreation Areas							(1)						P
Theaters							(1)		P	S	P		P
Museums							(1)		P	S	P		P
Art Galleries							(1)		P	S	P		P
Auditoriums, stadiums, arenas, and expositions							(1)				S	S	P
Gymnasium, Health or Fitness Center							(1)		P	S	P		
Bowling Alley							(1)			S	P		
Skating Rink							(1)			S	P		
Pool Hall							(1)			S	P		
Game/Video Arcade							(1)		P	S	P		
BUSINESS AND COMMERCIAL USES													
Professional office uses offering personal or consultant services including, but not limited to: architects, engineers, attorneys, accountants, physicians, dentists and the like.							(1)	P (11)	P	P	P	P	
Business office uses such as real estate office, advertising agency , insurance agency, travel agency, abstract and title companies, data processing and the like. No retail or wholesale goods are shown to or delivered from the premises to a customer.							(1)	P (11)	P	P	P	P	
Banks and Financial Institutions with drive- in facilities							(1)		P	P	P		
Banks and Financial Institutions without drive-in facilities							(1)		P	P	P		
ATM Centers (stand alone)							(1)	P (11)	P	P	P	P	P
Grocery Stores							(1)				P		
Convenience Store (not including gas/fuel sales)							(1)	S (11)	P	P	P	P	
Convenience Store (including gas/fuel sales)							(1)				P	P	
Department Store							(1)		P		P		
Drug Store/Pharmacy							(1)		P	P	P		
Clothing Stores							(1)		P	P	P		
Sporting Good Stores							(1)		P		P		
Office Supplies							(1)		P		P		
/arity Stores							(1)		P		P		

	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
Retail plant nursery							(1)				P	P	
Furniture Stores							(1)		P		P		
Luggage Stores							(1)		P		P		
Paint Stores							(1)		P		P		
Hardware Stores							(1)		P		P		
Lumber and Building Supply Stores							(1)				P	P	
Florists							(1)	P (11)	P	P	P		
Jewelry Stores							(1)		P	P	P		
Camera Stores							(1)		P	P	P		
Photographic Studios							(1)	S(11)	P	P	P		
Art Studios							(1)	S(11)	P	P	P		
Bicycle Sales Agencies							(1)		P	P	P		
Antique Shops							(1)		P	P	P		
Gift Shops							(1)	S(11)	P	P	P		
Specialty Shops							(1)	S (11)	P	P	P		
Appliance sales and repairs							(1)				P	P	
Tailor Shops							(1)	S (11)	P	P	P		
Shoe Repair							(1)	P (11)	P	P	P		
Book Store/News Stands							(1)		P	P	P		
Video Rental/Sales							(1)		P	P	P		
Computer Hardware/Software Sales and Service							(1)		P	P	P	P	
Medical/Dental/Optical Supplies Stores							(1)		P	P	P		
Medical and Dental/Optical Laboratories							(1)			S	P		
Barber and Beauty Shops							(1)	P (11)	P	P	P		
Manicure/Pedicure Salon							(1)	P (11)	P	P	P		
Slenderizing salon, weight loss clinic							(1)	P (11)	P	P	P		
Tanning Salon							(1)	P (11)	P	P	P		
Massage/Physical Therapy							(1)	P (11)	P	P	P		
Restaurants							(1) (21)		P (21)	P (21)	P (21)	P (21)	
Fast Food Restaurants with drive-thru facilities							(1) (21)				P (21)		
Carry-out Restaurant							(1) (21)		P (21)	P (21)	P (21)	P (21)	
Bar							(1) (21)		S (21)			S (21)	P
Adult Entertainment Establishments												S (23)	
Bakeries (including retail sales)							(1)		P	P	P		
Confectionary and ice cream shop							(1)		P	P	P		
Child Care Centers	P (8)	P (8)	P (8)	P (8)	P (8)	P (8)	(1)	S (9)	S (9)	S (9)	S (9)		
Adult Day Care Centers							(1)	S	P	P	P		
Telemarketing and Telecommunication Businesses							(1)		P	P	P	P	
Printing and Publication Businesses							(1)		P	P	P	P	
Employment Agencies							(1)		P	P	P	P	
Union Halls							(1)				P	P	
Business and Technical Trade Schools							(1)		S		S	P	
Vocational and Industrial Trade Schools											S	P	
Animal hospital, veterinary clinic or animal boarding with boarding of animals in completely enclosed buildings.							(1)			S	P	P	
Laundromats/Dry Cleaning (self service)							(1)	S (11)	P	P	P		
Laundry/Dry Cleaners without drive-through pickup (no on-site processing, not self service)							(1)	S (11)	P	P	P		
Laundry/Dry Cleaners with drive-through pick-up (no on-site processing, not self service)							(1)			P	P		

	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
Laundry/Dry Cleaners with on-site processing							(1)				P	P	
Automobile/Truck, boat, motorcycle, recreational vehicles sales											S (12)	P (12)	
Automobile/Truck rental											S (12)	P (12)	
Automobile/Truck Parts (retail sales only)											P	P	
Automobile/Truck Parts (retail/ wholesale and installation)											P (13)	P (13)	
Automobile/Truck repair											P (13)	P (13)	
Automobile Service Stations											P	P	
Self-service car wash, Automatic car wash											P	P	
Full service Car Wash, Detail Shop											P	P	
Tractor and heavy equipment sales agencies/repair											P (12) (13)	P (12) (13)	
Marine Repair											P (13)	P (13)	
INDUSTRIAL USES													
Bait Production and Sales												P	
Canteen Services												P	
Linen Supply Business												P	
Freight Movers												P	
Sign company												P	
Pest Control Business												P	
Furniture Refinishing												P	
Commercial water softening												P	
Contractor storage yards for materials and equipment												P	
Wood working shops												P	
Machine Shop												P	
Light Manufacturing/ Fabricating/ Welding												P (14)	
Concrete products manufacturing.												P	
Stone yard or monument works.												P	
Processing												P (14)	
Packaging												P (14)	
Concentrate plant, canning plant or bottling works.												P (14)	
Milk depot other than a retail business conducted on the premises.												P	
Fertilizer storage and sales warehouses; fertilizer manufacture.												P	
Ice plants or ice storage												P	
Distribution Establishments												P	
Warehousing, high stack storage facilities												P	
Mini-warehouse, personal storage facilities												P	
Mini-warehouse, personal storage facilities (climate controlled, internal entrance only)											S	P	
Retail accessory establishments (only for the sale of goods manufactured on site)												P	
Wholesale Stores											P	P	
Research Laboratory												P	
Radio and Television stations and transmitters, but no radio or television tower											P	P	
Bulk storage yards, Outdoor Storage Yards												P (15)	
Wrecking Yards (including automotive vehicle wrecking yards) and junk yards												S	

	RSF-A	RSF-1	RMF-2	RMF-3	RMH-P	RMH-S	PD	MU	CD	C-1	C-2	I	PFD
Truck Stop												S	
Mobile home sales yards											S	P	
Fuel storage yards, coal, coke or wood yards.												S (15)	
PUBLIC UTILITY USES													
Refuse Transfer Stations												P	P
Sewage Treatment Facilities, local												P	P
Water withdrawal operations, local												P	P
Electric power and light generating plants, electric substations, and operational centers												P	P
Gas and water metering stations												P	P
Wireless Communications Towers, Antennas and Equipment Facilities							(1) (16)		S (16)	S (16)	S (16)	S (16)	P (16)
LODGING													
Hotel, Motel and Motor Court accommodations							(1) (18)		P(18)		P(18)	S (18)	
Bed and Breakfast Accommodations	S (19)	S (19)	S (19)					P (19)					
Tourist Resort							(1)						
MISCELLANEOUS													
Home Owners Association/Park Business Office	P	P	P	P	P	P							
Community Storage Areas for use of subdivision and park residents for storage of boats, boat trailers and recreation vehicles.		S	S	S	S	S							
Public parking lots and parking garages, either rental or free parking.									S	S	P	P	P
Transportation terminals including bus stations, railroad stations or other mass transit systems												P	P
Airports and heliports											S	S	P
Funeral Homes									P (17)	S (17)	P (17)		
Cemeteries and mausoleums													P

Table 8-2 Permitted and Special Uses (Amendment)

Land Use	Zoning
Event Center	CD, C1, C2
Restaurant	MU*
Carry-out Restaurant	MU*
Small Animal Grooming	MU*
Grocery Store	MU*
Bookstore	MU*
Art Studio	MU**
Photographic Studio	MU**

*These uses would be limited in size to 5,000 square feet.
**These uses were formerly permitted only as a special use.

NOTES: Table 8-2 Permitted and Special Uses

1. This use may be permitted subject to the provisions of the Planned Development Regulations and subject to the authority of the Comprehensive Plan Future Land Use Map.

2. Ancillary Apartments are defined as dwelling units above the first story of any structure having the first story devoted to commercial uses.

3. One (1) Guest Apartment is permitted subject to the following:

   a. the property is one (1) acre or larger in size; and,
   b. the apartment is used exclusively to house members of the family occupying the principal dwelling, or their non-paying guests; and,
   c. the living area is no greater in size than twenty-five percent (25%) of the living area, excluding carports, garages, breezeways, and screened or open porches of the principal dwelling or six-hundred (600) square feet, whichever is greater; and,
   d. the apartment complies with the setback requirements for a principal structure for the district in which it is located.

4. Travel trailers and motor homes may be permitted in Residential Mobil Home Parks provided they are located in a separate section of the park and not intermingled with manufactured or mobile homes. Sewer, water and electrical utility connections must be provided.

5. Group Homes and/or Community Residential Homes with a maximum of six (6) residents may be permitted by approval of a Special Use Permit and shall be located no closer than one-thousand feet (1000') to another such home or within one-thousand-two-hundred feet (1200') of a group home with seven (7) or more residents.

6. Group Homes and/or Community Residential Homes with seven (7) or more residents may be permitted by approval of a Special Use Permit and shall be located no closer than one-thousand two-hundred feet (1200') to another such home including group homes with six (6) or less residents.

7. Boarding of horses is permitted provided all of the following conditions are met:

   a. lot size must be greater than two-and-one-half (2.5) acres; and,
   b. no more than two (2) horses may be boarded at one time per lot; and,
   c. no commercial boarding is permitted; and,
   d. no barn or stable may be located within fifty feet (50') of any property line.

8. Childcare shall be permitted subject to a maximum of six (6) unrelated children being cared for.

9. Childcare centers may be permitted subject to approval of a special use permit. In addition to other requirements that may apply, the child care center shall provide:

   a. an open space play area consisting of a minimum of two-hundred-fifty (250) square feet per child and located in a single area; and
   b. a fenced and landscaped buffer zone a minimum of ten feet (10') in width to screen the play area from abutting properties.

10. Private docks and boat houses are permitted provided that such structures maintain the same side yard as that required for the principal structure, and further provided that such structures comply with state and/or federal regulations as applicable.

11. Non-residential uses shall be limited to a maximum size of five-thousand square feet (5,000') devoted to any individual non-residential use or structure used for a nonresidential use.

12. All outside display areas shall be paved. Other hard surface treatments may be approved subject to special use procedures. This use includes repair work, which is purely incidental to the sales agency provided that the front line of the building used for repair work shall be at least thirty feet (30') from the right-of-way.

13. The establishment shall not store parts or vehicles other than those which are in the process of being serviced; all service areas shall be enclosed in such a manner that no service areas or parts storage areas are visible from the right-of-way; it must be demonstrated that noise, odor and fumes shall not create a nuisance for abutting property owners; the establishment shall be screened and buffered from adjacent uses.

14. Light manufacturing, fabricating, processing and packaging uses shall be permitted subject to all such activities taking place in a completely enclosed building.

