

AGENDA
TAVARES CITY COUNCIL

May 2, 2012
4:00 P.M.

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Greg Watts, Liberty Baptist Church

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 – April 4, 2012 and April 18, 2012

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) Agreement with Delaney Dean Photographer Joyce Ross

Tab 3) Approval of Purchase of Sod for Woodlea Sports Complex Tammy Rogers

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 4) Ordinance #2012-12 – Annexation & Rezoning of 1.41 acres to General Commercial – Morgan & Morgan/Clear Channel – 14229 U.S. Hwy 441 Jacques Skutt

Tab 5) Ordinance #2012-13 – Small Scale Future Land Use Map Amendment – 1.41 Acres – Morgan & Morgan/Clear Channel – 14229 U.S. Hwy 441 Jacques Skutt

SECOND READING

Tab 6) Ordinance #2012-10 – Amendment to Ordinance #2009-22 to Allow for Agricultural Rate Agreements for Reclaimed Water Lori Houghton

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 7) Approval of Special Event Permit for Boxing Tournament Bill Neron

Tab 8) Request for Special Event Permit for Fundraising Concert for City’s Recreation Program Tammey Rogers

Tab 9) Approval of Bid Award for Brick Paving of Coven and Lake Region Alleyways Chris Thompson

Tab 10) Appointment to Police Pension Board Mayor Wolfe

Tab 11) Appointment to Planning & Zoning Board Mayor Wolfe

Tab 12) Request to Transfer Funds from General Fund Reserves to Public Works Maintenance Accounts Chris Thompson

Tab 13) Approval of Fiscal Year 2013 Budget Workshop Calendar Lori Houghton

XI. OLD BUSINESS

Tab 14) Appointment to Lake Community Action Agency Mayor Wolfe

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 15) City Administrator John Drury

Tab 16) Council Reports City Councilmembers

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

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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

density – The number of families, individuals, dwellings units, or housing structures per unit of land.

development – A physical change, exclusive of new construction and substantial improvement, to improved or unimproved real estate, including, but not limited to mining, dredging, filling, grading, paving, excavating or drilling operations.

easement – An interest in land owned by another that entitles its holder to a specific limited use or enjoyment

emergency measure – An ordinance recognized by the legislative body as requiring immediate passage.

FDOT – Florida Department of Transportation

general fund – The general operating fund of the municipality used to account for all financial resources except those required to be accounted for in a special fund.

impact fees – Set aside fees collected from developers to pay for infrastructure improvements. Monies used as new development further impacts the municipalities.

infrastructure – The facilities and systems shared or used by all citizens such as transportation, water supply, wastewater and solid waste disposal systems.

intergovernmental agreements – Contract between two or more public agencies for the joint exercise of powers common to the agencies.

intergovernmental revenues – Revenues from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

line item – A specific item or group of similar items defined by detail in a unique account in the financial records. Revenue, expenditure and justifications are reviewed, anticipated and appropriated at this level.

non-conforming – A use which does not comply with present

zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

ordinance – An enforceable municipal law, statute or regulation which applies to all citizens within that municipality; penalty provisions may apply.

public hearing – Provides citizens the opportunity to express their position on a specific issue, both pro and con, as mandated by either statute or by order of proper authority after due notice.

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
APRIL 4, 2012
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
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Chief Stoney Lubins, Police 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 Houghton, Finance Director

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Greg Watts, Pastor, Liberty Baptist Church gave the invocation and those present recited the pledge of allegiance.

III. APPOINTMENT OF NEW COUNCILMEMBER

Mayor Wolfe stated he wished to appoint Norman Hope to fill the interim councilmember position until the election of November 2012.

Consensus to ratify the Mayor's appointment of Norman Hope.

IV. SWEARING IN OF COUNCILMEMBER HOPE

Chief Lubins performed the swearing in of Norman Hope to the position of Councilmember.

1 **V. APPROVAL OF AGENDA**

2
3 Mr. Drury said staff had no changes to the agenda. Councilmember Pfister said she would need
4 to pull Tab 14 as the theater group could not attend.

5
6 **MOTION**

7
8 **Bob Grenier moved to approve the agenda with Tab 14 being pulled, seconded by Kirby
9 Smith. The motion carried unanimously 5-0.**

10
11 **IV. APPROVAL OF MINUTES**

12
13 **MOTION**

14
15 **Kirby Smith moved to approve the City Council minutes of March 21, 2012, seconded by
16 Bob Grenier. The motion carried unanimously 5-0.**

17
18 **VI. PROCLAMATIONS/PRESENTATIONS**

19
20 **Tab 2) National Telecommunicators Week**

21
22 Mayor Wolfe read a proclamation designating April 14-18, 2012 as National Public Safety
23 Telecommunicators Week.

24
25 **Tab 3) Dispatcher of the Year Award**

26
27 Chief Lubins presented the 2012 Dispatcher of the Year award to Jan Carlini. He commended
28 Ms. Carlini for her professionalism. Captain Myers spoke of Ms. Carlini's role in the department,
29 her commitment to her co-workers, attention to detail, and customer service skills.

30
31 **Tab 4) Tavares Historical Society**

32
33 Mayor Wolfe read a proclamation recognizing the 25th anniversary of the Tavares Historical
34 Society. Mayor Wolfe noted the members who were in the audience: Brenda Smith, Gene Smith,
35 Betty Burleigh, Doris Ragan, Charlene King, and Tom Russ. He invited Vice Mayor Grenier to join
36 him at the podium as he presented the proclamation.

37
38 Betty Burleigh thanked the mayor and the city council for this recognition. She stated that there
39 are just a few of the charter members still living. She said that Sue Nunes was the founder but
40 was unable to attend the meeting. She recognized Brenda Smith, Gene King, Charlene King, and
41 herself as being charter members. She said that Tom Russ is on the Board of Directors, along
42 with Charlene King, Doris Ragan, Brenda Smith and Bob Grenier.

43
44 Brenda Smith said that Ms. Burleigh is an invaluable asset to the Board, City, and citizens of
45 Tavares.

46
47 **Tab 5) Report on Renaissance Faire and No Duck Left Behind Event**

1
2 Carmen Cullen, Executive Director of the Lake County Schools Educational Foundation, stood to
3 address Council. Ms. Cullen said there were 14,211 patrons at the Renaissance Faire with 2,194
4 public school students and 453 home school students. She said there were 10,000 volunteer
5 hours recorded. Approximately \$62,000 net was raised for the teachers and students. She
6 thanked the city for their partnership.
7

8 Ms. Cullen acknowledged the tragic death of Nicholas Polk who had been in the cast for three
9 years who was killed in a boating accident after the Renaissance Faire. She said on April 28th a
10 living memorial will be dedicated to Nicholas at Hickory Pointe.
11

12 She said there were over 9,000 ducks in the No Duck Left Behind event with 3,493 people
13 following the event on Facebook. Tavares High School had the most sales of all the high schools
14 and won \$1,000. The gross on that event was \$33,000.
15

16 Ms. Cullen said she works with many cities and stated that every employee in Tavares is
17 professional and a pleasure to work with. She said she hoped the City would continue to consider
18 partnerships with the foundation next year.
19

20 **Tab 6) National Public Works Week**
21

22 Mayor Wolfe read a proclamation designating May 20 through May 26th as National Public Work
23 Week. He commended Mr. Thompson and Mr. Hayes for the work done by their departments.
24

25 **VIII. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**
26

27 None
28

29 **IX. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**
30

31 Mayor Wolfe noted the ordinances for first reading would be discussed at the following meeting.
32

33 Ms. Barnett read the following ordinances into the record by title only:
34

35 **ORDINANCE 2012-06**
36

37 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING**
38 **APPROXIMATELY .15 ACRES OF LAND LOCATED GENERALLY ON THE**
39 **NORTHWEST CORNER OF BLOXHAM AVENUE AND TRAFFORD STREET FROM**
40 **PUBLIC FACILITIES DISTRICT (PFD) TO RESIDENTIAL MANUFACTURED HOME**
41 **PARK (RMH-P); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS**
42 **ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN**
43 **EFFECTIVE DATE.**
44

45 **ORDINANCE 2012-07**
46

1 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE
2 TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020,
3 PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON
4 APPROXIMATELY .15 ACRES OF LAND GENERALLY LOCATED ON THE
5 NORTHWEST CORNER OF BLOXHAM AVENUE AND TRAFFORD STREET;
6 FROM LOW DENSITY RESIDENTIAL (LOW) TO MOBILE HOME (MH);
7 PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR
8 TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

9
10 ORDINANCE 2012-08

11
12 AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES
13 OF THE CITY BY ANNEXING APPROXIMATELY 1.28 ACRES LOCATED AT
14 THE NORTHEAST INTERSECTION OF US 441 AND 7TH SUNFISH STREET;
15 REZONING SAID PROPERTY FROM LAKE COUNTY NEIGHBORHOOD
16 COMMERCIAL (C-1) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1);
17 SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED
18 BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY;
19 PROVIDING FOR AN EFFECTIVE DATE.

20
21 ORDINANCE 2012-09

22
23 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE
24 TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2010,
25 PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON
26 APPROXIMATELY 1.28 ACRES OF LAND GENERALLY LOCATED ON THE
27 NORTHEAST INTERSECTION US HWY 441 AND 7TH SUNFISH STREET;
28 FROM COUNTY COMMERCIAL CORRIDOR TO CITY COMMERCIAL;
29 PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR
30 TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

31
32 ORDINANCE #2012-05

33
34 AN ORDINANCE CREATING SECTION 14-3 OF THE CITY OF TAVARES
35 CODE OF ORDINANCES PERTAINING TO CITY PARKS; AUTHORIZING THE
36 CITY ADMINISTRATOR TO ESTABLISH POLICIES AND PROCEDURES FOR
37 THE REGULATION OF COMMERCIAL ACTIVITIES IN CERTAIN PUBLIC
38 PARKS AND FACILITIES; AUTHORIZING THE CITY ADMINISTRATOR TO
39 ESTABLISH AND ADJUST PERMIT AND USER FEES WITHIN CERTAIN
40 PARAMETERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;
41 AND PROVIDING FOR AN EFFECTIVE DATE.