15. A storage yard shall not be located closer than twenty-five feet (25') to any public street. Such yards shall be screened from view from any right-of-way by a six-foot (6') high fence. This provision shall not permit wrecking yards (including automobile wrecking yards), junkyards, or yards used in whole or in part for scrap or salvage operating. Nor shall this provision permit processing, storage, display, or sales of any scrap, salvage or second-hand building materials, junk automotive vehicles, or second-hand automotive vehicle parts. Storage of flammable liquids shall not be permitted.

16. Wireless communication towers, antennas and equipment facilities shall be subject to the provisions of *Section 8-12* of these zoning regulations.

17. Funeral Homes shall provide sufficient on-site parking, staging areas and/or service drives in order to accommodate parking and staging of funeral processions. Streets and public right-of-ways shall not be used for parking or to form funeral processions.

18. Hotels and motels containing one-hundred (100) guest rooms or more may be allowed internal ancillary uses including gift shops, and restaurants which may serve alcoholic beverages for consumption on premises, subject to note #21.

19. Bed and Breakfast shall meet the following design standards:

    a. Bed and breakfast home stays may be allowed when there is no appearance of commercial activity. The structure must maintain its residential character.
    b. Food Preparation: The only meal to be provided to guests shall be breakfast and it shall be served only to guests.
    c. Interior Design Standards: The architectural integrity of the existing interior space must be maintained, and the number of guest rooms shall not be increased, except as may be required to meet health, building, fire, safety and sanitation requirements.
    d. Exterior Design Standards: The exterior appearance of the structure shall not be altered from its single-family character.
    e. Landscape Buffer B as described in *Chapter 11*, shall be provided.

20. One (1) Garage Apartment is permitted subject to the following:

    a. The living area ils no greater in size than twenty-five percent (25%) of the living area, excluding carports, garages, breezeways, and screened or open porches of the principal dwelling or six-hundred square feet (600'), whichever is greater; and,

b. The apartment is located on the second story, above enclosed space for at least one (1) automobile; and,
c. The apartment complies with the setback requirements for an accessory structure for the district in which it is located.

21. Liquor, beer and wine sales for consumption on the premises is not permitted except when in conjunction with one (1) of the following:

    a. A restaurant, including a carry-out restaurant, deriving at least fifty percent (50%) of its gross revenue from the sale of food and non-alcoholic beverages, may sell beer or wine for consumption on the premises;
    b. No liquor, beer or wine for consumption on the premises, may be sold at a drive-in restaurant.

22. The taking of boarders or the renting of rooms by a resident family in a residential district is permitted, provided the total number of boarders and roomers does not exceed two (2) and that any state law governing such use is complied with.

23. Adult entertainment establishments shall be governed by Lake County Ordinance No. 2000-106 which provides for countywide jurisdiction.

    a. In addition to those requirements for adult entertainment establishments set forth in Article IV, Chapter 3 of the Lake County Code, adult entertainment establishments located within the City shall comply with the following locational criteria:

        1) Zoning. Notwithstanding any other provision herein, or any other provision of the City Code of Ordinances, the City Land Development Regulations, or the County Code, no person shall propose, cause or permit the operation of, or enlargement of (except when required by law), an adult entertainment establishment, as defined in Article I, Chapter 3 of the Lake County Code, unless the establishment would or will be located in an I (Industrial) zoned district or the City where adult entertainment establishments are allowed with a special use permit.

        2) Distance Minimums. In addition to the zoning requirements set forth in above, an adult entertainment establishment shall not be allowed to open, operate, or be enlarged (except when required by law) within any of the following distances:

            a) Fifteen-hundred feet (1500') of a preexisting religious institution;
            b) Fifteen-hundred feet (1500') of a preexisting educational facility;
            c) Fifteen-hundred feet (1500') of an area zoned within the City or county as a residential district as defined by each governmental entities respective zoning Code;
            d) Fifteen-hundred feet (1500') of the property line of a preexisting residence;
            e) Fifteen-hundred feet (1500') of a preexisting park; or
            f) Fifteen-hundred feet (1500') of a preexisting commercial establishment that sells or dispenses alcohol for on-premises consumption.

        3) Enlargement. In this subsection the term "enlargement" includes, but is not limited to, increasing the floor size of the establishment by more than ten percent (10%) from the originally permitted floor size.

        4) Supplemental to Alcoholic Beverage Regulations. The zoning and distance requirements of this section are independent of and do not supersede the distance requirements for

alcoholic beverage establishments which may be contained in other laws, rules, ordinances or regulations.

b. Measurement of Distance. The distance from a proposed adult entertainment establishment to a preexisting adult entertainment establishment, a preexisting religious institution, a preexisting educational institution, an area zoned for residential use, a preexisting residence, a preexisting park, or a preexisting commercial establishment that sells or dispenses alcohol for on-premises consumption shall be measured by drawing a straight line between the closest property lines of the proposed adult entertainment establishment and the preexisting adult entertainment establishment, the preexisting religious institution, the preexisting educational institution, and area zoned for residential use, an area designated on the future land use map as residential, the preexisting residence, the preexisting park, or the preexisting commercial establishment that sells or dispenses alcohol for on-premises consumption.

c. Severability. If any section, sentence, clause, phrase or word of these regulations is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in to way effect the validity of the remaining portions of these regulations.

24. Two-Family Dwellings and/or Duplexes shall meet the following architectural design criteria:
- Each duplex must have a minimum of 1 single car garage per dwelling unit and a paved driveway a minimum of 10 feet in width and 18 feet in length.
- Duplexes shall be designed so that at least one of the units main entryway faces a public right-of-way.
- Said unit facing a public right-of-way shall also contain a covered front porch facing the public right-of-way, a minimum of 5 feet in depth and 8 feet in length.

25. Townhouse development shall conform to the following regulations:

(a) Definition. For the purposes of this section, the word townhouses shall mean a building that has not less than three (3) or more than eight (8) one-family dwelling units with each unit under single ownership erected in a row as a single structure on adjoining lots, each being separated from the adjoining units by an approved party wall, thus creating distance and noncommunicating dwelling units. This definition shall also include row houses.

(b) Criteria for development. Complete plans shall be submitted along with the application for townhouse projects. Such plans shall include a subdivision plan which satisfies all of the subdivision and platting requirements of the city. Furthermore, a preliminary development plan shall be submitted along with the preliminary plat for approval by the city council. This preliminary development plan shall be drawn to reasonable scale and shall include, but need not be limited to, the following:

(1) Ingress and egress to individual lots.

(2) General building locations, elevations and floor plans.

(3) Typical lot with unit, parking spaces, walkways, easements, setbacks, etc.

(4) Off-site parking facilities.

(5) Common recreation and open space areas.

(6) Conceptual landscaping or criteria to be used for screening.

(7) Drainage retention areas.

(8) Solid waste management.

(9) The floor area of townhouse units, the number of parking spaces, the total area of the project and the density.

After approval of the preliminary plat and the preliminary development plan, the developer shall submit a final development plan along with the final subdivision plat for approval by the city council.

(c) General requirements. The following shall be required in all townhouse developments under this section:

1. A townhouse development shall be in single ownership at the time of development. Further, a legal plat approved by the city shall be placed on the public records of the county prior to the disposition of any lot or parcel of land within such townhouse development.

2. No single townhouse building shall contain less than three (3) or more than eight (8) single-family dwellings.

3. No townhouse unit shall be located above another townhouse unit. Each townhouse unit shall be located on a parcel of land with direct access to a public or approved private street.

4. Each townhouse unit shall be self-contained with respect to utilities, including heating and air conditioning.

5. All utilities are to be installed underground.

6. No two (2) townhouse units shall be served by the same interior or exterior stairway or by the same exterior door.

7. Each townhouse unit shall be separated from the other by an approved fire wall and in all cases, shall comply with the standard building code adopted by the city.

8. No townhouse unit shall be less than twenty (20) feet in width.

9. Each townhouse unit shall contain at least the minimum square footage of floor area as required in that zoning district it is to be located.

(d) Parcel size and lot size. The following parcel and lot sizes shall apply to all townhouse developments:

1. Property for a townhouse project shall have a minimum of one hundred and fifty (150) feet fronting on a public or an approved private street. This requirement may be modified by the city council if the modification will not have the effect of nullifying the purpose and intent of these regulations. Appropriate conditions and safeguards may be prescribed by the city council in conformity with this section.

2. There shall be no minimum individual lot size, except as needed to meet all requirements set forth herein.

(e) Minimum setback requirements. Within the boundaries of the townhouse project, the following setbacks shall be observed:

1. When parking spaces are located on individual lots, the minimum setback shall be twenty-five (25) feet measured from the right-of-way to the base building line.

2. When parking spaces are located off-site in commonly owned parking facility, the minimum setback shall be ten (10) feet measured from the parking facility to the base building line.

3. The minimum front setback from any right-of-way to the base building line shall be twenty-five (25) feet.

4. The minimum side setback from any right-of-way or abutting property line shall be fifteen (15) feet to the base building line.

5. The minimum rear setback shall be fifteen (15) feet from the rear line or utility easement to the base building line.

(f) Maximum height of structures. No portion of any building located within a townhouse project shall exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height.

(g) Building separation. The separation of buildings in a townhouse development shall be as follows:

1. The minimum distance between groups of buildings within a townhouse project shall be as follows:

   a. One (1) story, twenty (20) feet minimum.
   b. Two (2) stories, twenty (20) feet minimum.

2. Not less than ten (10) feet of unobstructed open space under common ownership or dedicated easement shall be provided around the parcels of land upon which the townhouse building is located for the purpose of providing access for utilities and other purposes.

(h) Parking requirements. Parking requirements for townhouse developments shall be as follows:

1. Parking spaces may be provided for an individual lot or in commonly owned and maintained parking facilities or a combination of both.

2. There shall be provided a minimum of two (2) parking spaces per townhouse unit, plus additional parking may be required for recreational or other facilities retained under common ownership.

3. Parking lots, driveways and streets within a townhouse project shall be designed to discourage through traffic.

4. Two (2) parking spaces may be permitted on an individual lot provided the minimum width of the lot is at least thirty (30) feet. The balance of the yard shall be landscaped.

5. One (1) parking space may be permitted on an individual lot where the minimum lot width is at least twenty (20) feet. The driveway shall be limited in width to provide parking for only one (1) car. The balance of the yard shall be landscaped.

(i) Private open space. Private open spaces in townhouse developments shall meet the following requirements:

1. Not less than twenty (20) percent of the gross lot area shall be maintained as usable open space, exclusive of any required on-site parking, service or building areas.

2. Unenclosed roofed areas and screen enclosures designed and planned for patio purposes may be credited for no more than fifty (50) percent of the required open space.

(j) Accessory buildings. No accessory buildings shall be permitted on any lot containing a townhouse building. This is not applicable patio storage sheds that are attached to the rear of a townhouse unit and extend less than five feet (5') from the rear townhouse wall and extend less than eight feet (8') across the rear townhouse wall.

(k) Fences, walls or hedges. Fences, walls or hedges in townhouse developments shall meet the following requirements:

1. When parking spaces are located on individual lots, no fence, wall or hedge shall be permitted over thirty (30) inches in height within twenty (20) feet of a public or private road.

2. All outdoor, rear yard areas used for drying of clothes shall be screened from view from the street and from adjoining yards and parking lots.

3. The City Council may require a conceptual development plan showing typical alternatives for adequate screening. Such screening shall be approved by the Council.

(l) Signs. Identification signs may be permitted in townhouse projects provided, however, no sign other than real estate signs advertising the sale or lease of the property shall be permitted on any individual lot within the project.

(m) Recreation facilities. Swimming pools, tennis courts, playgrounds and other recreational uses may be permitted within townhouse projects, provided such uses are located within areas retained in common ownership. Adequate provisions shall be made to eliminate problems of noise and light with respect to adjacent property. All land within the townhouse project shall be developed and maintained in a neat and orderly condition.