42
43 X. CONSENT AGENDA

44
45 XI ORDINANCES/RESOLUTIONS

46
47 Tab 11) Ordinance #2012-05 – Regulation of Commercial Activities in Certain City Parks

1
2 Ms. Rogers said this ordinance was created in response to the need to manage commercial
3 activities that are taking place in the park system outside Wooton Park (which has its own
4 policies). The ordinance gives staff the ability to create policy and procedures in order to monitor
5 the commercial activities. The policy provided in the agenda packet describes the procedure for
6 application for a Business Tax Receipt which will also include proof of liability insurance naming
7 the City as additional insured. She noted that the Tavares Recreation Park is primarily where the
8 commercial activity is taking place. The cost will be \$100 which is similar to the mobile food
9 license procedure.

10
11 Mayor Wolfe asked Chief Lubins about enforcement. Chief Lubins acknowledged they will be
12 enforcing the ordinance. Ms. Rogers said that staff will also send a letter to the companies that
13 are operating out of the Tavares Recreation Park, noting that some of them have listed the TRP
14 as their company address. Vice Mayor Grenier asked for confirmation that there would be a sign
15 posted at the park (including Summerall) advising business owners of the requirement to obtain a
16 permit. Ms. Rogers confirmed.

17
18 Councilmember Hope asked why a separate ordinance was being created from Wooton Park.

19
20 Mr. Drury said that the Seaplane Base & Marina is considered to be part of the airport and the
21 regulations were prepared under the airport rules and regulations and minimum standards for
22 commercial operations under that umbrella. He said this ordinance is more comprehensive and
23 covers all of the parks

24
25 Councilmember Smith said the ordinance is not just for boating activity. Ms. Rogers said in terms
26 of individuals using the park for a business such as workout sessions, this is covered under the
27 Parks and Recreation program where the city serves as the broker by collecting the fees and
28 keeping 30% of the fees. She said the main concern has been to have a mechanism for the boat
29 tour companies. Vice Mayor Grenier discussed his concern about unlicensed activity. Mr. Neron
30 said any activity at Wooton Park is monitored by the staff on duty.

31
32 Mayor Wolfe asked for audience comment.

33
34 **MOTION**

35
36 **Bob Grenier moved to approve Ordinance #2012-05, seconded by Kirby Smith. The motion**
37 **carried unanimously 5-0.**

38
39
40 **X. GENERAL GOVERNMENT**

41
42 **Tab 12) Budget Priorities for 2012-2013**

43
44 Mr. Drury presented his summary for budget priorities for the upcoming 2013 fiscal year budget as
45 follows:
46

1 **OBJECTIVE:** To establish the City Council's broad budget priorities for the City Administrator to
2 use in developing the FY 2013 budget (October 1, 2012 through September 30, 2013).

3
4 **SUMMARY:** It has been the practice of the Council to set the broad budget priorities for the City
5 Administrator to use as guiding principles in developing a budget that is commensurate with the
6 Council's over all budgetary goals.

7
8 By way of background, the City operates six (6) governmental operations as follows:

- 9
10 1. General Government (Revenues derived by property taxes, other taxes and fees)
11 2. Utilities - Water, Sewer & Reclaim (Revenues derived by fees – no property taxes)
12 3. Garbage Collection (Revenues derived from fees – no property taxes)
13 4. Storm Water (Revenues derived from fees – no property taxes)
14 5. Seaplane and Marina Enterprise (revenues derived from sales, rental income, general
15 fund and CRA TIF Fund (Incremental tax revenues within the CRA District).
16 6. Capital Projects. Revenues are derived from grants, impact fees, special tax revenues like
17 "Infrastructure Sales Tax" and property taxes.

18
19 For the purposes of this discussion, the agenda summary is broken up into the following four (4)
20 attached sections for review:

- 21
22 1. **Recent Historical Information Regarding The City Budgets**
23 2. **Current Status Of The City Budget**
24 3. **Future Budgetary Information**
25 4. **Referenced Exhibits and Notes**
26

27 **STAFF RECOMMENDATION:** That Council discusses and then establishes broad budget
28 priorities for the City Administrator to incorporate into the FY 2013 budgets for all funds including
29 a discussion on:

- 30
31 1. Maintaining or not maintaining a similar level of service?
32 2. Adding or not adding new programs and services?
33 3. Raising, maintaining or reducing employee compensation and benefits?
34 4. Instituting or not instituting a Fire Assessment?
35 5. The millage rate
36 6. The Non property tax supported operations
37

38 Note: **Exhibit A** offers commentary on these six (6) discussion items.

39
40 **FISCAL IMPACT:** Impacts FY 2013 budget

41
42 **LEGAL SUFFICIENCY:** This is legally sufficient.

43
44 **Recent Historical Information Regarding the City Budget**

45
46 The economic conditions of the United States and Florida are beyond the control of Tavares.
47 These economic conditions have affected all cities in Lake County. Each city has taken a different

1 approach to dealing with these economic realities. Tavares took an approach of investing in itself
2 by creating America's Seaplane City, developing a Seaplane base, marina, entertainment district,
3 splash park for Children, adding 16 major events to the down town, developing the Pavilion on
4 the Lake, recruiting manufacturing companies, medical related companies, sporting related
5 companies, restaurants, retailers, upgrading its antiquated water and sewer systems, adding
6 reclaimed water to its inventory of product and services it offers, investing in freight and
7 commuter rail, paving its dirt roads, paver bricking its alleyways and creating a business friendly
8 environment by removing barriers to the private sector to encourage private investment in
9 Tavares. In addition, the city created an Economic Development Department to hand hold each
10 and every investor's transactions and their relocations to the city as well as the elimination of
11 Impact Fees and deferral of building permit fees.
12

13 The city has reaped the benefits of this approach including an unprecedented number of Grants
14 obtained (\$20 million plus in grants), many business relocating to and starting up in Tavares:
15 medical, seaplane manufacturing, hospitality, specialty retirement communities, restaurants, and
16 retail. As a result many jobs were and are being created and, millions of private sector dollars
17 have been and continue to be invested in Tavares. All of this economic activity created a
18 significant shifting of the tax burden associated with operating this city from the residents to the
19 business community (**Exhibit B**). Tavares is expecting stability in its tax base this year with no
20 decrease in total valuation and a positive increase in total property values expected next year. **In**
21 **summary, the economic conditions in Tavares are on the road to recovery in terms of**
22 **business start-ups, jobs, property values and prosperity.**
23

24 The fruits of this Council's and its staff's labor have not come without challenges including
25 depleting revenues and the use of reserves to balance the annual budget. In addition, Tavares
26 has many properties exempt from taxes that require many City services (**See Exhibit B**). In
27 addition to these issues, while the City was investing in itself and experiencing economic recovery
28 it did it amongst the back drop of some very challenging realities. For example, in FY 2009 the
29 City received \$5.4 million in property Tax Revenue. This year the city received \$4.2 million in
30 property tax revenue. This \$1.2 million reduction in revenues was dealt with by reducing the city
31 expenses \$1.3 million. During this same period of time that the City was experiencing a decrease
32 in property tax revenues, the city was experiencing an increase in fixed cost to deliver services
33 (fuel, electric, insurance, parts, contracted service, etc.....). In addition to the depleting revenues
34 and increasing costs, the city added services (Seaplane base, marina. 16 special events, rail,
35 reclaimed water, Pavilion On The Lake, irrigating and maintaining gateway medians, Aesop's
36 Park, additional ball fields etc..).
37

38 The positive economic conditions that Tavares is beginning to enjoy today did not materialize
39 without a tremendous amount of hard work, civic entrepreneurialship, calculated risks, fiscal
40 challenges and budget cuts. The city balanced the growth of the city with its fiscal challenges
41 through budget cuts (**See Exhibit C**) reducing staff, instituting furloughs for the remaining staff,
42 increasing the employee's costs for benefits, putting off the purchase of aging equipment and
43 vehicles, utilizing reserves, an increase to the millage rate from 6.25 to 6.89 (this year it was
44 reduced from 6.95 down to the 6.89) and the city took out loans for the larger capital projects
45 pledging Utility Tax revenues to cover the debt service.
46

1
2 **1. Utilities: Water, Sewer & Reclaim:**
3

4 *The adopted budget is \$6,504,203 and fees are set based on an independently created*
5 *rate study that sets all fees so that the “enterprise” breaks even. The rate study is updated*
6 *every five years and presented to and adopted by the City Council.*
7

8
9 **2. Garbage Collection:**
10

11 *The budget is \$2,458,390 and residential rate is \$21.17 per month. Commercial services*
12 *are contracted out to Waste Management.*
13

14 **3. Storm Water:**
15

16 *The current budget is 488,248. The rate is \$4.50 per month per parcel per*
17

18 **4. Seaplane and Marina Enterprise:**
19

20 *The budget is \$564,639 and is made up of the following components:*
21

- 22 *(1) Marina/Airport = \$383,665*
23 *(2) Splash Park \$73,013*
24 *(3) Park Maintenance \$107,961.*
25

26 *Revenues are made up of \$281,000 from sales/rent and 283,639 from CRA TIF Fund and*
27 *General Fund.*
28

29 **5. Capital Projects:**
30

- 31 *1. General Government is \$319,146. Revenues are derived from grants, impact fees,*
32 *special tax revenues like “Infrastructure Sales Tax” and property taxes.*
33 *2. Utilities is \$5,393,838. Revenues are derived from loans, grants and impact fees*
34

35 **6. General Fund:**
36

37 *The adopted budget is \$11.5 million and revenues of \$11.5 million were made up of*
38

- 39 *• \$6,851,000 (*other) 60%*
40 *• \$4,237,000 (property tax) 37%,*
41 *• \$434,000 (reserves) 3%.*
42

43 *In addition the city maintains a General Fund reserve of \$1,400,872 which represents 12.1% of*
44 *the adopted General Fund Budget.*
45

46 **Other = electric tax, sales tax, gas tax, communications tax, utility fund transfers, permit*
47 *fees, recreation fees etc...*

Future Budgetary Information

- 1
2
3
4 **1. Utilities: Water, Sewer & Reclaim:** Council previously addressed adequate future
5 funding for this program by developing a five (5) year rate study and then instituting an
6 automatic Consumer Price Index (CPI) plus 1% annual rate increases. These
7 automatic rate increases provide sufficient revenues to keep up with the increased
8 cost of delivering utility services of water, sewer and reclaim. The rate study will be
9 updated in a year.
- 10 **2. Garbage Collection:** Council previously addressed adequate future funding for this
11 program by adopting automatic CPI increase annually. It is anticipated that the
12 residential rate of \$21.17 per month for this service will go up by the CPI of 2.7% to
13 \$21.74 per month for the next fiscal year and the contracted Commercial operations
14 part of this service will be re-negotiated for next year.
- 15 **3. Storm Water:** It is anticipated that the \$4.50 per parcel rate will need to be increased
16 to keep up with increased cost of delivering the service and making the necessary
17 improvements.
- 18 **4. Seaplane base and Marina Enterprise:** It is anticipated that revenues from sales will
19 keep up if not surpass the increased cost of delivering products and services thereby
20 reducing the CRA TIF and General Fund contribution. The goal of this Enterprise is
21 self sufficiency over the next five years.
- 22 **5. Capital Improvement Projects:** The City Council previously developed a five year
23 program which will be presented to Council and updated as required.
- 24 **6. General Fund:** At this early point in time, it is virtually impossible to predict with
25 precision the actual revenue or expenses that will occur for next Fiscal Year 2013
26 (October 1, 2012 through September 30, 2013) because the city does not know:
27
 - 28 1. How much property values will decrease if any?
 - 29 2. What the State shared revenues will be?
 - 30 3. What the increased cost for insurance will be?
 - 31 4. What future fuel prices will be in 2013?
 - 32 5. What the increased cost for electricity will be?

33
34 However, "possible" scenarios for the purpose of starting the discussion on the Council's broad
35 budget priorities based on staff following trends, receiving reports from the state and conducting
36 research could result in the following possible budget scenario:
37

38 **Revenues:**

- 39
- 40 1. Property values stabilizing - no loss/no gain in tax revenue over current year (See Note #1).
- 41 2. All other revenues increase 2% over current year.
- 42 3. Dental Self Insurance Program surplus applied and recognized (See Note #2)
- 43

44 **Expenses:**

- 45
- 46 1. Operational expense increase by 1.2% (fuel, electric, insurance, contractual services...)
- 47 2. The Fire Station #2's last debt service payment (Note #3)

1 3. *Wooton Park's Debt Service Payment (Note #4)*
2

3 *If the above frame work occurs with same millage rate, no employee cost of living adjustments*
4 *and no use of reserves then the city's shortfall would be approximately \$540,000. The city will*
5 *need to make up that shortfall by either increasing revenues or decreasing expenses or a*
6 *combination of both. There are many options and combinations of options available to extinguish*
7 *the \$540,000 shortfall thereby establishing a balanced budget for next year. It is important to note*
8 *that one (1) mill brings in approximately \$600,000 in revenue. A couple of scenarios are*
9 *presented below without using reserves to get the broad budget discussions going:*

10
11 **SCENERIO A: (Millage Rate Increase/No Employee Cost of Living Adjustment)**
12

- 13 1. *Similar Level of Service*
- 14 2. *Similar revenue sources*
- 15 3. *No employee pay adjustment*
- 16 4. *\$540,000 Shortfall*

17
18 *In order to make up a short fall of \$540,000, the millage rate would need to be increased by*
19 *.8871 mills from 6.8900 to 7.7771*
20

21 **SCENERIO B: (50% Fire Assessment/No Employee Cost Of Living Adjustment)**
22

- 23 1. *Churches/Not for Profits/Governmental blds. 100% exempt from Fire Service fee*
- 24 2. *Residential pay ½ what study recommended (\$76.50 per year)*
- 25 3. *Commercial pay ½ what study recommended (\$0.14 cents per square foot)*
- 26 4. *Similar Level of Service*
- 27 5. *No employee pay adjustment*

28
29 *The \$540,000 shortfall is eliminated and the millage rate goes down by .3978 mills from*
30 *6.8900 down to 6.4922 mills. (See Note # 5)*
31

32 **SCENERIO C: (50% Fire Assessment/2.5% Employee Cost Of Living Adjustment)**
33

- 34 1. *Churches/Not for Profits/Governmental blds. 100% exempt from Fire Service fee*
- 35 2. *Residential pay ½ what study recommended (\$76.50 per year)*
- 36 3. *Commercial pay ½ what study recommended (\$0.14 cents per square foot)*
- 37 4. *Similar Level of Service*
- 38 5. *2.5% employee pay adjustment (\$180,000)*

39
40 *The \$540,000 shortfall is eliminated and the millage rate goes down by .1024 mills from*
41 *6.8900 down to 6.7876 mills. (See Note #5)*
42

43 **SCENERIO D: (Reduced Level of Service)**
44

45 *The Council could lower its level of service and once the Council identifies what service it*
46 *wants to lower and to what lower level, it could identify the correlating cost savings, which*
47 *could address the \$540,000 shortfall.*

1
2 **SCENERIO E (Further Budget Cuts):** *The city has reduced the municipal budget by \$1.3*
3 *million since 2009 while adding additional service including:*

- 4
- 5 1. *Seaplane Base*
- 6 2. *Marina*
- 7 3. *Splash Park*
- 8 4. *Dog Park*
- 9 5. *Sister City Program*
- 10 6. *Senior Center*
- 11 7. *Entertainment District*
- 12 8. *New Special events*
- 13 9. *Concerts*
- 14 10. *Electric Vehicle Charging Stations*
- 15

16 *Any additional budget cuts to the municipal budget will result in a reduction of service and*
17 *therefore this scenario is essentially Scenario D above – “A Reduction in Level of*
18 *Service”. Exhibit C, attached, identifies how the city cut the budget by \$1.3 million*
19 *previously.*

20 **EXHIBIT A**

21

22 **1) Maintaining or not maintaining a similar level of service?**

23

24 *The City provides the following services out of the General Fund:*

25

26 *Police, 911 Communications Center, Code Enforcement, Fire, Parks, Streetscape/ROW*
27 *Maintenance, Street Lighting, Recreation, Library, Streets/Sidewalks, Public Records, Special*
28 *Events, Community Events, Economic Development, Building Permitting/Inspections, Seaplane*
29 *Base and Marina.*

30

31 *The cost to maintain a similar level of service goes up each and every year due to increased cost*
32 *in fuel, insurance, maintenance, equipment and personnel. Increased cost is offset by increased*
33 *efficiencies and increased revenues. Over the past several years the Council has maintained a*
34 *similar level of service and addressed increased cost through increased efficiencies (reducing*
35 *staff, equipment, maintenance cycling, insurance, etc...).*

36

37 **2) Adding or not adding new programs and services?**

38

39 *Throughout the year new programs and services are discussed by Council members, staff and*
40 *constituents. During this discussion phase an opportunity is provided for Council to identify any*
41 *new programs and services that they would like incorporated into the budget. A few of the past,*
42 *present and future “New Programs” are identified below:*

43

44 **Past “New Programs” previously added:**

- 45
- 46 11. *Seaplane Base*
- 47 12. *Marina*

- 1 13. *Splash Park*
- 2 14. *Dog Park*
- 3 15. *Sister City Program*
- 4 16. *Senior Center*
- 5 17. *Entertainment District*
- 6 18. *New Special events*
- 7 19. *Concerts*
- 8 20. *Electric Vehicle Charging Stations*
- 9

10 **Upcoming “New Programs” approved by Council:**

- 11
- 12 1. *Pavilion On The Lake*
- 13 2. *Train Station*
- 14 3. *Expanding Wooton Park*
- 15 4. *Expanding the ball fields*
- 16 5. *Wayfinding program and Kiosks*
- 17 6. *Alfred Streetscape maintenance program*
- 18

19 **Future “New Programs” not in the budget but discussed recently:**

- 20
- 21 1. *Paramedic Services? \$_____?*
- 22 2. *Road Maintenance Division \$_____?*
- 23 3. *Golden Triangle Super Special Event? \$_____?*
- 24 4. *Ingraham Park Improvements? \$_____?*
- 25 5. *Community Concerts \$_____?*
- 26 6. *Public safety Complex \$_____?*
- 27 7. *Public Works facility \$_____?*
- 28 8. *Tavares Nature Park restrooms\$_____?*
- 29
- 30

31 **3) Raising, maintaining or reducing employee compensation and benefits?**

32

33 *The below reflects employee compensation/benefits adjustments over the last four (4) years:*

- 34
- 35 • *FY 09 = 2% Cost of Living increase / 0% merit*
- 36 • *FY 10 = (-2.3%) decrease (Furlough) 0% COLA / 0% merit*
- 37 • *FY 11 = 2% Cost of Living increase / 0% merit*
- 38 • *FY 12* = 0% Cost of Living Increase/0% merit*
- 39 • *FY 13 = ?*
- 40

41 ** Some employees were charged 3% more for their retirement programs (excluding Police and*

42 *Fire employees) however the City adjusted the pay for those employees by 3% to make the take*

43 *home pay remain neutral.*

44

45 *Employee Benefits:*

- 46
- 47 • *Tuition Reimbursement Program was eliminated in 2010*

- 1 • Family healthcare premium contributions by the city were decreased from 78% to 50%
2 and Employee's contributions increased from 22% to 50%. Employee contributions to
3 Single coverage went from \$0 to \$60.91 per month for PPO and \$0 to \$27.76 per month
4 for HMO.
- 5 • Retirement Benefits for general FRS employees has been downwardly adjusted by the
6 state. Police and Fire remain the same. Hartford Plan employees were brought up to
7 contribution parity with general employees.

8
9 **4) Instituting or not instituting a Fire Assessment?**

10
11 In 2009, the City Council considered instituting a Fire Assessment based on an independent
12 study that recommended \$153 per year for a residential property and .28 Per Square Foot for
13 Commercial. The Council did not however adopt a Fire Assessment at that time. Attached is the
14 2009 agenda summary on this issue which included the following statement:

15
16 ***"All residents and entities receive benefit of fire suppression services, but some provide
17 little or no contribution toward maintaining these services. With the adoption of a Fire
18 Assessment, costs of providing fire services will be more equitably distributed to those
19 receiving the benefit of fire services."***

20
21 Lake County has a Fire Assessment of \$181.00 per year per house as well as a sliding
22 commercial rate (Example: \$0.22 Per Square Foot for 3,500 square feet or \$0.15 Per Square
23 Foot for 5,000 square feet). Recently other cities have adopted Fire Assessments. For example,
24 Gainesville adopted a Fire Assessment in 2010: ***"Gainesville property owners will again have
25 to pay the fire service assessment in the coming fiscal year after city commissioners
26 voted Monday to renew the program they established last year to raise nearly \$5 million"***.
27 – Gainesville Sun

28
29 At the Golden Triangle Summit meeting this year between Tavares, Eustis and Mt. Dora, the
30 cities requested that the three City Fire Departments work with Lake County to develop a plan
31 that creates a Fire Service Area in the Golden Triangle Area. This may or may not lead to a
32 discussion in the future regarding Fire Assessments as Lake County charges a Fire Assessment
33 in this area whereas the three cities collect for fire service as part of the property tax bill.