(n) Boats and recreational vehicles. Storage and parking of boats and recreational vehicles shall be prohibited, except for parking and/or storage in a screened designated area for same.

(o) Streets. Private and public street means a public or private vehicular right-of-way or easement which provides a preliminary means of access to abutting properties. Streets

within a planned unit development need not be dedicated to the general public, but shall be built to city specifications with the exception of required right-of-way, but shall not be accepted by or maintained by the city until such time as the city may elect to do same.

(p) Deed covenants. Approval for construction of townhouses shall be issued in accordance with the regulations herein set forth after evidence has been presented in the form of deed restrictions and/or cooperative maintenance system acceptable to the city requiring that a maintenance system be established, governed and operated by the owners of the individual units in such a manner as to prevent the occurrence of blight on any townhouse unit by failure of the owner of that unit to properly maintain his property in standard condition at all times. When common open space areas and facilities are to be provided, there shall be deed restrictions and/or cooperative maintenance system covering the maintenance of same.

(q) Modifications by City Council. The City Council may modify the above standards or may impose additional requirements, which, in their judgment, are required as a result of unique circumstances with respect to the site, the district in which it is located and the type of development proposed. Such modifications shall not have the effect of nullifying the purpose and intent of these regulations. Any modification to these regulations by the city council shall be in writing and shall become part of the public record.

26. Multi-family developments must conform to the requirements of Chapter 9 Architectural Standards for commercial properties.

27. The State of Florida Agency for Health Care Administration determines the maximum number of beds permitted in an ACLF project. The number of beds licensed is based on the facility size, staffing, and other requirements. All facilities must be licensed by the State. Density restrictions regulating the number of dwelling units per acre implied by the City's Land Development Regulations and Comprehensive Plan will not apply to or restrict the number of beds licensed by the State.

28. Modular or conventional site-built homes are permitted provided they are constructed in compliance with all applicable Florida Building and Fire codes. Development Standards including minimum yard requirements shall be as described in Table 8-3 of this Chapter.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: December 21, 2010

AGENDA TAB NO: 6

SUBJECT TITLE: Ordinance #2011-15 – Amendment to Ordinance 2010-22 to Extend City-wide Impact Fee Waiver Program for Six Months – Second Reading

OBJECTIVE:

To consider the approval of Ordinance #2011-15 to extend the impact fee waiver program for an additional six months to June 30, 2012.

SUMMARY:

In December of 2009, City Council approved Ordinance 2009 – 34 which waived the imposition of City impact fees City-wide for the period Jan.1 2010 – Dec. 31, 2010. On December 15, 2010, Council approved Ordinance 2010-22 to extend the program for an additional 12 months which will expire on December 31, 2011.

On November 16, 2011, discussion was held by Council regarding the extension of the Ordinance for an additional six months which will communicate the intention of the City to wind down this program. Staff presented data to show the results of the impact fee waiver program. For the past 22 months through October 2011 permits have been approved and issued for new construction valued at $34,585,892 with resulting impact fee waivers of $1,651,492. For every dollar of impact fees waived it has resulted in $20.94 of new construction. Of the 34.5 million in new construction, 65% was for commercial construction and 23% was for residential construction.

Council directed staff to prepare an ordinance to extend the program for an additional six months to June 30, 2012. This ordinance was read for First Reading on December 7, 2011.

OPTIONS:

1. Move to approve Ordinance #2011- 15 to extend the current City-wide impact fee waiver program through June 30, 2012.
2. Do not approve Ordinance #2015 - 15 to extend the current City-wide impact fee waiver program through June 30, 2012.

STAFF RECOMMENDATION:

Staff recommends that the Council approval of Option 1:

Move to approve Ordinance #2011-15 to extend the current City-wide impact fee waiver program through June 30, 2012.

FISCAL IMPACT:

The fiscal impact will be dependent on the level and type of building permits that are pulled during the 6 month time frame.

LEGAL REVIEW:

This proposal has been reviewed and approved by the City Attorney.

ORDINANCE 2011-15

AN ORDINANCE AMENDING ORDINANCE 2010-22 OF THE CITY OF TAVARES, FLORIDA PERTAINING TO THE WAIVER OF IMPACT FEES; EXTENDING THE WAIVER TO JUNE 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2010-22 provides for a waiver of impact fees provided by Chapter 6 and Chapter 17 of the City's Code of Ordinances until December 31, 2011, and

WHEREAS, the City of Tavares finds that an extension of the waiver will further its legitimate public interest in encouraging economic growth and development in and around the City, since said growth provides jobs, provides additional customers for the City's services, and increases the City's tax base; and

WHEREAS, the limited impact fee waiver provided herein will not result in a disproportionate impact fee for past or future development; and

WHEREAS, the payment of City police, fire/rescue, parks, recreation, water, and wastewater capital charges still pose a significant expense for new residential and commercial businesses and enterprises that are facing other start up expenses; and

WHEREAS, the Florida Legislature has recognized the validity of waivers of impact fees to promote economic development in Section 163.2517, Florida Statutes, and

WHEREAS, City impact fee revenues have not been pledged for the repayment of any municipal bonds or obligations, and the provision of an additional six (6) month waiver of such fees will not impair the City's capital improvement plans for its police, fire, recreation, water and wastewater utility departments, and

WHEREAS, the City Council desires to waive payment of impact fees for an additional six (6) month period as a citywide economic development incentive as provided herein; now therefore,

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

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Amendment.** Chapter 6 of Part II of the City of Tavares Code of Ordinances is hereby amended to read as follows:

Section 6-6. Payment of impact fees.

(a) Any person who seeks to develop land within the city, by applying for a building permit or final development order, is hereby required to pay impact fees in the manner and amount set forth in the fee schedule. The impact fee due prior to the issuance of a building permit or final development order, except as otherwise provided by this article, shall be the sum of the applicable police facilities, fire/rescue facilities, and parks and recreation facilities impact fee.

(b) No building permit or final development order requiring payment of an impact fee pursuant to this article shall be issued unless and until impact fees herein required have been paid.

(c) No extension of a building permit or final development order for any activity requiring payment of an impact fee, pursuant to the fee schedule, shall be granted unless and until the impact fees in effect at the time of the extension request have been paid.

(d) In the event impact fees are paid concurrently with the issuance of a building permit or final development order and subsequently, the building permit or final development order is amended, the applicant shall pay impact fees in effect at the time the amended building permit or amended final development order is issued with credit being given for the previous fees paid.

(e) All impact fees that would normally be due under the terms of this Chapter shall be waived for building permits issued from January 1, 2012, through June 30, 2012.

Section 3. **Amendment.** Section 17-39 of the City of Tavares Land Development Regulations is hereby amended to provide as follows:

Section 17-39. Waiver of Impact Fees.

All impact fees that would normally be due under the terms of this Chapter shall be waived for building permits issued from January 1, 2012, through June 30, 2012.

This Ordinance shall take effect immediately upon its final adoption by the Tavares City Council.

PASSED AND ORDAINED this of December, 2011, by the City Council of the City of Tavares, Florida.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

First Reading: December 7, 2011

Passed and Adopted Second Reading:

Approved as to form:
City Attorney

EXHIBIT 2

City of Tavares

Impact Fee Waiver program

January 2010 to -October 2011

The City of Tavares adopted its impact fee waiver ordinance on December 16th, 2009. Since that date, the City has processed building permits for the following new construction projects:

Types of Project	Valuation	Total Fees Waived
Commercial:		
Osprey Lodge	$11,700,000.00	$346,575.24
Massey's	$382,523.00	$8,171.19
Bartch Annexation**	$161,300.00	$1,252.50
Ellrodt Office	$185,000.00	$6,332.00
Kooser's BBQ	$115,000.00	$42,853.00
Dollar Tree	$650,000.00	$28,954.91
Lemon's Sports Complex	$6,054,606.00	$562,392.50
Tavares Medical Facility	$71,000.00	$5,448.96
Tavares Regional (3 unit med bldg)	$350,000.00	$12,768.45
Tavares Station Hotel *	$2,380,903.00	$200,754.54
Tavares Ambulatory Surgical*	$1,630,000.00	$33,271.76
Total Commercial	**$23,680,332.00**	**$1,248,775.05**
Residential:		
Multi-Family	$3,888,375.00	$232,279.12
Single Family	$7,017,185.00	$170,438.42
Total Residential	**$10,905,560.00**	**$402,717.54**
GRAND TOTAL	**$34,585,892.00**	**$1,651,492.59**

*A building permit application has been received for this project. It has been reviewed and is expected to be issued in the near future.

**Assessed Value of annexed property connecting to city utilities.

All individuals that have received impact fee waivers since the inception of this program have indicated, in writing, that the waivers contributed significantly with their decision go ahead with their projects.

City of Tavares

Assessed Value and Estimated Actual Value of Taxable Property

Fiscal Year	Real Property				
Ended September 30	Residential and Commercial Real Property	Residential Property	% Residential	Commercial Property	% Commercial
2000	$241,594,505.00				
2001	$266,541,943.00				
2002	$295,497,320.00				
2003	$325,441,836.00				
2004	$370,028,286.00				
2005	$395,057,039.00	$314,292,456.00	79.56%	$80,764,583.00	20.44%
2006	$571,345,791.00	$449,730,616.00	78.71%	$121,615,175.00	21.29%
2007	$730,057,781.00	$578,959,639.00	79.30%	$151,098,142.00	20.70%
2008	$854,994,055.00	$668,605,480.00	78.20%	$186,388,575.00	21.80%
2009	$762,026,655.00	$563,727,801.00	73.98%	$198,298,854.00	26.02%
2010	$529,262,580.00	$396,449,871.00	74.91%	$132,812,709.00	25.09%
2011	$443,574,246.00	$302,283,691.00	68.14%	$141,280,555.00	31.85%

Orlando Sentinel/Lake Sentinel
Sunday, December 11, 2011 edition
Ordinance 2011-15

Public Hearing Notices

City of Tavares

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider the Ordinance 2011-15, Second Reading, on December 21, 2011 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2011-15

AN ORDINANCE AMENDING ORDINANCE 2010-22 OF THE CITY OF TAVARES, FLORIDA PERTAINING TO THE WAIVER OF IMPACT FEES; EXTENDING THE WAIVER TO JUNE 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

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

LAK1164301 12/11/2011

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

AGENDA TAB NO 7

SUBJECT TITLE: Resolution 2011-22, Authorizing Execution and Delivery of Capital Lease Agreement for purchase of VOIP System, Street Sweeper, and Solid Waste Truck. Change from SunTrust bank to BB&T Bank

OBJECTIVE:
To allow change from SunTrust Bank to Branch Banking and Trust Company (BB&T Bank) for execution of Master Lease Agreement for Capital Equipment to fund the purchase of the VOIP Phone System, Street Sweeper, and Solid Waste Vehicle.

SUMMARY:
The Fiscal Year 2012 Adopted Budget includes Capital Equipment for a VOIP System, a Solid Waste Automated Replacement Vehicle, and a Street Sweeper Replacement Vehicle. Each item was identified in the budget as being funded by Capital Lease.

The City of Tavares issued RFP No. 2011-0021 for Voice over internet Protocol Service and Associated Infrastructure (VOIP). On October 5, 2011, the City Council approved award of contract to the number one ranked firm, Earthlink.

The street sweeper will be procured through the State of Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association (FAC) Bids through the "Piggy-Back" provision. The FAC provides procurement pricing for vehicles and heavy equipment for all Florida Governmental Entities. The purchase approval for the Street Sweeper will be presented to the City Council as a separate agenda item.

The Automated Solid Waste Truck will be procured through the State of Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association (FAC) Bids through the "Piggy-Back" provision. The FAC provides procurement pricing for vehicles and heavy equipment for all Florida Governmental Entities. The purchase approval for the Solid Waste vehicle will be presented to the City Council as a separate agenda item.

Four banks were contacted for quotes for Capital Lease Purchase for the Street Sweeper, Automated Garbage Truck, and the VOIP System. The tabulation of quotes is shown on the following table.

	VOIP	*AUTOMATED TRUCK*	*STREET SWEEPER*
	5 Years	7 Years	7 Years
Suntrust Bank	1.5500%	1.7400%	1.7400%
Bank of America	1.8963%	2.3130%	2.3130%
BB&T	1.8600%	1.9900%	1.9900%
Wells Fargo	No Bid	No Bid	No Bid

On October 19, 2011, the City Council approved Resolution No. 2011-26 and authorized the execution of a Master Lease Agreement with SunTrust Bank as the lowest quoted rate. SunTrust Bank has since changed their process for capital lease financing which causes a significant time delay in executing the Capital Lease Agreement which will cause timing delays for the RFP and Piggy Back provisions for the capital purchases which would affect pricing for the equipment.

As SunTrust has changed from their original quote, staff recommends withdrawing award of the Capital Lease Financing with SunTrust bank and awarding financing to BB&T Bank .as second lowest quote for the Capital Lease Financing of the equipment.

OPTIONS:

1. Rescind Capital Leasing Financing with SunTrust Bank for VOIP System, Streetsweeper, and Automated Solid Waste Truck, and approve Resolution 2011-22, authorizing the Execution of Master Lease Agreement with BB&T Bank for the purchase of VOIP Phone System, Automated Solid Waste Truck, and Street Sweeper.
2. Do not approve Resolution 2011-22.

STAFF RECOMMENDATION:

Move to rescind Capital Leasing Financing with SunTrust Bank for VOIP System, Streetsweeper, and Automated Solid Waste Truck, and approve Resolution 2011-22, authorizing the Execution of Master Lease Agreement with BB&T Bank for the purchase of VOIP Phone System, Automated Solid Waste Truck, and Street Sweeper.

FISCAL IMPACT: Debt Service to be incurred for Fiscal Year 2012 is included in the FY Adopted Budget.

RESOLUTION 2011 – 22

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, AN ESCROW AGREEMENT, AND RELATED INSTRUCTIONS, AND DETERMING OTHER MATTERS IN CONJUNCTION THEREWITH.

WHEREAS, the governing body of CITY OF TAVARES, FLORIDA, ("Lessee") desires to obtain certain equipment (the "Equipment") described in Exhibit A (see Exhibit A for schedule equipment) with Branch Banking and Trust Company (BB&T), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Lease with BRANCH BANKING AND TRUST COMPANY and the Escrow Agreement with the Escrow Agent substantially in the forms presented to this meeting.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the Financing Documents") in the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Mayor of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee is, hereby authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery

of the Financing Documents. The City Administrator of the Lessee and any other officer of Lessee who shall have power to do so is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

The undersigned further certified that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and Escrow Agreement executed on behalf of the Lessee are the same as presented as such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: December 21, 2011

Lessee:

BY: _____
Name: Robert Wolfe, Mayor
Tavares City Council

ATTEST:

_____
Nancy Barnett
City Clerk

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

EXHIBIT A

Schedule of Equipment for Capital Lease

Lease Funding for Capital Equipment

VOIP System - $120,242.40 (estimated equipment cost) – 5 Year Lease Period - Rate 1.55%

Solid Waste Truck - $262,811 (estimated equipment cost) – 7 Year Lease Period – Rate 1.74%

Street Sweeper - $213,300.37 (estimated equipment cost) – 7 Year Lease Period – 1.74%

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

AGENDA ITEM NO: 8

SUBJECT TITLE: Approval of Financial Plan for Reconstruction of Historic Train Station at Wooton Park

OBJECTIVE:

To have City Council approve a Financial Plan for the reconstruction of the Historic Train Station at Wooton Park.

DISCUSSION

In mid-2007 the City Council approved the following Vision Statement for the City:

"TAVARES – THE CAPITAL WATERFRONT CITY OF LAKE COUNTY – BUILDING ON A HISTORIC FOUNDATION – CREATING AN AUTHENTIC, ACCESSIBLE COMMUNITY OF NEIGHBORHOODS, BUSINESSES AND CITIZEN SERVICES – DISTINGUISHING ITSELF AS THE DEFINING VISION OF WHERE YOU WANT TO BE."

In keeping with the Vision Statement, as part of the Wooton Park Seaplane Base & Marina project, the City has constructed a replica of the Woodlea House, an old time train loading platform and the soon to begin Pavilion on the Lake project which is a replica of the former two-story Pavilion built in 1912.

The City of Tavares has been living and implementing its Vision Statement with these projects by "building on historic foundation – creating an authentic, accessible community …".

Railroads have long been a part of the fabric and economy of Tavares dating back to the 1880's. In the late 1880's the Atlantic Coast Line (ACL) railroad constructed a railroad station adjacent to the current train loading platform on the triangle property abutted by Main Street and St. Clair Abrams. The train station was destroyed by fire on July 24, 1988.

The City of Tavares now has an opportunity to reconstruct a replica of the former ACL station with the construction costs covered over time by lease agreements with the Tavares Chamber of Commerce and the Tavares, Eustis and Gulf, LLC (TEG) company which is currently operating the steam engine tourist train.

The Tavares Chamber of Commerce is currently under contract with Progress Energy to purchase the current Chamber building on Sinclair Avenue. The Chamber has proposed, subject to their closing on the sale of their property, to advance the City a payment of $150,000 towards the cost of the reconstructed train station and be credited with a lease payment for 15 years. The Chamber is also requesting an option to lease the space for an additional 10 years.

Tavares, Eustis and Gulf, LLC has also approved a lease for space in the reconstructed train station.

A preliminary total cost for the reconstruction of the train station including all professional and permit fees is $450,000 for a 2,800 square foot facility with the Chamber and TEG each leasing half of the available space. The estimated total cost of $450,000 is a preliminary estimate and it is believed the total cost will be reduced after final design with the involvement of the Construction Manager at Risk.

The final design and the Guaranteed Maximum Price for the project will be brought back to the City Council for review and approval.

In order to accomplish the planning, design, permitting and construction of the historic train station, it is proposed that an estimated not to exceed total project budget of $450,000 be approved. After deducting the $150,000 from the Tavares Chamber upfront payment, there would be a maximum balance of up to $300,000 that would need to be financed.

It is proposed that the remaining $300,000 would be borrowed from internal available funds at the prevailing interest earning rate for a period not to exceed 20 years. The loan payments to retire the debt would be paid by the lease agreements with the Tavares, Eustis and Gulf, LLC and the Tavares Chamber of Commerce.

A copy of the cash flow from the leases and the required debt service is attached.

The City Finance Director has reviewed and approved this plan.

OPTIONS:

1. To move to approve the above described Financing Plan to fund the planning, design, permitting and construction of the historical train station at Wooton Park.
2. To not approve the above described Financial Plan.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the above described Financial Plan to reconstruct the historic train station at Wooton Park.

FISCAL IMPACT:

The fiscal impact will be a borrowing of up to $300,000 to reconstruct the historic train station with the debt service being paid by tenant lease agreements.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved this arrangement.

TRAIN STATION DEBT SERVICE AND RENTAL PAYMENTS - CASH FLOW

Year		Outflow Debt Service	Inflow TEG Railway	Inflow Chamber	TOTAL Inflows	NET ANNUAL CASH FLOW	CUMMULATIVE CASH FLOW
2012	1	(6,600.00)	7,200.00	0.00	7,200.00	600.00	600.00
2013	2	(13,200.00)	14,400.00	0.00	14,400.00	1,200.00	1,800.00
2014	3	(13,200.00)	14,400.00	0.00	14,400.00	1,200.00	3,000.00
2015	4	(13,200.00)	14,400.00	0.00	14,400.00	1,200.00	4,200.00
2016	5	(13,200.00)	14,400.00	0.00	14,400.00	1,200.00	5,400.00
2017	6	(13,200.00)	14,544.00	0.00	14,544.00	1,344.00	6,744.00
2018	7	(13,200.00)	14,834.88	0.00	14,834.88	1,634.88	8,378.88
2019	8	(13,200.00)	15,131.58	0.00	15,131.58	1,931.58	10,310.46
2020	9	(13,200.00)	15,434.21	0.00	15,434.21	2,234.21	12,544.67
2021	10	(13,200.00)	15,742.89	0.00	15,742.89	2,542.89	15,087.56
2022	11	(16,764.97)	16,057.75	0.00	16,057.75	(707.22)	14,380.34
2023	12	(20,329.94)	16,378.91	0.00	16,378.91	(3,951.03)	10,429.31
2024	13	(20,329.94)	16,706.48	0.00	16,706.48	(3,623.46)	6,805.85
2025	14	(20,329.94)	17,040.61	0.00	17,040.61	(3,289.33)	3,516.53
2026	15	(20,329.94)	17,381.43	0.00	17,381.43	(2,948.51)	568.01
2027	16	(20,329.94)	17,729.05	12,000.00	29,729.05	9,399.11	9,967.13
2028	17	(20,329.94)	18,083.64	12,240.00	30,323.64	9,993.70	19,960.82
2029	18	(20,329.94)	18,445.31	12,484.80	30,930.11	10,600.17	30,560.99
2030	19	(20,329.94)	18,814.21	12,734.50	31,548.71	11,218.77	41,779.76
2031	20	(20,329.94)	19,190.50	12,989.19	32,179.69	11,849.75	53,629.51
2032	21	(10,164.97)	19,574.31	13,248.97	32,823.28	22,658.31	76,287.82
		(335,299.40)	**335,889.76**	**75,697.45**	**411,587.22**	**76,287.82**	

Assumptions

Debt service Payments are only $13,200 in first 10 years

Debt service payments increase to "normal amounts" after the 10th year

Assumes monthly rental payments from Railway of $1,200 per month

Excess accumuilated payments will be used to pay down interfund loan sooner

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

AGENDA ITEM NO: 9

SUBJECT TITLE: Approval of Lease Agreement with Tavares, Eustis and Gulf, LLC for Train Station

OBJECTIVE:

To have City Council approve the attached Lease Agreement with the Tavares, Eustis and Gulf, LLC to lease a portion of a reconstruction of the old Train Station.

DISCUSSION

In mid-2007 the City Council approved the following Vision Statement for the City:

"TAVARES – THE CAPITAL WATERFRONT CITY OF LAKE COUNTY – BUILDING ON A HISTORIC FOUNDATION – CREATING AN AUTHENTIC, ACCESSIBLE COMMUNITY OF NEIGHBORHOODS, BUSINESSES AND CITIZEN SERVICES – DISTINGUISHING ITSELF AS THE DEFINING VISION OF WHERE YOU WANT TO BE."

In keeping with the Vision Statement, as part of the Wooton Park Seaplane Base & Marina project, the City has constructed a replica of the Woodlea House, an old time train loading platform and the soon to begin Pavilion on the Lake project which is a replica of the former two-story Pavilion built in 1912.

The City of Tavares has been living and implementing its Vision Statement with these projects by "building on historic foundation – creating an authentic, accessible community ...".

Railroads have long been a part of the fabric and economy of Tavares dating back to the 1880's. In the late 1880's the Atlantic Coast Line (ACL) constructed a railroad station on the triangle property abutted by Main Street and St. Clair Abrams adjacent to the current train loading platform. The train station was destroyed by fire on July 24, 1988.

The City of Tavares now has an opportunity to reconstruct a replica of the former ACL station with the construction costs covered over time by lease agreements with the Tavares Chamber of Commerce and the Tavares, Eustis and Gulf, LLC (TEG) company which is currently operating the steam engine tourist train.