34
35 It takes many months to institute a Fire Assessment. If the city wanted to collect it as part of the
36 tax bill notice it could not establish the assessment until FY 2014. If the city collected by utility bill
37 notice then it could begin collecting in FY 13.

38
39 The city previously took a standard approach to Fire Assessments with its study. Another option
40 that has not been explored is the flat fee approach for commercial as is done with residential.
41 This too could be explored, however, the flat fee approach has not been used in Florida and it
42 could take a significant amount of time to develop and then institute.

43
44 **5) The millage rate:**

45
46 A one mil increase brings in approximately \$600,000 and likewise a ½ mill increase brings in
47 approximately \$300,000. The current millage rate is 6.89. A one (1) mill increase on a

1 homesteaded house valued at \$150,000 would equal an additional \$100 per year or \$8.33 per
2 month.

3
4 **The “roll back” tax rate** is the millage rate levy required to bring in the same amount of tax
5 revenue as the prior year. For the 2013 budget discussions, the roll back rate would be 6.89 (the
6 same tax rate as 2012) because tax revenues are anticipated to stabilize in Tavares (be the same
7 as current year tax revenues).

8
9 **6) Non Property Tax Supported Operations**

10
11 *Utilities*

12 *Garbage Collection*

13 *Storm Water*

14 *Seaplane Base and Marina**

15 *Capital Program**

16
17 **These programs do have some tax revenues contributing to their operational cost*

18
19 **EXHIBIT B**

20
21 **Properties Exempt From Taxes:** Tavares has many properties exempt from taxes which results
22 in a higher tax rate. Tavares is the County Seat and as such is home to many tax exempt
23 government buildings including all government buildings, Sheriff buildings, judicial buildings, jail,
24 Water Authority, School Board Administrative buildings, the elementary school, Middle school and
25 high school, hospital, not for profits, churches, etc. No property taxes are collected from these
26 entities; yet all of their facilities require roads, sidewalks, traffic lights, street lights, Police and Fire
27 services that the City provides and tax payers pay for. Most of these properties are classified as a
28 “large assembly of people” facility and thus become drivers on the need and cost for adequately
29 sized police and fire protection - yet these facilities are tax exempt.

30
31 **Residential to Commercial tax shifting burden:** Historically Tavares tax revenues were
32 comprised of approximately 80% residential and 20% commercial which places a heavy burden
33 on the residents to pay for public services like Police, Fire, Parks, and Road maintenance.
34 Tavares has worked hard over the last five years to change that unbalanced ratio and has been
35 successful in changing it to 25% commercial contribution and 75% residential contribution in 2010
36 and then 31% commercial contribution and 69% residential in 2011. The goal is a 40%
37 commercial contribution and 60% residential contribution. Industry experts assert that for every
38 dollar a resident pays towards their municipal tax services contribution they use \$1.20 in services
39 and for every dollar a commercial business pays for their municipal tax services contribution they
40 use .80 cents worth of services. For example the commercial property tax collected goes towards
41 paying the library and recreation expenses but the commercial property owners don't necessarily
42 use those services. Thus, a community with a higher commercial tax contribution ratio has a
43 lower tax rate.

44
45 *In summary, communities with excessive properties exempt from paying taxes and low*
46 *commercial ratios have higher tax rates than those communities who have few properties exempt*
47 *from paying taxes and high commercial to residential ratios*

EXHIBIT C

BUDGET/STAFF REDUCTIONS

Over the past four years, budget cuts have been addressed by a combination of the following:

- Lowering the operating budget
- Reduction in forces (RIF)
- Instituting furlough programs
- Increasing employee's contribution to healthcare cost
- Eliminating the employee merit program
- Reducing Overtime
- Reducing training
- Renegotiating vendor contracts
- Deferring capital equipment replacement (not replacing police vehicles, mowers, Fire engine, etc.)
- Mowing rights-of-way less frequently
- A reduction in operations and maintenance across the board
- Elimination of new programs, like the establishment of a Road Maintenance Department
- Millage rate adjustments
- Use of reserves

Personnel reductions included the following positions:

1. Assistant Police Chief (Major)
2. Police Officer
3. Police Officer
4. Police Officer
5. Executive Assistant to City Administrator
6. General Services Supervisor
7. Public Works Construction Coordinator
8. Public Works General Services Crew Foreman
9. Public Works Sanitation Driver
10. Public Works Sanitation Driver
11. Public Works P.T. Staff Assistant
12. Community Development GIS Analyst
13. Community Development Administrative Assistant
14. Community Development Permitting Technician
15. ½ Community Development Building Inspector (contractual position)
16. Computer Services Director
17. Community Services Parks Maintenance Worker (outsourced some landscaping)
18. Community Services Parks Supervisor
19. Community Services Library Youth Services Specialist
20. Utility Wastewater Treatment Plant Operator

- 1 - In the General Fund side, during this period of time, the city added 1.5 positions (Public
2 Communications Director and a Part-time City Hall Receptionist. (contractual). This
3 resulted in a net reduction of 18.5 positions or 11% decrease in staffing.
4
- 5 - In the Sanitation Fund the city added one part –time Sanitation Staff Assistant.
6
- 7 - In the Seaplane Base and Marina Fund the city added five full-time and two part-time
8 positions. (Note: The full time maintenance position remains vacant and those duties are
9 being handled by the other employees).
10
- 11 - At the Splash Park, seven seasonal part-time employees were added during this time
12 period.
13

NOTES

14
15
16
17 **Note # 1: Tax Revenues:** Staff anticipates tax revenues of approximately \$4.2 million (same as
18 current year) for the FY 13 budget year. In the FY 14 budget year the city may see an increase in
19 tax revenue as the following projects should be completed and on the tax rolls:
20

- 21 1. Osprey Lodge
- 22 2. Lakeside Hotel
- 23 3. Chet Lemon's "Big House" indoor sports complex
- 24 4. The new medical parks surgical facility
- 25 5. Shanti Niketan's phase two retirement community
- 26 6. Dollar General Store next to Palm Gardens
27

28 **Note # 2 Employee Dental Insurance Program:** The city previously funded an employee benefit
29 referred to as the Employee Dental Insurance Program. It was self insured. Last year the city
30 closed that self insurance program down and incorporated it into the Blue Cross Blue Shield plan.
31 This year the city finished paying out all of the self insurance program claims. The balance in the
32 self insurance program after all payouts is \$250,000.
33

34 **Note # 3 Fire Station 2 Debt Service:** The last debt service payment of \$112,382 for the
35 construction cost of Fire Station 2 occurs in FY 13. Previously it was paid out of Fire Impact Fees.
36 With no Fire Impact Fees collected this payment will have to be paid out of the general fund.
37

38 **Note # 4 Wooton Park Debt Service \$300,000:** \$1.7 million in utility tax revenues is collected
39 each year and contributes to the General Fund. It's a part of the 63% "other revenue". \$450,000
40 of that utility tax revenue is pledged to cover the debt service for the Wooton Park Expansion
41 project. (Seaplane Base, Marina, Prop Shop, Pavilion on the Lake, Special Events Pad,
42 Children's Splash Park etc...). Next year \$300,000 of that \$450,000 debt service payment will
43 transfer from being paid out of the Infrastructure Sales Tax fund to being paid from utility tax
44 revenues. This will lower the \$1.7 million utility tax revenue down to \$1,400,000 next year.
45

46 **Note # 5 Fire Assessment:** Based on the last Fire Assessment Study conducted for Tavares
47 the fees were established as follows:

- 1
- 2 A. residential house would pay \$153 per year (\$12.75) per month for Fire Service
- 3 B. Commercial would pay \$0.28 cents per square foot for fire service
- 4 C. Industrial/Warehouse would pay \$0.06 cents per square foot for fire service
- 5 D. Non Government Institutional would pay \$0.45 cents per square foot for fire service
- 6 E. Government would pay \$0.57 cents per square foot for fire service
- 7

8 The county has a Fire Assessment. The current residential rate is \$181 per year.

9

10 **DISCUSSION**

11

12 Council discussed the proposed fire assessment fee asking that staff bring back figures at a 1/3
13 figure along with the lowered millage rate. Councilmember Smith expressed an interest in exploring
14 a flat rate for commercial. Vice Mayor Grenier agreed that future programs should be deferred for
15 now but to concentrate on maintaining a similar level of service as much as possible.
16 Councilmember Hope noted he would like to see the employees get some compensation possibly
17 postponing until January.

18

19 Councilmember Smith discussed contracting dispatch to the Sheriff; Mayor Wolfe also discussed
20 dispatch expressing a wish to have staff meet with the Sheriff regarding possible savings.
21 Councilmember Hope spoke against contracting out dispatch based on his years of experience in
22 law enforcement. Councilmember Pfister expressed concern about the effects of a flat fee on small
23 businesses.

24

25 Councilmember Smith expressed a tentative willingness to look at the millage rate versus taking
26 monies out of reserves, if a flat fee is not conducive.

27

28 Councilmember Pfister asked that a public hearing be held regarding the proposed fire assessment
29 in order to obtain feedback from the public as to the impact.

30

31 **Consensus to have a committee composed of the City Administrator, Police Chief and the**
32 **Mayor Wolfe meet with the Sheriff regarding dispatch.**

33

34 **Consensus to have a committee composed of Councilmember Smith, Mr. Drury, Attorney**
35 **Williams, and Ms. Houghton to meet regarding the possibility of a flat fee for the fire**
36 **assessment.**

37

38 **Consensus to have staff organize a Public Workshop to invite public comment regarding a**
39 **proposed fire assessment.**

40

41 Mr. Drury noted that he had sufficient information now to create the budget however he would need
42 direction at the public workshop meeting regarding the fire assessment because without doing an
43 assessment Council will need to use either reserves or a millage rate to balance the budget, unless
44 direction is given on cutting a service or lowering a level of service.