The Tavares Chamber of Commerce is currently under contract with Progress Energy to purchase the current Chamber building on Sinclair Avenue. The Chamber has proposed, subject to their closing on the sale of their property, to advance the City a payment of $150,000 towards the cost of the reconstructed train station and be credited with a lease payment for 15 years (see attached Lease Agreement). The Chamber is also requesting an option to lease space for an additional 10 years.

Tavares, Eustis and Gulf, LLC has also agreed to leasing space in the reconstructed train station.

A preliminary total cost for the reconstruction of the train station including all professional and permit fees is $450,000 for a 2,800 square foot facility with the Chamber and TEG each leasing half of the available space.

To move forward with this project, it is recommended that the Council approve the attached Lease Agreement with Tavares, Eustis and Gulf, LLC.

OPTIONS:

1. To move to approve the attached Lease Agreement with the Tavares, Eustis and Gulf, LLC.
2. To not approve the attached Lease Agreement

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Lease Agreement with the Tavares, Eustis and Gulf, LLC.

FISCAL IMPACT:

The fiscal impact is as outlined in the attached Lease Agreement.

LEGAL CONSIDERATIONS:

The City Attorney has prepared and approves the attached Lease Agreement..

LEASE AGREEMENT

THIS LEASE is made and entered into by and between the CITY OF TAVARES, FLORIDA, a Florida municipal corporation, hereinafter called the "Landlord," and TAVARES, EUSTIS, AND GULF, LLC, hereinafter called the "Tenant", made this _____ day of _____, 2011.

WITNESSETH:

WHEREAS, Landlord owns the real property ("the Property") located at Alternate Key #137668 in Tavares, Lake County, Florida, and

WHEREAS, Landlord intends to improve the Property by constructing upon it a Train Station building (the "Building"); and

WHEREAS, Tenant is a party to that certain Track/Right of Way License and Operating Agreement with Florida Central Railroad Company (hereinafter "Track Operating Agreement"), which authorizes Tenant's operation of a tourist train.

WHEREAS, Tenant desires to lease a portion of the Building consisting of approximately 1400 square feet of the approximately 2800 square foot building for the operation of Tenant's tourist train office;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration and the mutual promises stated herein, the parties hereto agree as follows:

1. Description of the Premises. Landlord leases to the Tenant, and Tenant leases from the Landlord, a portion of the above-described Building, to be improved with a separate entrance, consisting of approximately 1400 square feet. The Landlord, after consulting with the Tenant, shall determine which portion of the Building shall be leased to the Tenant.

2. Term.

(a) Initial term. The initial term of this lease shall be for a period of five (5) years, beginning on the Commencement Date (defined in subparagraph (b) of this paragraph) and terminating at 12:00 noon on a date five (5) years thereafter, unless sooner terminated by Landlord as herein provided.

(b) Commencement Date. The Commencement Date shall be the 30th day after the date the appropriate governmental authority issues a certificate of occupancy for the facilities, or at such earlier date following the issuance of the certificate of occupancy that the Landlord and Tenant may agree to commence the Lease term. After the Commencement Date has been determined, and upon the demand of either party, the parties shall execute a declaration expressing the specific commencement and termination dates of the initial term.

The Commencement Date shall be no later than eighteen months from the date of the execution of this Lease. In the event the Commencement Date does not occur on or before this date, unless the parties otherwise agree to extend the Commencement Date, this agreement shall have no further force and effect.

(c) Tenant fixtures. The Tenant may, prior to the Commencement Date, but after construction is substantially complete, enter upon the leased property at reasonable times for the purpose of installing the furniture, furnishings, fixtures, and equipment which is necessary for its use of the premises. In exercising this option, the Tenant shall use care not to interfere with or delay the completion of the construction of the building.

(d) Option to extend term. Provided that the Tenant is not then in default under the terms of this lease agreement, Tenant may extend this lease upon the same terms (except as described herein) for three (3) additional periods of five (5) years each. Tenant shall exercise this option in writing not later than 60 days before the initial term expires. The rent for the first year of the additional option period shall be $14,400 per year, plus all applicable sales tax, if any, to be paid monthly ($1,200 per month) on the first day of the new term and on a monthly basis thereafter. For each year thereafter of the extended term of this lease, the rent shall be increased annually by two percent (2%) per year.

(e) Tenant's Option to Terminate: Tenant shall have the option to terminate this Lease upon 60 days written notice to Landlord in the event Tenant ceases doing business as a result of any termination of the Track Operating Agreement.

3. Rent. Tenant agrees to pay, without demand, to Landlord One Thousand Two Hundred Dollars and 00/100 ($1,200) per month, plus applicable sales tax, beginning on the Commencement Date, and on a monthly basis thereafter until the end of the Lease term. The payment required by this paragraph is due and payable from Tenant to Landlord at 201 East Main Street, Tavares, Florida, 34748. As additional rent, during the initial term and any extended term, Tenant shall timely pay directly to the Landlord any and all assessed real property taxes and assessments that are attributable to its proportional interest in the leasehold property as a result of this Lease. A late fee in the amount of Fifty Dollars ($50.00) shall be assessed if payment of rent (including applicable tax) is not received by the Landlord on or before the fifth (5) day after the rent is due each month.

5. Security Deposit. At least ten (10) days prior to entering the Building, Tenant shall pay to the Landlord a security deposit in the amount of Two Thousand Two Hundred Dollars and 00/100 ($2,200), which will not be applied to the last rent payment and will not be returned prior to the Tenant vacating the premises. Landlord will inspect the premises and will return any or all of the security deposit upon determining that all of the keys have been returned and that the premises have been returned in the same condition in which they were given to the Tenant. The Landlord will follow the procedure set forth in Section 83.49, Florida Statutes, with respect to the return of the deposit.

6. Use of the Premises. The Tenant shall have the right to use the demised premises for its office. The premises shall be open and accessible to Tenant twenty-four hours a day, seven days a week. Tenant's use of the premises shall be in accordance with, and subject to, the land use restrictions imposed by the appropriate governmental authorities, and all recorded encumbrances (deed restrictions, easements, etc.).

7. Utilities. Tenant shall pay for all utilities furnished to the premises for the term of the lease, including, but not limited to, electricity, water, solid waste disposal, and telephone. If any utilities are provided to the Building are under a single account (e.g., solid waste collection), the Landlord (or its second tenant) and Tenant shall apportion those utility expenses between themselves based on the number of square feet they occupy. If Tenant should leave the premises prior to expiration of the lease, Tenant shall be held responsible for utilities used after it leaves the premises until the utilities are discontinued.

8. Initial Improvements to Leased Premises. Landlord shall use its best efforts to consult with Tenant regarding Tenant's needs and desires in the initial construction of the Building. However, Landlord, in consultation with its architect and contractor, shall have the final say with regard to the design and construction of the Building. All Leasehold Improvements shall become the property of Landlord and shall not be severed upon the termination of this Lease.

9. Right of Tenant to Make Additional Improvements. Tenant, with prior written approval of Landlord, may make additional improvements to the interior portion of leased premises that are required for Tenant's specific use, provided that said improvements must be consistent with Landlord's plans for the Building, and the historic character of the Building, and must meet all applicable codes. Tenant shall be responsible for the cost of designing, permitting, and constructing any such additional leasehold improvements, including the payment of any additional impact fees due based on said improvements. As a condition of such written consent, Tenant must, at a minimum, provide Landlord with a copy of the contract to improve the premises. Tenant covenants that if such prior written approval is received for such improvements or alterations, that such improvements and alterations shall be made in a workmanlike manner and in compliance with applicable federal, state, county and municipal laws and regulations. Any "fixture" improvement becomes the property of the Landlord at the time of the termination of the lease.

10. Delivery, Acceptance, and Surrender of Premises. Landlord represents that the premises are or will be properly zoned and fit for use as office space for Tenant's office. Tenant agrees to accept the premises on possession as being in good repair and in a sanitary condition. The Tenant shall surrender the premises to Landlord at the end of the lease term in the same condition as when the Tenant took possession, except for normal wear and tear. Tenant shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to Landlord, and shall restore any portion of the premises on which they were placed to the same condition as before installation.

All alterations, additions or improvements made by either Landlord or Tenant

to the premises, excluding moveable furniture, shall be the property of the Landlord and shall remain upon and be surrendered with the premises at the termination of this lease.

11. Tenant to Carry Insurance. Tenant agrees to obtain and maintain in force, at its cost, insurance coverage (hereinafter called "Insurance") as specifically described in Exhibit "A" attached hereto. Tenant shall provide the Landlord with the Certificate of Insurance or other proof of said insurance at least ten (10) days prior to entering the Building.

12. Maintenance of Premises. Tenant shall maintain, replace and keep in good repair the interior portions, entrances and window glass portions of the demised premises at Tenant's own expense. The obligation of Tenant to maintain and perform repairs to interior portion of the demised premises shall include, but not be limited to, the maintenance and repair of all plumbing fixtures and facilities, electrical fixtures, replacement of all glass which may become broken or cracked during the demised term, interior painting, the repair of any damage caused to the structural portions (interior or exterior) of the demised premises by reason of negligence of Tenant's agents and employees, and the provision of periodic pest control service. Landlord shall maintain, replace and keep in good repair the HVAC system, roof, exterior structure, interior water and gas lines, and the lawn and landscaping.

13. Subleasing and Assignment. Tenant shall have no right to assign or sublease the demised premises without the express written consent of the Landlord.

14. Rent Default. In the event the Tenant shall default in the payment of rents when due, the Landlord shall forward written notice of such default to Tenant and failure on the part of Tenant to cure such default within seven (7) days of receipt of the notice shall, at the option of Landlord, entitle the Landlord to terminate this lease. Tenant shall not be released of any liability for rent hereunder by reason of the Landlord's repossession of the premises or by the Landlord taking any other legal proceedings available to Landlord upon default. A rent default shall occur when Tenant fails to pay the rent, any late charges or any other charges described herein.

15. Other Defaults. It is mutually agreed that in the event either the Landlord or the Tenant shall default in any of the respective obligations under this lease, other than the payment of the rent by the Tenant, the party aggrieved shall be required to forward written notice of such default addressed to the other party so in default. The party receiving such notice agrees that, if it be in default as set forth in such notice, it will cure such default within ten (10) days after the date of receipt of such notice. In the event the Tenant shall be the party in default and fail to cure such default, as herein set forth, the Landlord may cure such default, and the cost and expense thereof shall be deemed to be additional rent to be paid by Tenant on the next day when fixed rent shall become due and collectible as such.

If, however, after due notice to either party of any opportunity to cure a default, the party in default shall refuse to cure or make good any such default, the party giving notice of said default may, at its option, terminate this lease.

16. Attorney's Fees. Without waiving the City's sovereign immunity, if either party to this lease is required to engage an attorney to interpret or enforce this agreement, then the prevailing party shall be entitled to reimbursement by the losing party of all costs and attorney's fees incurred by the prevailing party.

17. Notices. Any notices to the Landlord or Tenant required to be sent should be addressed to the party at the following address:

Landlord: John Drury, City Administrator
201 E. Main Street
Tavares, FL 32778

Tenant: Richard Grigsby
P.O. Box 507
Hot Springs, AR 71902

18. Signs. Tenant shall be entitled to erect signage, at its sole cost and expense, in a manner consistent with the sign regulations of the City and with the prior approval of Landlord. Because of the historical significance of the Building, the Landlord, in its discretion, may limit the size, materials used, and placement of the sign, among other things.

19. Effect of Landlord's Waiver. Landlord's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of subsequent breach of the covenant or condition waived.

20. Access by Landlord. The Landlord shall have access to the said demised premises at reasonable hours for inspection and or to make repairs as needed.

21. Care of Roof. Tenant agrees not to place, or suffer to be placed, any debris or items on the roof of the building in which the demised premises are located, and not to cut into, drive nails into, or otherwise mutilate or damage the roof.