45

46 **Tab 13) Request to Purchase Software from Forfeitures Fund for Police Department**
47 **Accreditation Management**

1
2 Chief Lubins said this request is to purchase software for policy creation, distribution and tracking in
3 accreditation management for the professional standards division of the Police Department in the
4 amount of \$1,730. He said the department intends to sign contracts with the Florida Commission on
5 Law Enforcement Accreditation with the intention of becoming a CFA Accredited Police Agency in
6 2014-2015. He said if successful, the Police Department will become the 4th state accredited agency
7 in Lake County. He noted that in addition, City Council authorized the purchase of three rifles on
8 February 15, 2012 from forfeiture funds. Since that time the department has purchased one rifle and
9 is in the process of trading for two more rifles at no cost. He said if this goes through it will result in a
10 cost savings for that line item.

11
12 **MOTION**

13
14 **Bob Grenier moved to approve Option 1 [purchase software for Accreditation Management in**
15 **the amount of \$1,730 using Police Department forfeiture funds], seconded by Kirby Smith.**
16 **The motion carried unanimously 5-0.**

17
18 **Tab 14) Lake Building Property and Community Theater - Tabled**

19
20 **Tab 15) Request to Close Section of Main Street for Monthly Car Shows**

21
22 Ms. Rogers said that staff has receive a special events permit from Rodger Kooser to close part of
23 Main Street and some of Ruby, Rockingham, and Joanna to facilitate a monthly classic car show in
24 the downtown. She noted some years ago the City had a monthly car show and it is a common
25 event in cities. She said two business owners are sponsoring the car shows and that Lt. Paynter will
26 be the community liaison. The event would be held the third Friday of the month beginning May 18th.

27
28 Ms. Rogers noted the organizers are in attendance to answer questions:- Em Pascarella and
29 Woody Woodard.

30
31 Mayor Wolfe asked what the out of pocket expenses would be for the city. Ms. Rogers stated 13
32 barricades will be needed which would be \$30 a piece if they were rented. She said Captain
33 Feleccia will be setting up the barricades and will not require overtime. She said the car show
34 organizers will be asked to take down the barricades after the show is complete which will be
35 collected by staff on Monday,

36
37 Councilmember Pfister spoke in support so long as it did not result in overtime. Councilmember
38 Smith said he would like to have Main Street closed a longer distance to incorporate more
39 restaurants. Ms. Rogers said it can be expanded as needed.

40
41 Councilmember Hope spoke in support. He asked if there was also going to be a band.

42
43 Ms. Rogers said they would like to have live entertainment which will be part of the sponsorship.

44
45 Mr. Pascarella said it was estimated there would be at least 200 cars participating.

46
47 Mayor Wolfe asked Chief Lubins to ensure that the parking issues are managed.

1
2 **MOTION**

3
4 Kirby Smith moved to approve the request to have monthly classic car shows in downtown
5 Tavares, seconded by Norman Hope. The motion carried unanimously 5-0.

6
7 **Tab 16) Creation of Adopt a Storm Drain Program**

8
9 Mr. Hayes discussed a proposed community involvement program that would enable home owners
10 to assist in the monitoring of the storm drains in the neighborhoods. The task would be to keep the
11 cans, trash, and vegetation from blocking the flow of water. They would not be required to touch the
12 grates or reach into the basins.

13
14 **MOTION**

15
16 Kirby Smith moved to approve the “adopt a storm drain” program, seconded by Norman
17 Hope. The motion carried unanimously 5-0.

18
19 **Tab 17) Request to Approve Work Authorization Amendment with Malcolm Pirnie for**
20 **Construction Services for Phases 2 and 3**

21
22 Mr. Hayes said this is to approve a contract with Malcolm Pirnie in the amount of \$392,012 to
23 oversee the construction of Phases 2 and 3 of the Reclaim Infrastructure project including the
24 preparation of bid documents, bidding out the project and coordinating with Leadership in Energy
25 and Environmental Design review agency and all utility companies on site, resident engineering,
26 construction management, financial and grant compliance management.

27
28 Councilmember Hope asked for clarification that the contract has been budgeted. Mr. Hayes
29 confirmed. Councilmember Smith noted that the monies can only be used for utility projects and
30 cannot be transferred to reduce the debt in the General Fund.

31
32 **MOTION**

33
34 Lori Pfister moved to approve the contract with Malcolm Pirnie for construction management
35 services for Phases 2 and 3 of the reclaim project, seconded by Kirby Smith. The motion
36 carried unanimously 5-0.

37
38 **Tab 18) Appointment to Lake Community Action Agency**

39
40 Mayor Wolfe noted previous Councilmember Sandy Gamble served on this board for the City. He
41 asked Councilmember Hope if he wished to represent the City. Councilmember Hope said he
42 wanted to learn more about the agency before he volunteered.

43
44 **XI. OLD BUSINESS**

45
46 **XII. NEW BUSINESS**

47

1 **XIII. AUDIENCE TO BE HEARD**

2
3 None

4
5 **XIV. REPORTS**

6
7 **City Administrator**

8
9 Mr. Drury said he had nothing to add to the list of upcoming meetings and events.

10
11 **Attorney Williams**

12
13 Attorney Williams stated he would be out of town for two weeks however he would be
14 communicating with his office and Attorney Frye would be available.

15
16 **Fire Department**

17
18 Chief Keith congratulated Councilmember Hope.

19
20 **Public Works Department**

21
22 Mr. Thompson congratulated Councilmember Hope.

23
24 **Economic Development Department**

25
26 Mr. Neron discussed the Planes, Trains & BBQ event this coming weekend.

27
28 **Human Resources**

29
30 Ms. Tucker congratulated Councilmember Hope.

31
32 **Tab 10) City Council**

33
34 **Councilmember Pfister**

35
36 Councilmember Pfister welcomed Councilmember Hope.

37
38 **Councilmember Hope**

39
40 Councilmember Hope stated he was sorry he would not be able to attend the Planes, Trains, and
41 BBQ event as he would be visiting with his grandchildren out of state.

42
43 Councilmember Hope thanked Mayor Wolfe for his appointment and ratification by the Council.
44 He said he looked forward to being on Council and noted the budget process will be interesting.

45
46 **Vice Mayor Grenier**

47

1 Vice Mayor Grenier stated the museum looks terrific and he thanked the staff for their assistance
2 and the support of the city.

3
4 **Councilmember Smith**

5
6 Councilmember Smith congratulated Mr. Neron and staff for the successful classic boat show.
7

8 Councilmember Smith congratulated Councilmember Hope on his appointment and stated he
9 was glad to have him on the team. He extended a special thank you to the Historical Society. He
10 said the Historical Society fights to keep the history of the city intact and has been instrumental in
11 the transformation of the city for the last few years.

12
13 **Mayor Wolfe**

14
15 Mayor Wolfe congratulated Councilmember Hope. He reminded everyone of the Dragonboat
16 Festival the following weekend with the fireworks show.

17
18 **Adjournment**

19
20 There was no further business and the meeting was adjourned at 6:10 p.m.

21
22 Respectfully submitted,

23
24
25
26 
27 _____
28 Nancy Barnett, CMC
29 City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
APRIL 18, 2012
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
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Brad Hayes, Utility Director
Chris Thompson, Public Works Director
Joyce Ross, Communications Director
Bill Neron, Economic Development Director
Tammy Rogers, Community Services Director
Lori Houghton, Finance Director

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Morry Osborne, Adventure Christian Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mr. Drury requested to add one item under Presentations—a presentation to be made by the Rotary Club and report of the Dragonboat event.

MOTION

Bob Grenier moved to approve the agenda with addition of Rotary Club presentation, seconded by Kirby Smith. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

1
2 **April 4, 2012 Minutes were deferred.**

3
4 **VII. PROCLAMATIONS/PRESENTATIONS**

5
6 **Presentation by Rotary Club**

7
8 Dee Johns, President of the Tavares Rotary Club, thanked the City Council and staff for their
9 support of the Dragonboat Festival. She thanked Mayor Wolfe for his work to secure the
10 fireworks. Ms. McGinley, Executive Director, recognized Wendell Hunt for his expertise in
11 handling the boats, Joey Graham who provided much assistance, and Chad Stiver for obtaining
12 the electric for the vendors. She also thanked Ms. Rogers and all the Parks and Recreation staff.
13 Ms. Johns provided a commemorative paddle to Mayor Wolfe.

14
15 Mayor Wolfe stated the event was a great success in spite of the wind issues.

16
17 **VIII. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

18
19 Mayor Wolfe stated, as the City Attorney was not present, Ms. Barnett would perform the
20 swearing in.

21
22 Ms. Barnett stated there are four quasi-judicial matters on the agenda: Tabs 6, 7, 8, and 9. She
23 asked those present to be sworn in. She then invited Council to disclose any ex-parte
24 communications.

25
26 **IX. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

27
28 Ms. Barnett read the following ordinances into the record by title only:

29
30 **ORDINANCE 2012 - 10**

31
32 **ORDINANCE AMENDING ORDINANCE NUMBER 2009-22 PERTAINING
33 TO SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT
34 REGULATIONS FOR RECLAIMED WATER RATES; PROVIDING FOR
35 RATE AGREEMENTS FOR AGRICULTURE USES AND PROVIDING
36 FOR AN EFFECTIVE DATE.**

37
38
39 **ORDINANCE 2012-06**

40
41 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING
42 APPROXIMATELY .15 ACRES OF LAND LOCATED GENERALLY ON THE
43 NORTHWEST CORNER OF BLOXHAM AVENUE AND TRAFFORD STREET FROM
44 PUBLIC FACILITIES DISTRICT (PFD) TO RESIDENTIAL MANUFACTURED HOME
45 PARK (RMH-P); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS
46 ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN
47 EFFECTIVE DATE.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ORDINANCE 2012-07

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY .15 ACRES OF LAND GENERALLY LOCATED ON THE NORTHWEST CORNER OF BLOXHAM AVENUE AND TRAFFORD STREET; FROM LOW DENSITY RESIDENTIAL (LOW) TO MOBILE HOME (MH); PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-08

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 1.28 ACRES LOCATED AT THE NORTHEAST INTERSECTION OF US 441 AND 7TH SUNFISH STREET; REZONING SAID PROPERTY FROM LAKE COUNTY NEIGHBORHOOD COMMERCIAL (C-1) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-09

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2010, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.28 ACRES OF LAND GENERALLY LOCATED ON THE NORTHEAST INTERSECTION US HWY 441 AND 7TH SUNFISH STREET; FROM COUNTY COMMERCIAL CORRIDOR TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

X. CONSENT AGENDA

Mayor Wolfe asked if anyone in the audience objected to the items under the Consent Agenda (Tabs 2, 3, and 4).

Councilmember Hope stated he had a question regarding Tab 4.

MOTION

Kirby Smith moved to approve the Consent Agenda Tabs 2 and 3 [Award of Bid for St. Clair Abrams Sidewalk Construction Project and Approval of Hot Water Tour Jet Ski Racing Events for May and June 2012] and omitting Tab 4. The motion was seconded by Norman Hope. The motion carried unanimously 5-0.

1
2 **Tab 4) Approval of Proposal for City to Host Harris Chain Bassmasters' Fishing**
3 **Tournament – September 22, 2012**
4

5 Councilmember Hope asked about in-kind services. He said he would like to see those costs
6 before a vote is taken by Council.
7

8 Mr. Neron stated staff will be developing a spread sheet to identify the value of the City's in kind
9 services. He stated that in addition to the use of the picnic pavilion, he and one staff member
10 would be helping to park boats in the morning and the boaters would be out of the park by 3:00
11 p.m.
12

13 **MOTION**
14

15 **Bob Grenier moved to approve Tab 4 [Harris Chain Bassmasters' Fishing Tournament,**
16 **September 22, 2012], seconded by Norman Hope. The motion carried unanimously 5-0.**
17

18 **XI ORDINANCES/RESOLUTIONS**
19

20 **Tab 5) Ordinance #2012-10 – Amendment to Ordinance #2009-22 to Allow for Agricultural**
21 **Rate Agreements for Reclaimed Water – Read for First Reading Only**
22

23 **Tab 6) Ordinance #2012-06 – Rezoning of Riverest Mobile Home Community from Public**
24 **Facilities District to Residential Manufactured Home to Allow Park Model & RV Sites**
25

26 Mr. Skutt stated this is an application to rezone the north .15 acres of a parcel of property owned
27 by Riverest Mobile Home Park located on the northwest corner of Trafford and Bloxham. The
28 property is now zoned Public Facilities District and this application is to rezone it to Residential
29 Manufactured Home Park. The owners were in the process of developing a site plan to
30 accommodate several RV pads when it was discovered that a portion of the land was zoned PFD.
31 It was felt this was a mapping error. The rezoning will be consistent with the present zoning of the
32 rest of Riverest Mobile Home Park. The Planning & Zoning Board recommended approval.
33

34 **MOTION**
35

36 **Bob Grenier moved to approve Ordinance #2012-06, seconded by Kirby Smith. The motion**
37 **carried unanimously 5-0.**
38

39 **Tab 7) Ordinance #2012-07 – Small Scale Future Land Use Amendment, Lot L of Riverest**
40 **Mobile Home Park**
41

42 Mr. Skutt stated this is the Future Land Use Map Amendment for the same property as discussed
43 under Ordinance #2012-06. The amendment is from low density to mobile home. The Planning &
44 Zoning Board recommended approval.
45

46 **MOTION**
47

1 **Norman Hope moved to approve Ordinance #2012-07, seconded by Bob Grenier. The**
2 **motion carried unanimously 5-0.**

3
4 **Tab 8) Ordinance #2012-08 – Annexation & Rezoning – Tolbert Property U.S. 441 – Dollar**
5 **General**

6
7 Mr. Skutt stated this will annex and rezone to General Commercial a 1.2 acre parcel of property
8 located on the north side of US 441, west of the main entrance of Palm Gardens. This property is
9 contiguous to the city boundaries. The owners of this property are proposing to construct a new
10 Dollar General Store and will require city utilities. They have a submitted a site plan that details
11 the extension of the city's water and sewer lines under US 441 to service their property. They will
12 do this extension of services at their expense and the pipes have been sized to allow future
13 development along the north side of US 441. The Planning & Zoning Board recommended
14 approval.

15
16 Mayor Wolfe invited the applicant to speak.

17
18 **MOTION**

19
20 **Kirby Smith moved to approve the annexation and rezoning of the Tolbert property**
21 **[Ordinance #2012-08], seconded by Bob Grenier. The motion carried unanimously 5-0.**

22
23 **Tab 10) Ordinance #2012-09 – Small Scale Future Land Use Amendment – Tolbert Property**
24 **– US 441 – Dollar General**

25
26 Mr. Skutt said this is the Future Land Use Amendment for the property just presented. It will
27 amend the Future Land Use designation from County Commercial Corridor to City Commercial on
28 the 2020 Future Land Use Map. This is the most appropriate designation for this property. The
29 Planning & Zoning Board recommended approval.

30
31 **MOTION**

32
33 **Norman Hope moved to approve Ordinance #2012-09, seconded by Bob Grenier. The**
34 **motion carried unanimously 5-0.**

35
36 **X. GENERAL GOVERNMENT**

37
38 **Tab 10) Acceptance of Grant from Firehouse Subs for MSA Thermal Imaging Camera**

39
40 Chief Keith stated this is a nonmatching grant from Firehouse Subs Public Safety Foundation. He
41 discussed the corporation's history. He said the department had a need to replace the current
42 thermal imaging camera which is over 12 years old. He said Battalion Chief Jeff Hosterman
43 contacted the Foundation and applied for the grant. The award is \$9,753 to buy the camera. Chief
44 Keith explained how the camera operates. He said Firehouse Subs has recently opened a
45 restaurant in Tavares and the owner Jennifer Latimer was present. He then introduced Ms.
46 Latimer.

47

1 Ms. Latimer stated she would appreciate the city accepting the grant. Mayor Wolfe spoke in
2 support.

3
4 **MOTION**

5
6 **Norman Hope moved to accept the grant and thanked Firehouse Subs for making this**
7 **available to the Fire Department, seconded by Kirby Smith.**

8
9 Councilmember Smith said the grant is much appreciated.

10
11 Mayor Wolfe asked that Chief Keith relay Council's appreciation to Battalion Chief Hosterman for
12 his efforts to secure the grant.

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

15
16 Chief Keith noted that Firehouse Subs has also given to the Lake County Fire Department
17 \$18,000 for voice amplification systems for their air packs.

18
19 **Tab 11) City Violation and Lien Notification**

20
21 Mr. Drury stated staff is working on a policy regarding notifying owners of properties who do not
22 pay their water or sewer bill as well as owners of properties who have code enforcement
23 proceedings against them. The minimum requirement under the law when notifying a property
24 owner that they are delinquent with their bill or have a code enforcement violation is a certified
25 letter which has been the practice of Tavares. Recently the city has been moving forward with the
26 next step when properties do not comply by putting on liens for the amount owed and the ultimate
27 step is to foreclose. He said Councilmember Smith has pointed out that some property owners
28 are not aware of these issues because they have not signed for the letters. He said probably 25
29 to 30% of the letters are returned in the mail unsigned which means that there are times when the
30 owner could not have known that he had a violation.

31
32 Staff has developed a policy whereby the city will continue to do the minimum requirement: send
33 out a certified letter to violators in both cases and if the signature matches the owner of record,
34 then the normal procedure will be followed. If the signature does not match, then they will be
35 served once by one of the Police Officers if they are in the community or by the local servicing
36 agent in the community where they live. Once they have been served then the normal process
37 will be followed. Mr. Drury stated there are three properties that will be served after the policy is
38 approved.

39
40 Councilmember Smith stated one of the properties that will be served is owned by his brother in
41 law and therefore he would be abstaining from voting.

42
43 Mayor Wolfe asked if anyone in the audience had comment.

44
45 **MOTION**

46

1 **Norman Hope moved to approve the lien notification procedures, seconded by Bob**
2 **Grenier. The motion carried unanimously 4-0 with Councilmember Smith abstaining.**
3

4 **Tab 12) Request to Change One Part-Time Lab Technician to Full Time Technician**
5

6 Mr. Brad reviewed his request to eliminate one full time water plant operator and changing that to
7 a lab technician position from part-time to full time to reduce expenses. Mr. Hayes discussed the
8 Splash Park regulations that must be met regarding water testing and staff needs. He also
9 discussed the Reclaim Water program noting that only one operator is needed to fulfill the
10 requirement from St. Johns for the Consumptive Use Permit because of other equipment that has
11 been installed. He noted he had provided updated fiscal impact information to Council and said it
12 will mean a savings of approximately \$29,540 in the Operating and Maintenance budget. He
13 discussed the overtime that has incurred that will be potentially reduced.
14

15 Mayor Wolfe clarified that Mr. Hayes would not be requesting the second position in the
16 upcoming budget. Mr. Hayes confirmed.
17

18 Councilmember Smith asked how much overtime would be saved. Mr. Hayes said it is estimated
19 to be around \$17,000 to \$18,000. He asked if this could be postponed until October. Mr. Hayes
20 said the Splash Park is operating now which results in the overtime.
21

22 **MOTION**
23

24 **Norman Hope moved to approve Mr. Hayes' request to change one part-time lab technician**
25 **to a full-time technician, seconded by Kirby Smith. The motion carried unanimously 5-0.**
26

27 **Tab 13) Selection of Construction Method for Wooton Park Expansion**
28

29 Mr. Drury noted the voters approved the expansion of the Wooton Park property and some
30 improvements. He said he had provided three construction methods for Council to consider. he
31 said it is broken up into two basic methods: 1) The construction manager at risk where an
32 engineering team and a contractor are hired, together they design the project and when the
33 design is about 80% the contractor provides a price not to exceed and then bids out all the
34 subcomponents. (Method currently being used for the pier and pavilion project.) 2) Design and
35 then bid project and select lowest bid.
36

37 Mr. Drury said currently BESH is doing the design and Emmett Sapp the construction of the pier
38 and pavilion and a change order was issued recently to have them do the train station. One
39 option is to do another change order for them do the park expansion. There may be some cost
40 savings and it should be done quicker. Option 2 is to go out for RFQ's for a design team and
41 RFP's for a construction company. Option 3 is to go through the traditional bidding out method.
42

43 Mayor Wolfe asked if there was comment from the audience.
44

45 **MOTION**
46

1 **Norman Hope moved for the traditional design build and bid process, seconded by Lori**
2 **Pfister.**

3
4 Councilmember Hope said his motion is not a comment about the engineer or contractor being
5 utilized currently but rather his concerns about openness in government and the perception that
6 two change orders have been made already.