22. Nuisance. Tenant covenants not to allow said premises to be used for any illegal or immoral purpose, and not to do or suffer to be done, in or about said premises any act or thing which may be a nuisance, annoyance, inconvenience or damage to Landlord, Landlord's tenants, the occupants of adjoining property, or the neighborhood.

23. Damage by Others. Tenant covenants that should the doors, roof window frames, glass, exterior, or any other portion of the Building be damaged by persons breaking, or attempting to break, into the demised premises, or by vandals, any and all damage to said premises caused thereby will be repaired by Tenant at Tenant's expense.

24. Damage to Premises. In the event that premises or any material portion thereof or any adjoining property shall be damaged by fire or other casualty during the term hereof so as to render the premises, including any common area, untenantable, Landlord

shall promptly restore the same to their previous condition, and a just proportion of the rent, according to the extent to which the premises and any common areas have been rendered untenantable, shall abate until the premises shall have been restored and put in proper condition for use and occupancy by Tenant, provided, however, that if the damaged premises cannot be made tenantable within one hundred and twenty (120) days after the occurrence of such damage, Tenant may terminate this lease forthwith by written notice thereof delivered to Landlord not less than thirty (30) days following the occurrence of such damage. If any authority having jurisdiction thereof shall determine that the premises or any building of which the premises are a part should be demolished and removed because of damage this lease shall terminate at the option of Landlord or Tenant.

25. Heirs and Executors Bound. All the terms and agreements of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the Landlord or Tenant.

Signed, sealed and delivered
in the presence of:

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement on this _____ day of _____, 2011.

CITY OF TAVARES

ATTEST:

_____
Nancy Barnett,
City Clerk

_____
BY: Robert Wolfe
ITS: Mayor

TAVARES, EUSTIS AND GULF, LLC

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
BY: Richard Grigsby
ITS: Managing Member

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by **Robert Wolfe, the Mayor of the City of Tavares, Florida,** [__] who is/are personally known to me or [__] who has/have produced _____ as identification.

_____
Notary Signature
Commission Expiration Date:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by **Richard Grigsby, the Managing Member of Tavares, Eustis and Gulf, LLC**, [__] who is/are personally known to me or [__] who has/have produced _____ as identification.

_____
Notary Signature
Commission Expiration Date:

EXHIBIT A

INSURANCE REQUIREMENTS

i. $500,000 commercial general liability, per occurrence, combined single limit for bodily injury and property damage liability (including premises and operations), and $100,000 damage to rented premises, with current in-force certificate of insurance as evidence of same provided and maintained throughout the term of the lease. The cost for maintaining these lines of coverage is the sole responsibility of the Tenant.

ii. Workers' Compensation for all employees - Florida statutory limits of $100,000 employers' liability each accident, $100,000 each employee and $100,000 limit for disease. The cost for maintaining this line of coverage (if required) throughout the term of the lease is the sole responsibility of the Tenant.

If exempt from Florida Workers' Compensation, a current State of Florida exemption certificate must be provided and maintained throughout the term of the lease.

iii. Commercial Auto is not required unless there is a specific relationship to the Lease/Use Agreement. If coverage is determined by Landlord to be required at any time during the term of the lease, the limits under commercial general liability will apply. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership. The cost for maintaining this line of coverage (if required) is the sole responsibility of the Tenant.

iv. The City of Tavares is added as additional insured (with endorsement) and is the certificate holder on all coverage lines except Workers' Compensation.

v. Certificate(s) of insurance must be submitted on a standard Acord form, with accompanying endorsement attached (refer to Item v). Current in-force certificate(s) must be provided to the City's Risk Manager at the coverage renewal date throughout the term of the lease.

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

AGENDA ITEM NO: 10

SUBJECT TITLE: Approval of Lease Agreement with Tavares Chamber for Train Station

OBJECTIVE:

To have City Council approve the attached Lease Agreement with the Tavares Chamber of Commerce to lease a portion of a reconstruction of the old Train Station. **NOTE: CHAMBER AGREEMENT WILL BE FORWARDED ON DECEMBER 19, 2011**

DISCUSSION

In mid-2007 the City Council approved the following Vision Statement for the City:

"TAVARES – THE CAPITAL WATERFRONT CITY OF LAKE COUNTY – BUILDING ON A HISTORIC FOUNDATION – CREATING AN AUTHENTIC, ACCESSIBLE COMMUNITY OF NEIGHBORHOODS, BUSINESSES AND CITIZEN SERVICES – DISTINGUISHING ITSELF AS THE DEFINING VISION OF WHERE YOU WANT TO BE."

In keeping with the Vision Statement, as part of the Wooton Park Seaplane Base & Marina project, the City has constructed a replica of the Woodlea House, an old time train loading platform and the soon to begin Pavilion on the Lake project which is a replica of the former two-story Pavilion built in 1912.

The City of Tavares has been living and implementing its Vision Statement with these projects by "building on historic foundation – creating an authentic, accessible community …".

Railroads have long been a part of the fabric and economy of Tavares dating back to the 1880's. In the late 1880's the Atlantic Coast Line (ACL) constructed a railroad station on the triangle property abutted by Main Street and St. Clair Abrams adjacent to the current train loading platform. The train station was destroyed by fire on July 24, 1988.

The City of Tavares now has an opportunity to reconstruct a replica of the former ACL station with the construction costs covered over time by lease agreements with the Tavares Chamber of Commerce and the Tavares, Eustis and Gulf, LLC (TEG) company which is currently operating the steam engine tourist train.

The Tavares Chamber of Commerce is currently under contract with Progress Energy to purchase the current Chamber building on Sinclair Avenue. The Chamber has proposed, subject to their closing on the sale of their property, to advance the City a payment of $150,000 towards the cost of the reconstructed train station and be credited with a lease payment for 15 years (see attached Lease Agreement). The Chamber is also requesting an option to lease space for an additional 10 years.

Tavares, Eustis and Gulf, LLC has also expressed an interest in leasing space in the reconstructed train station.

A preliminary total cost for the reconstruction of the train station including all professional and permit fees is $450,000 for a 2,800 square foot facility with the Chamber and TEG each leasing half of the available space.

To move forward with this project, it is recommended that the Council approve the attached Lease Agreement with the Tavares Chamber of Commerce.

OPTIONS:

1. To move to approve the attached Lease Agreement with the Tavares Chamber of Commerce.
2. To not approve the attached Lease Agreement

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Lease Agreement with the Tavares Chamber of Commerce.

FISCAL IMPACT:

The fiscal impact is as outlined in the attached Lease Agreement.

LEGAL CONSIDERATIONS:

The City Attorney has prepared and approves the attached Lease Agreement..

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

AGENDA TAB NO. 11

SUBJECT TITLE: Wooton Wonderland 20-Year Celebration

OBJECTIVE: To authorize staff to begin meeting with members of the community to plan a celebration to mark the 20-year anniversary of Wooton Wonderland.

SUMMARY: November 8, 2012, will mark the 20-year anniversary since the community came together to raise over $100,000.00 and to provide all the necessary labor to build an amazing children's playground that we know as Wooton Wonderland in Wooton Park.

Staff has been contacted by members from the community who were part of this project and it has been suggested that the city and these members work together to develop a commemorative celebration to take place on November 8, 2012.

Additionally, it is anticipated that a memorial plaque be installed that speaks to this project and to the partners that made it happen.

OPTIONS:
1) Approve the request
2) Do not approve

STAFF RECOMMENDATION: Make a motion to approve the request as presented.

FISCAL IMPACT: nominal (to be funded from operating budget)

LEGAL SUFFICIENCY: meets legal sufficiency

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TAVARES

America's Seaplane City

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 21, 2011

AGENDA TAB NO. 12
SUBJECT TITLE: Request to Amend Regulations to Allow Cattle within City

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OBJECTIVE:

To seek Council's direction concerning amending the city's codes to allow limited pasture grazing for cattle within the city boundaries.

SUMMARY:

City staff has received at least two requests by owners of large tracts of parcels within the city to allow cattle grazing. Presently, our Land Development Regulations does not allow the keeping of cattle, although the boarding of up to two horses is permitted on parcels over 2.5 acres in an RSF-A zoning.

There are several large, vacant and isolated open fields of land within the city that had been planned as residential subdivisions. Also, an owner of a large residential property of nearly 10 acres on Dead River Road would like to establish a hobby farm with several horses and cattle.

Staff has no objections to allowing cattle within the city provided the use is limited and conditions similar to that already applied to horses are met.

OPTIONS:

1. That City Council moves to direct staff to draft an amendment to our Land Development Regulations that would allow and provide conditions for the keeping of cattle within the city.
2. That City Council takes no action on this matter.

FISCAL IMPACT:

None

LEGAL SUFFICIENCY:

Approved for legal sufficiency.

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TAVARES

America's Seaplane City

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

AGENDA TAB NO. 13

SUBJECT TITLE: Award and Accept recommended low bidder and authorize staff to negotiate contract

OBJECTIVE: To approve the recommended low bidder for the grading portion of the Woodlea Sports Complex expansion project and authorize staff to negotiate a contract.

SUMMARY: On November 6, 2011, the City of Tavares advertised an Invitation to Bid for the land grading portion of the Woodlea Sports Complex expansion project. Four companies responded to the invitation with Beesley Construction of Leesburg, Florida, being the lowest bidder at $138,896.00.

The submission by this company has been reviewed by staff and by the engineer of record and has met compliance in all areas.

This project is funded through the Infrastructure Sales Tax fund and through an interlocal agreement with Lake County Board of County Commissioners. The grading portion of the project is expected to be completed by March, 2012.

Beesley Construction, LLC 2113 Citrus Blvd, Suite A Leesburg, FL 34748	$138,896.00
E.T. MacKenzie 6212 33rd Street East Bradenton, FL 34203	$176,495.00
Paqco 101 Weber Avenue Leesburg, FL 34748	$235,655.00
Crossroads Site Development Underground Utilities, LLC 284 Hand Avenue, Suite B Ormond Beach, FL 32174	$248,960.00

OPTIONS:

1) Approve the recommended low bidder and authorize staff to negotiate a contract
2) Do not approve

STAFF RECOMMENDATION: Make a motion to approve the recommended low bidder, Beesley Construction, for the grading portion of the Woodlea Sports Complex expansion project and authorize staff to negotiate a contract.

FISCAL IMPACT: $280,240 is appropriated in Infrastructure Sales Tax, and the County will provide a $250,000 match, thus $530,240 is available for this project. The proposed contract is $391,344.00 less than the total amount available.

LEGAL SUFFICIENCY: meets sufficiency

PRE-BID MEETING AGENDA

Woodlea Sports Complex Green Space Grading

City of Tavares
Wastewater Plant Conference Room
2770 Woodlea Road
Tavares, FL 32778
10:00am November 14, 2011

Introduction of Staff:

City of Tavares

Ms. Tamera Rogers (Project Manager)
Mr. Scott Aldrich (Assistant Project Manager)
Mr. John Rumble (Purchasing Manager)

Dredging and Marine Consultants, LLC (Engineers)

Mr. Shailesh Patel (Principal)
Mr. Joseph Faella (Project Manager)
Mr. Curtis Todd (Project Engineer)

Engineered Plans completed by:

Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129
Phone: 386-304-6505
Fax: 386-304-6506

Existing Survey completed by:

George F. Young, Inc.
2466 West SR 426, Ste 1010
Oviedo, FL 32765-7624
Phone: 407-672-0075
Fax: 407-671-0072

Project Location:

Woodlea Sports Complex at 2770 Woodlea Road, City of Tavares, Lake County, Florida.

General Description of Work:

Grading of ball fields and green space at the Woodlea Sports Complex in Tavares, Florida.

Time Frame:

The Contractor agrees that the work shall be started not later than the date indicated in the "Notice to Proceed," and completion of work is anticipated within 90 days thereafter.