7
8 Councilmember Smith said he agreed however he was more in favor of the construction at risk
9 process. He said he preferred Option #2.

10
11 Councilmember Pfister and Councilmember Grenier concurred with Option #2 for the same
12 reasons.

13
14 Councilmember Pfister asked for clarification on the difference between Option #2 and #3. Mr.
15 Drury said Option 2 is Construction Manager at Risk. A design team and a construction manager
16 are hired through a competitive process. Once they are hired they meet together and design the
17 project. At 80% design the contractor gets pricing from all the subs and then presents the
18 guaranteed maximum price of the project. Mr. Drury said the design build process is where the
19 engineer designs the project with no input from the contractor which may result in change orders.

20
21 Councilmember Pfister asked if there any positive aspects to Option #3. Mr. Drury responded it is
22 a cleaner process for a simpler project. Mr. Drury asked for input from the engineers in
23 attendance.

24
25 Mr. Ern discussed the change order process that had taken place for the marina. He said when
26 the contractor is part of the design team it tends to go smoother.

27
28 Councilmember Pfister said she did not want to rush the process because of issues that came up
29 with the marina.

30
31 Mayor Wolfe questioned why Council had approved the change order for the pavilion and was not
32 willing to continue with them for the park expansion. Councilmember Hope reiterated that he is
33 concerned that other businesses may get the impression that it is a closed process.
34 Councilmember Smith concurred. Mayor Wolfe questioned the previous decisions to go with the
35 same firms for other projects.

36
37 Vice Mayor Grenier stated his support for Option #2.

38
39 **The motion was denied unanimously 5-0.**

40
41 **MOTION**

42
43 **Kirby Smith moved to choose Option #2 to conduct a Construction at Risk Manager bid**
44 **process for this project, seconded by Bob Grenier. The motion carried 4-1 as follows:**

45
46 **Robert Wolfe** No
47 **Kirby Smith** Yes

1	Norman Hope	Yes
2	Lori Pfister	Yes
3	Bob Grenier	Yes

4
5 **Tab 14) Discussion on Holding One Regular City Council meeting in July**

6
7 Mr. Drury stated that staff has recommended to not hold the July 4th Council Meeting. He said the
8 scheduled for budget workshops will be presented on May 2 and there will be a budget meeting
9 scheduled for July.

10
11 **There was consensus to cancel the July 4th meeting.**

12
13 **XI. OLD BUSINESS**

14
15 **Tab 15) Appointment to Lake Community Action Agency**

16
17 Councilmember Hope said he had researched the agency and did not think it would be a good fit
18 for him.

19
20 Mayor Wolfe said he would speak to staff about representing someone on Council.

21
22 **XII. NEW BUSINESS**

23
24 **XIII. AUDIENCE TO BE HEARD**

25
26 None

27
28 **XIV. REPORTS**

29
30 **City Administrator**

31
32 Mr. Drury said in addition to the list of upcoming meetings he wished to remind everyone of the
33 public workshop and Council meeting on the fire assessment on April 25th at 4:00 p.m.

34
35 He noted the Dragonboat festival went very well.

36
37 **City Clerk**

38
39 Ms. Barnett stated there would be an ad in the Daily Commercial and the Lake Sentinel on
40 Sunday April 22 regarding the public workshop.

41
42 **Fire Department**

43
44 Chief Keith discussed the Scots Firefighter Challenge held the past Saturday and Sunday that
45 had been sponsored by Lake County and the City of Tavares. He said \$3,000 from the TIF fund
46 was used to sponsor the Kids Challenge. He thanked Mr. Neron and Vice Mayor Grenier for their
47 participation.

1
2 **Public Works Department**
3

4 Mr. Thompson said the new garbage truck has been delivered.
5

6 **Economic Development Department**
7

8 Mr. Neron said the Seaplane Fly In is scheduled for this Saturday.
9

10 **Human Resources**

11
12 **Tab 10) City Council**

13
14 **Councilmember Pfister**
15

16 **Councilmember Hope**
17

18 Councilmember Hope stated he had enjoyed his tours with the city and the opportunity to observe
19 the employees working in their various departments.
20

21 **Vice Mayor Grenier**
22

23 Vice Mayor Grenier said he enjoyed the Firefighter event and hoped they would return next year.
24

25 Vice Mayor Grenier said tomorrow is the 100th anniversary of boy scouting starting in Tavares. He
26 mentioned other historical events in April: the sinking of the Titanic, the opening of Fenway Park
27 in Boston, and Harriet Quimby becoming the first woman to fly across the English Channel.
28

29 **Councilmember Smith**
30

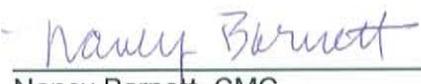
31 **Mayor Wolfe**
32

33 Mayor Wolfe stated the Dragonboat Event was a great success even with the four boats that
34 flipped. He noted the participation of the exchange students.
35

36 **Adjournment**
37

38 There was no further business and the meeting was adjourned at 5:22 p.m.
39

40 Respectfully submitted,
41
42
43

44 
45 _____
46 Nancy Barnett, CMC
47 City Clerk

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
APRIL 18, 2012
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
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Brad Hayes, Utility Director
Chris Thompson, Public Works Director
Joyce Ross, Communications Director
Bill Neron, Economic Development Director
Tammey Rogers, Community Services Director
Lori Houghton, Finance Director

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Morry Osborne, Adventure Christian Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mr. Drury requested to add one item under Presentations—a presentation to be made by the Rotary Club and report of the Dragonboat event.

MOTION

Bob Grenier moved to approve the agenda with addition of Rotary Club presentation, seconded by Kirby Smith. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

1
2 **April 4, 2012 Minutes were deferred.**

3
4 **V. PROCLAMATIONS/PRESENTATIONS**

5
6 **Presentation by Rotary Club**

7
8 Dee Johns, President of the Tavares Rotary Club, thanked the City Council and staff for their
9 support of the Dragonboat Festival. She thanked Mayor Wolfe for his work to secure the
10 fireworks. Ms. McGinley, Executive Director, recognized Wendell Hunt for his expertise in
11 handling the boats, Joey Graham who provided much assistance, and Chad Stiver for obtaining
12 the electric for the vendors. She also thanked Ms. Rogers and all the Parks and Recreation staff.
13 Ms. Johns provided a commemorative paddle to Mayor Wolfe.

14
15 Mayor Wolfe stated the event was a great success in spite of the wind issues.

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

18
19 Mayor Wolfe stated, as the City Attorney was not present, Ms. Barnett would perform the
20 swearing in.

21
22 Ms. Barnett stated there are four quasi-judicial matters on the agenda: Tabs 6, 7, 8, and 9. She
23 asked those present to be sworn in. She then invited Council to disclose any ex-parte
24 communications.

25
26 **VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

27
28 Ms. Barnett read the following ordinances into the record by title only:

29
30 **ORDINANCE 2012 - 10**

31
32 **ORDINANCE AMENDING ORDINANCE NUMBER 2009-22 PERTAINING
33 TO SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT
34 REGULATIONS FOR RECLAIMED WATER RATES; PROVIDING FOR
35 RATE AGREEMENTS FOR AGRICULTURE USES AND PROVIDING
36 FOR AN EFFECTIVE DATE.**

37
38
39 **ORDINANCE 2012-06**

40
41 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING
42 APPROXIMATELY .15 ACRES OF LAND LOCATED GENERALLY ON THE
43 NORTHWEST CORNER OF BLOXHAM AVENUE AND TRAFFORD STREET FROM
44 PUBLIC FACILITIES DISTRICT (PFD) TO RESIDENTIAL MANUFACTURED HOME
45 PARK (RMH-P); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS
46 ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN
47 EFFECTIVE DATE.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ORDINANCE 2012-07

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY .15 ACRES OF LAND GENERALLY LOCATED ON THE NORTHWEST CORNER OF BLOXHAM AVENUE AND TRAFFORD STREET; FROM LOW DENSITY RESIDENTIAL (LOW) TO MOBILE HOME (MH); PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-08

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 1.28 ACRES LOCATED AT THE NORTHEAST INTERSECTION OF US 441 AND 7TH SUNFISH STREET; REZONING SAID PROPERTY FROM LAKE COUNTY NEIGHBORHOOD COMMERCIAL (C-1) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-09

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2010, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.28 ACRES OF LAND GENERALLY LOCATED ON THE NORTHEAST INTERSECTION US HWY 441 AND 7TH SUNFISH STREET; FROM COUNTY COMMERCIAL CORRIDOR TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

VIII. CONSENT AGENDA

Mayor Wolfe asked if anyone in the audience objected to the items under the Consent Agenda (Tabs 2, 3, and 4).

Councilmember Hope stated he had a question regarding Tab 4.

MOTION

Kirby Smith moved to approve the Consent Agenda Tabs 2 and 3 [Award of Bid for St. Clair Abrams Sidewalk Construction Project and Approval of Hot Water Tour Jet Ski Racing Events for May and June 2012] and omitting Tab 4. The motion was seconded by Norman Hope. The motion carried unanimously 5-0.

1
2 **Tab 4) Approval of Proposal for City to Host Harris Chain Bassmasters' Fishing**
3 **Tournament – September 22, 2012**

4
5 Councilmember Hope asked about in-kind services. He said he would like to see those costs
6 before a vote is taken by Council.

7
8 Mr. Neron stated staff will be developing a spread sheet to identify the value of the City's in kind
9 services. He stated that in addition to the use of the picnic pavilion, he and one staff member
10 would be helping to park boats in the morning and the boaters would be out of the park by 3:00
11 p.m.