Questions on Project:

All questions should be directed in writing to John Rumble at jrumble@tavares.org by **2:00pm local time, Wednesday, November 23, 2011**.

Bids:

Bids are due in the City Hall by 2:00 pm by Thursday, December 1, 2011 and will be opened and publicly read aloud at the City Council Chambers, 201East Main St, Tavares, Florida at **2:05 PM**, on **December 1, 2011.** Proposals must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

Bid Selection:

The award of the contract shall be as best serves the interest of the City of Tavares. Bidders shall specify accurate unit costs so that the City may increase or decrease quantities as needed to assist in bid selection. Bids may not be considered if bid schedule is incomplete.

Bidders will be evaluated based upon cost value, experience of contracting/ subcontracting team in earthwork and related grading projects, and estimated project completion times. References will be contacted based upon information provided in the bid. Invalid reference contact information may result in disqualification of the bid submittal.

Special Project Requirements:

The St. Johns River Water Management District stormwater permit and Andreyev Engineering geotechnical report are both available. Work must comply with requirements and recommendations generated by both documents.

All shop drawings must be submitted to the engineer for approval at least five (5) business days in advance of construction or installation. All materials or products must be verified on site by the City's inspector. The contractor shall provide receipts and delivery tickets for all materials/ products within 48 hours of delivery so that the City inspector can verify the quality and quantity of materials/ products.

SIGN IN SHEET

NAME	ORGANIZATION	PHONE	ADDRESS	E-MAIL
JENNINGS GRIFFIN	SOUTHEASTERN SURVEYING	352-343-4880	119 W MAIN ST TAVARES	JGRIFFIN@ SSMC.US
MATT KENNARD	PARCO, INC.	352-365-0006	101 WEBER AVE. LEESBURG	matt@ parcoinc.com
RON Butler	Laserturf Southeast INC	407-466-8621	405 Belmont Rd. Athens, GA 30605	laserturfron@A
Matt Franks	Beesley Construction, LLC	352-365-4578	2113 Citrus Blvd Suite A Leesburg, FL 34748	estimating@ beesleyconstruction.c
BJ LORENZO	CROSS ROADS SITE DEVELOPMENT	386-672-4200	284 SUITE B HAND AVE ORMOND BCH 32174	CROSSROADSDEV @ AOL.COM
LANCE W RODRIGUEZ	SANTA CRUZ CONSTRUCTION, INC.	321 452 3180	4205 N Courtenay PKWY Merritt Island Fl 32953	SCCI@SANTACRUZ CONSTRUCTION.COM
CHRISTINA TABOR	CENTRAL FLORIDA Environmental Corp	407-834-6115	910 Belle Rive, Ste 1040 Winter Springs Fl 32708	CTABOR75@AOL.com
JAMES T ROBSON	E.T MACKENZIE INC OF FLORIDA.	941-238-7226	6212 33RD STREET E. BRADENTON FL. 34203	JROBSON@ MACKENZIECO.COM
CURTIS Todd	DMC			
S K Patel	DMC			
JOHN RUMBLE	C.O.T.			
TAMERA ROGERS	C.O.T.			

America's Seaplane City

CITY OF TAVARES

MINUTES OF BID OPENING
December 1, 2011
Request for Proposals
Woodlea Sports Complex Green Space Grading
Bid No. 2012-0005

TAVARES CITY HALL

PRESENT

Tammey Rogers, Community Services Director
John Rumble, Purchasing Manager
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, December 1, 2011. This is the opening of submission packages received in response to RFP 2012-0005, Woodlea Sports Complex Green space Grading. There were four proposals received; Mr. Rumble read the Total Amount of Bid:

1) E.T. MacKenzie of Florida, Inc. 6212 33rd Street East Bradenton, FL 34203	$176,495.00
2) Crossroads Site Development & Underground Utilities, LLC 284 Hand Avenue, Suite B Ormond Beach, FL 32174	$248,960.00
3) Paqco, Inc. 101 Weber Avenue Leesburg, FL 34748	$235,655.00
4) Beesley Construction Company, LLC 2113 Citrus Blvd, Suite A Leesburg, FL 34748	$138,896.00

Mr. Rumble noted the packages would be forwarded to the Dredging and Marine Consultants review and evaluation. The bid opening concluded at approximately 2:15 p.m.

Respectfully submitted,

Kay Mayes

Kay Mayes
Admin Assistant, Finance

Announcements

Cemetery Lots/Crypts

LOOK

2 CEMETERY SPACES — 1 Vault, shaded, in Eustis. Reduced to $3950 (Seller will pay for de-transfer). 865-206-7745

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- Excellent computer, telemarketing, and good written/verbal communication skills necessary.
- Able to be effective in a very fast paced environment with strong multi-tasking skills to balance our team.

The right candidate must be someone who is very customer service oriented and committed to excellence!

If you've got the professional endurance to take over this critical position, hit our high standards, and grow with our company, email your resume to r-schli2@dealeremail.com or apply in person, we want to speak with you.

17701 US 441 Mt. Dora, FL

Government/ Professional

CONSTRUCTION SPECIALIST — $13.16 per hr. Refer to our website for details and application. Pre-emp physical and drug screen req'd. www.CityofClermontFL.com EOE, M/F, V/P, D/V, DFWP.

SCHOOL CROSSING GUARD Part-time. City of Clermont. 10hrs/wk. Apply at Clermont City Hall 685 W. Montrose St. Visit website for details & app: www.CityofClermontFL.com EOE, M/F, V/P, D/V, DFWP

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- PT 3-11 & 11-7 NURSE

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Eustis FL. DFWP/EOE

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MSW preferred
Bilingual preferred
3 yrs relevant exp. req'd.
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www.cornerstonehospice.org
or fax application to:
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EOE/DFWP
WEB OS24799

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Legal Notices

Advertisements for Bid

ADVERTISEMENT FOR

WOODLEA SPORTS COMPLEX GREEN SPACE GRADING

BID NO. 2012-0005

Sealed bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main Street, Tavares, FL 32778 or by mail addressed to P. O. Box 1068, Tavares Florida 32778-1068, so as to be received not later than **2:00 PM on December 1, 2011. Bids received after this specified time and date will not be considered.** The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 pm for the performance of the following work:

Grading of ball fields and green space at the Woodlea Sports Complex in Tavares, Florida.

All contractors intending to bid on the project **MUST** attend a **pre-bid conference** November 14, 2011 at 10:00 A.M. at the Tavares Wastewater Plant Conference Room, located at 2770 Woodlea Road, Tavares, FL 32778.

Copies of contract (bid) documents consisting of bidding requirements, contract forms, conditions of the contract, specifications, and drawings may be examined at Tavares City Hall, 201 E. Main Street, Tavares, Florida, Telephone (352) 742-6131. Bidders with access to DemandStar.com can obtain the front end documents by calling 1- 800-711-1712 or on the web at http://www.demandstar.com). **For additional information contact: John Rumble, Purchasing Manager at Tavares City Hall, 201 E Main St., Tavares FL 32778; phone: (352) 742-6131; fax: (352) 742-6001; e-mail: jrumble@tavares.org**

Advertisements for Bid

Bidders are required to submit proposals for the above on the Bid Forms provided. No proposals may be withdrawn after the scheduled closing time for the receipt of proposals for a period of sixty (60) days.

A Performance and Payment Bond in a sum equal to 110% of the amount of the Contract awarded will be required at the time of execution of the construction contract. A Bid Bond or Certified Check in the amount of 5% of the Bid must be submitted with each bid.

The City of Tavares reserves the right to waive informalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be for the best interest of the City.

CITY OF TAVARES
Tavares, FL

John Rumble, Purchasing Manager

LAK1159896 11/06/2011

Public Hearing Notices

MEETING NOTICE

The Lake County Water Authority will be holding a **Regular Meeting at 3:30 p.m., on November 16, 2011,** in the Lake County Board of County Commissioners Chambers at the Lake County Administration Building (2nd Floor, Round Courthouse), 315 West Main Street, Tavares, Florida.

Anyone having questions regarding the meeting or a specific item on the agenda, please contact the office at 343-3777, during our normal office hours: Monday through Friday 8:30 a.m. - 5:00 p.m.

Should any person decide to appeal any decision made at the meeting, they will need a record of the proceeding and it is their responsibility to ensure that a verbatim record of the proceeding is made.

LAKE COUNTY WATER AUTHORITY

LAK1159345 11/06/2011

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MULTI-FAMILY SALE

MT PLYMOUTH — Community Yard Sale this Sat & Sun, 8-?. 15+ homes, 30+ families. Off 46 to Westward Ho. Google 25401 Darnoch St. Questions? 352-551-4709

Real Estate for Rent

Apts/Condos/ Multi-Family Lake County for Rent

LEESBURG/MALL AREA — Furn'd waterfront cottage, utilities incl. $700/mo. Lease. No pets. 352-742-2634

SORNETO — Country setting furnished garage apt efficiency $150/wk Util & direct tv inc. 6 mo min 352-383-7730

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TAVARES — Lg Duplex, 2BR/1BA Downtown. Near HS. W/D, tile, new paint. $550/mo.+ dept. 352-729-2155

TAVARES — Townhouse style apt, 2BR/1.5BA, 1200sq ft, storage. $675/mo & $400 dep. Ask me about a move in special. 352-267-8957

Homes Lake County for Rent

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CLERMONT — 3/2 good neighborhood, big yard, 30 min away from Disney close to shopping, hwy50&27. 1700sqft $900/mo 305-343-6223

MOUNT DORA — 2/1, new carpet, cabinets, appliances, no pets, non-smoking home. $745/mo + sec. 352-383-6104

MT. DORA COUNTRY CLUB — Seasonal Rental, 2/2, porch, pool, no pets, smoke free. Utils incld. 352-735-2376

MUST SEE!

TAVARES — Immaculate 2BR/1BA, W/D, storage shed, rent incl yd main. $700/mo + sec. 352-343-9281

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Real Estate Auctions

MAGNOLIA POINTE - US Treasury Dept. Public Auction. 11/15 at 11AM. 2 Homes- 17532 Cobblestone Ln. 4BR, 4 BA, office, exercise rm, upgrades. Also, 13045 Hidden Beach Way -4 BR, 3 BA, Both w/ pool, 3 car gar,pool, gated OPEN: 11/6 & 11/13 from 1-4. Must bring flyer from web to enter open house. Details/Virtual tour: www.treas.gov/auctions/treasury/rp 703-273-7373 tminoughan@aol.com

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Manufactured Homes for Sale

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LEXUS ES 350 - 2008 Clean garage kept 24.6k! $24,900 352-455-1618 WEB

MERCEDES-BENZ M-CLASS - 2000 2000 Mercedez-Benz fully loaded One Female Owner car-non-smoker. erinwquantc@hotmail.com / phone 202 657 5825 202-657-5825 WEB

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Orlando Sentinel

F0010112

John Rumble

From: Joseph Faella [jfaella@dmces.com]
Sent: Monday, December 12, 2011 10:49 AM
To: Tamera Rogers; Scott Aldrich; John Rumble
Cc: 'Curtis Todd'; 'Shailesh Patel'
Subject: Woodlea Sports Complex Green Space Grading - Bid Recommendation

Good morning,

As the City's project management and engineering consultants for the Woodlea Sports Complex Green Space Grading project, we have thoroughly reviewed the four bids which were received on December 1, 2011. The bids ranged from $138,896 to $248,960 and all quantities were verified. By December 8th, references were contacted for the two lowest bidders, Beesley Construction Co., LLC and E.T. MacKenzie of Florida, Inc., which were both under $200,000. Curt Todd, our project engineer, received above average references for both of these bidders. Therefore, the lowest bidder, Beesley Construction, seemed to be an appropriate choice for recommendation. On December 12th, DMC's project management team conducted a conference call with Matt Franks of Beesley Construction to reiterate some important components of construction and ensure a clear project understanding. The following is a brief summary of the items discussed during our conference call meeting:

1. ***DMC*** *– Do you understand that this is a 35 acre site clearing, grubbing and grading project?*
Beesley *– Yes.*

2. ***DMC*** *– Do you understand that the existing silt fence needs to be maintained and additional silt fence needs to be installed and maintained at the conservation buffer line by the contractor as per plans and specifications?*
Beesley *– Yes.*

3. ***DMC*** *– Do you understand that you are responsible for all compaction and testing required by the project, including the stormwater ponds?*
Beesley *– Yes.*

4. ***DMC*** *– There is a required five day review period for shop drawings, as indicated in the plans.*
Beesley *– Understood.*

5. ***DMC*** *– Product receipts or delivery tickets must be submitted with 48 hours of delivery.*
Beesley *– Understood.*

6. ***DMC*** *– Do you understand that you are responsible for all water required for compaction and associated costs?*
Beesley *– Yes.*

7. ***DMC*** *– Please let it be understood that subsequent project phases will follow this grading project, so timing will be important. Are you comfortable with the 75-day substantial completion and 100-day total completion time as you indicated in your bid? When would you expect to commence the project? Please understand that you are responsible for contacting Sunshine State One-Call of Florida prior to commencement to locate all subsurface utilities.*
Beesley *– Understood. If the contract is in place, I would call the Sunshine number and expect to mobilize during the first week of January. Work would, then, commence during the second week of January. The project would be completed within 100 days. This would be ideal.*

8. ***DMC*** *– Do you have a sufficient quantity and quality of heavy equipment to perform the required job tasks and stay on schedule?*
Beesley *– Yes. The equipment is in good shape and we have a mechanic on staff. I don't expect any problems staying on schedule.*

9. ***DMC*** *– It should be understood that, although trees were removed, shrubs and other vegetation have been growing on the property. Do you understand that all 35 acres are to be cleared and graded as part of the project? Also, you will be responsible for coordinating with the City's fire department and US Forestry Service if you are burning vegetation on the property.*
Beesley *– Understood; but, I have no intention of burning the vegetation for this project.*

Based upon their lowest bid cost of $138,896 and the results of reference verifications and the conference call meeting, DMC recommends that the City selects Beesley Construction Co., LLC as the contractor for the Woodlea Sports Complex Green Space Grading project. They seem to have adequate construction equipment and capabilities to complete the project on time and according to plans.

We would encourage the City to move forward with the contract as soon as possible so that work can commence in early January as discussed. Please do not hesitate to contact us with any questions.

Thank you for this opportunity to review the bids. We look forward to assisting the City with the construction phase of the project.

Respectfully,

Joseph Faella
Project Manager

Dredging & Marine Consultants
DMC
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TAVARES

America's Seaplane City

AGENDA SUMMARY
TAVARES CITY COUNCIL
December 21, 2011

AGENDA TAB NO. 14

SUBJECT TITLE: Cromartie Alley (Alley #1) Biddable Design

OBJECTIVE:

To obtain Council's approval, authorizing the City Administrator to enter into a contract with Griffey Engineering Inc., in the amount of $6,250.00 to develop a biddable design of the unimproved one block section of the Cromartie Alley located to the north of Ianthe Street between St. Clair Abrams and Disston Avenue.

SUMMARY:

Tavares has to-date brick paved 7 alleyway segments with very positive public response. As suggested in the Master plan's implementation schedule, alleyways in our downtown will be improved as funding is available. Before an alleyway can be improved, it must be surveyed and the subsoil and brickwork engineered to carry the weight of heavy vehicles Griffey Engineering Inc. has agreed to use the survey presently underway by Southeastern Surveying for the ongoing city-wide pavement assessment (see Task 1). The cost associated with Construction Oversight (in the amount of $1,000) would be withheld until a decision, by Council, to move forward with construction takes place. Griffey Engineering has provided alleyway design and construction oversight on several prior occasions for the City of Tavares. Presently there remains a very competitive construction climate making the decision to move forward financially attractive. At the December 7th Council Meeting, staff was directed to bring back an alley that ran the entire length of a block. The Cromartie Alley meets this directive.

OPTIONS:

1) That Council moves to authorize the City Administrator to enter into a contract with Griffey Engineering Inc. in the amount of ($6,250) for the biddable design and oversight of the 1 block section of the Cromartie Alley, beginning at Ianthe St. and terminating at Esther St.

2) That City Council does not authorize the City Administrator to enter into a contract with Griffey Engineering Inc.

STAFF RECOMMENDATION:

1) Option #1 - That Council moves to authorize the City Administrator to enter into a contract with Griffey Engineering Inc. in the amount of ($6,250) for the biddable design and oversight of the 1 block section of the Cromartie Alley, beginning at Ianthe St. and terminating at Esther St.

FISCAL IMPACT:

Paving 301-4102-541-6330 – $6,250.00

Legal Sufficiency:

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

GRIFFEY ENGINEERING, INC.

City of Tavares, Ianthe/Esther Alley (without Surveying)
Project #11030RDW
December 13, 2011

SCOPE OF SERVICES

PROJECT DESCRIPTION

This project is for the design of an alleyway paver project. The alley is approximately 345 feet long running N/S from Ianthe Street to Esther Street between St. Clair Abrams Avenue and Disston Avenue. Engineering services are limited to items described in this scope.

Because of the proposed extent of impervious, or semi-impervious area, it will require permitting with the St. Johns River Water Management District.

WORKSCOPE

TASK I: SURVEYING

Surveying will include establishment of alley right-of-way, elevations with 1-foot contours, location of existing features and location of visible and underground utilities. This work will be performed by the City's surveying consultant under separate contract and is described here only as a needed task for the successful completion of the project.

TASK II: GEOTECHNICAL

Geotechnical exploration of the site is needed for the design of the paver system. Two borings are proposed for this alleyway project. This work will be performed by subconsultant.

TASK III: CAD DRAFTING & DESIGN

Services shall include plan preparation and engineering design. Construction drawings shall include a cover sheet; plan & profile sheet(s) identifying the proposed improvement, and construction details & notes.

TASK IV: STORMWATER MANAGEMENT

Stormwater management shall include analysis and calculations, SJRWMD application preparation. Also included is coordination with the water management district and response to subsequent requests for additional information. The fee for this task includes the permit application fee of $350.

TASK V: COST ESTIMATE

This task shall be the preparation of a detailed engineer's cost estimate. The estimate shall be based upon material quantities from the finished design and unit costs from previous alley construction projects.

TASK VI: CONSTRUCTION OVERSIGHT

The task shall entail periodic review and oversight of the construction of the alleyway paver project. Work effort shall include field review, plan interpretation, coordination between City and contractor, review & sign-off of testing reports, and construction monitoring. Charges will be only for actual time expended based on the hourly rate in the Continuing Services Contract.

FEE PROPOSAL

TASK	DESCRIPTION	FEE
Task I	Surveying	Not Included
Task II	Geotechnical	$750.00
Task III	CAD Drafting & Design	$3,000.00
Task IV	Stormwater Management	$1,250.00
Task V	Cost Estimate	$250.00
Task VI	Construction Oversight	$1,000.00
	TOTAL	**$6,250.00**

ACCEPTED BY GRIFFEY ENGINEERING:

NAME: Donald A. Griffey

TITLE: President

DATE: December 13, 2011

ACCEPTED BY CITY OF TAVARES:

NAME: John Drury

TITLE: City Manager

DATE:

Cromartie Alley #1

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TAVARES

America's Seaplane City

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 21, 2011

AGENDA TAB NO. 15

SUBJECT TITLE: Developer's Agreement with Tavares Station, LLC Improvement of Alleyway off Ruby Street

OBJECTIVE:

To obtain Council's approval to enter into a Developer's Agreement with Tavares Station, LLC to share costs for improving the alleyway off Ruby Street between S. Joanna and New Hampshire Avenue.

SUMMARY:

Consistent with the City's approved Downtown Master Plan, Council has approved an alleyway improvement plan that includes the brick paving of 15 alleys. These alleys were officially named to commemorate citizens of historic significance. This project is ongoing as funding is available.

An alleyway exists that runs north from Ruby Street, approximately 160 feet between Joanna and New Hampshire Avenue. A portion of this alleyway is adjacent to the new three story commercial building/hotel under construction by Tavares Station, LLC. This alleyway is not on the list for improvement although the creation of Tavares Seaplane Base and Marina and private commercial development in our downtown has made the Ruby Street corridor the focal point of our waterfront entertainment district. This brick paving design also helps to capture storm water runoff.

The site plan associated with Tavares Station's construction requires that the developer brings the portion of alley (approximately 100 feet) which will be utilized to access parking to a standard that would support emergency vehicles. An opportunity exists to enter into a Developer's Agreement with Tavares Station to share the cost of upgrading the alley to the more costly brick paver style and to improve its entire length. This alley is presently being utilized to access a commercial dumpster located off the north end of the alley. A centralized collection site for commercial waste from the Ruby Street business corridor is conceptually being planned on a vacant County parcel with possible access from Joanna Ave.

Tavares Station developers have verbally agreed that they would bear the cost of surveying, designing and construction oversight for the entire length of the alley with brick pavers if the city would cover the construction costs. The design would be consistent with our most recent brick paved alleys. BESH Engineering is

doing the site engineering for Tavares Station. The cost of preparing a biddable design and construction oversight for this alley is approximately equivalent to the cost the developer would incur if he were to pave his portion of the alley to the required minimum standard. The most recent brick paving cost is approximately $40,000 to construct a full block section. It is anticipated that the construction cost of a ½ block section would be substantially less. The actual cost for the city to construct this alley would be determined through a completive bid process.

City planning staff envisions that this alleyway will be an important element to Ruby Street's redesign and transformation and entering into a Developer's Agreement to share costs to brick pave this alley now is a fiscally sound investment.

OPTIONS:

1. The City Council moves to direct staff to prepare a draft Developer's Agreement with Tavares Station, LLC to share costs for improving the alleyway off Ruby Street between S. Joanna and New Hampshire Avenues.

2. That City Council takes no action on this matter.

STAFF RECOMMENDATION:

Staff recommends that City Council directs staff to prepare a draft Developer's Agreement with Tavares Station, LLC to share costs for improving the alleyway off Ruby Street between S. Joanna and New Hampshire Avenues.

FISCAL IMPACT:

No fiscal impact to prepare a draft agreement for Council's consideration.
If agreement is approved, the fiscal impact will be the construction cost of the alleyway.

LEGAL SUFFICIENCY:

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

RUBY STREET ALLEY

0 35 70 140 210 280 Feet

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TAVARES

America's Seaplane City

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 7, 2011

AGENDA TAB NO. 16

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, January 5, 2012 – 4:00 p.m.
- Code Enforcement Hearing – January 24, 2012 – 5:00 p.m.
- Lake County League of Cities – January 13, 2012 – 11:30 a.m.
- Lake Sumter MPO – January 25, 2012 – 4 p.m. – The Savannah Center
- Library Board – January 13, 2012 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – January 19, 2012 – 3:00 p.m., Council Chambers

EVENTS

- African American Heritage Parade & Festival – February 4, 2012 – 10:00 a.m. to 4:00 p.m.
- Bassmaster Open – Wooton Park – January 19 – 20, 2012
- Classic Raceboat Regatta – March 16-18, 2012
- "Close Your Eyes for New Vision" – in front of City Hall -9:15 am – call 352-435-5040 to participate
- Crappie Masters Tournament – February 10 – 11, 2012
- Friday Market – Wooton Park 9 am to 1 pm
- Planes, Trains & BBQ – April 7, 2012
- Special Election for Parkland Referendum – March 6, 2012

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TAVARES

America's Seaplane City

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 21, 2011

AGENDA TAB NO. 17

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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TAVARES

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