12
13 **MOTION**

14
15 **Bob Grenier moved to approve Tab 4 [Harris Chain Bassmasters' Fishing Tournament,**
16 **September 22, 2012], seconded by Norman Hope. The motion carried unanimously 5-0.**

17
18 **XI ORDINANCES/RESOLUTIONS**

19
20 **Tab 5) Ordinance #2012-10 – Amendment to Ordinance #2009-22 to Allow for Agricultural**
21 **Rate Agreements for Reclaimed Water – Read for First Reading Only**

22
23 **Tab 6) Ordinance #2012-06 – Rezoning of Riverest Mobile Home Community from Public**
24 **Facilities District to Residential Manufactured Home to Allow Park Model & RV Sites**

25
26 Mr. Skutt stated this is an application to rezone the north .15 acres of a parcel of property owned
27 by Riverest Mobile Home Park located on the northwest corner of Trafford and Bloxham. The
28 property is now zoned Public Facilities District and this application is to rezone it to Residential
29 Manufactured Home Park. The owners were in the process of developing a site plan to
30 accommodate several RV pads when it was discovered that a portion of the land was zoned PFD.
31 It was felt this was a mapping error. The rezoning will be consistent with the present zoning of the
32 rest of Riverest Mobile Home Park. The Planning & Zoning Board recommended approval.

33
34 **MOTION**

35
36 **Bob Grenier moved to approve Ordinance #2012-06, seconded by Kirby Smith. The motion**
37 **carried unanimously 5-0.**

38
39 **Tab 7) Ordinance #2012-07 – Small Scale Future Land Use Amendment, Lot L of Riverest**
40 **Mobile Home Park**

41
42 Mr. Skutt stated this is the Future Land Use Map Amendment for the same property as discussed
43 under Ordinance #2012-06. The amendment is from low density to mobile home. The Planning &
44 Zoning Board recommended approval.

45
46 **MOTION**

47

1 **Norman Hope moved to approve Ordinance #2012-07, seconded by Bob Grenier. The**
2 **motion carried unanimously 5-0.**

3
4 **Tab 8) Ordinance #2012-08 – Annexation & Rezoning – Tolbert Property U.S. 441 – Dollar**
5 **General**

6
7 Mr. Skutt stated this will annex and rezone to General Commercial a 1.2 acre parcel of property
8 located on the north side of US 441, west of the main entrance of Palm Gardens. This property is
9 contiguous to the city boundaries. The owners of this property are proposing to construct a new
10 Dollar General Store and will require city utilities. They have a submitted a site plan that details
11 the extension of the city's water and sewer lines under US 441 to service their property. They will
12 do this extension of services at their expense and the pipes have been sized to allow future
13 development along the north side of US 441. The Planning & Zoning Board recommended
14 approval.

15
16 Mayor Wolfe invited the applicant to speak.

17
18 **MOTION**

19
20 **Kirby Smith moved to approve the annexation and rezoning of the Tolbert property**
21 **[Ordinance #2012-08], seconded by Bob Grenier. The motion carried unanimously 5-0.**

22
23 **Tab 10) Ordinance #2012-09 – Small Scale Future Land Use Amendment – Tolbert Property**
24 **– US 441 – Dollar General**

25
26 Mr. Skutt said this is the Future Land Use Amendment for the property just presented. It will
27 amend the Future Land Use designation from County Commercial Corridor to City Commercial on
28 the 2020 Future Land Use Map. This is the most appropriate designation for this property. The
29 Planning & Zoning Board recommended approval.

30
31 **MOTION**

32
33 **Norman Hope moved to approve Ordinance #2012-09, seconded by Bob Grenier. The**
34 **motion carried unanimously 5-0.**

35
36 **IX. GENERAL GOVERNMENT**

37
38 **Tab 10) Acceptance of Grant from Firehouse Subs for MSA Thermal Imaging Camera**

39
40 Chief Keith stated this is a nonmatching grant from Firehouse Subs Public Safety Foundation. He
41 discussed the corporation's history. He said the department had a need to replace the current
42 thermal imaging camera which is over 12 years old. He said Battalion Chief Jeff Hosterman
43 contacted the Foundation and applied for the grant. The award is \$9,753 to buy the camera. Chief
44 Keith explained how the camera operates. He said Firehouse Subs has recently opened a
45 restaurant in Tavares and the owner Jennifer Latimer was present. He then introduced Ms.
46 Latimer.

47

1 Ms. Latimer stated she would appreciate the city accepting the grant. Mayor Wolfe spoke in
2 support.

3
4 **MOTION**

5
6 **Norman Hope moved to accept the grant and thanked Firehouse Subs for making this**
7 **available to the Fire Department, seconded by Kirby Smith.**

8
9 Councilmember Smith said the grant is much appreciated.

10
11 Mayor Wolfe asked that Chief Keith relay Council's appreciation to Battalion Chief Hosterman for
12 his efforts to secure the grant.

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

15
16 Chief Keith noted that Firehouse Subs has also given to the Lake County Fire Department
17 \$18,000 for voice amplification systems for their air packs.

18
19 **Tab 11) City Violation and Lien Notification**

20
21 Mr. Drury stated staff is working on a policy regarding notifying owners of properties who do not
22 pay their water or sewer bill as well as owners of properties who have code enforcement
23 proceedings against them. The minimum requirement under the law when notifying a property
24 owner that they are delinquent with their bill or have a code enforcement violation is a certified
25 letter which has been the practice of Tavares. Recently the city has been moving forward with the
26 next step when properties do not comply by putting on liens for the amount owed and the ultimate
27 step is to foreclose. He said Councilmember Smith has pointed out that some property owners
28 are not aware of these issues because they have not signed for the letters. He said probably 25
29 to 30% of the letters are returned in the mail unsigned which means that there are times when the
30 owner could not have known that he had a violation.

31
32 Staff has developed a policy whereby the city will continue to do the minimum requirement: send
33 out a certified letter to violators in both cases and if the signature matches the owner of record,
34 then the normal procedure will be followed. If the signature does not match, then they will be
35 served once by one of the Police Officers if they are in the community or by the local servicing
36 agent in the community where they live. Once they have been served then the normal process
37 will be followed. Mr. Drury stated there are three properties that will be served after the policy is
38 approved.

39
40 Councilmember Smith stated one of the properties that will be served is owned by his brother in
41 law and therefore he would be abstaining from voting.

42
43 Mayor Wolfe asked if anyone in the audience had comment.

44
45 **MOTION**

46

1 **Norman Hope moved to approve the lien notification procedures, seconded by Bob**
2 **Grenier. The motion carried unanimously 4-0 with Councilmember Smith abstaining.**

3
4 **Tab 12) Request to Change One Part-Time Lab Technician to Full Time Technician**

5
6 Mr. Brad reviewed his request to eliminate one full time water plant operator and changing that to
7 a lab technician position from part-time to full time to reduce expenses. Mr. Hayes discussed the
8 Splash Park regulations that must be met regarding water testing and staff needs. He also
9 discussed the Reclaim Water program noting that only one operator is needed to fulfill the
10 requirement from St. Johns for the Consumptive Use Permit because of other equipment that has
11 been installed. He noted he had provided updated fiscal impact information to Council and said it
12 will mean a savings of approximately \$29,540 in the Operating and Maintenance budget. He
13 discussed the overtime that has incurred that will be potentially reduced.

14
15 Mayor Wolfe clarified that Mr. Hayes would not be requesting the second position in the
16 upcoming budget. Mr. Hayes confirmed.

17
18 Councilmember Smith asked how much overtime would be saved. Mr. Hayes said it is estimated
19 to be around \$17,000 to \$18,000. He asked if this could be postponed until October. Mr. Hayes
20 said the Splash Park is operating now which results in the overtime.

21
22 **MOTION**

23
24 **Norman Hope moved to approve Mr. Hayes' request to change one part-time lab technician**
25 **to a full-time technician, seconded by Kirby Smith. The motion carried unanimously 5-0.**

26
27 **Tab 13) Selection of Construction Method for Wooton Park Expansion**

28
29 Mr. Drury noted the voters approved the expansion of the Wooton Park property and some
30 improvements. He said he had provided three construction methods for Council to consider. he
31 said it is broken up into two basic methods: 1) The construction manager at risk where an
32 engineering team and a contractor are hired, together they design the project and when the
33 design is about 80% the contractor provides a price not to exceed and then bids out all the
34 subcomponents. (Method currently being used for the pier and pavilion project.) 2) Design and
35 then bid project and select lowest bid.

36
37 Mr. Drury said currently BESH is doing the design and Emmett Sapp the construction of the pier
38 and pavilion and a change order was issued recently to have them do the train station. One
39 option is to do another change order for them do the park expansion. There may be some cost
40 savings and it should be done quicker. Option 2 is to go out for RFQ's for a design team and
41 RFP's for a construction company. Option 3 is to go through the traditional bidding out method.

42
43 Mayor Wolfe asked if there was comment from the audience.

44
45 **MOTION**

46

1 **Norman Hope moved for the traditional design build and bid process, seconded by Lori**
2 **Pfister.**

3
4 Councilmember Hope said his motion is not a comment about the engineer or contractor being
5 utilized currently but rather his concerns about openness in government and the perception that
6 two change orders have been made already.

7
8 Councilmember Smith said he agreed however he was more in favor of the construction at risk
9 process. He said he preferred Option #2.

10
11 Councilmember Pfister and Councilmember Grenier concurred with Option #2 for the same
12 reasons.

13
14 Councilmember Pfister asked for clarification on the difference between Option #2 and #3. Mr.
15 Drury said Option 2 is Constriction Manager at Risk. A design team and a construction manager
16 are hired through a competitive process. Once they are hired they meet together and design the
17 project. At 80% design the contractor gets pricing from all the subs and then presents the
18 guaranteed maximum price of the project. Mr. Drury said the design build process is where the
19 engineer designs the project with no input from the contractor which may result in change orders.

20
21 Councilmember Pfister asked if there any positive aspects to Option #3. Mr. Drury responded it is
22 a cleaner process for a simpler project. Mr. Drury asked for input from the engineers in
23 attendance.

24
25 Mr. Ern discussed the change order process that had taken place for the marina. He said when
26 the contractor is part of the design team it tends to go smoother.

27
28 Councilmember Pfister said she did not want to rush the process because of issues that came up
29 with the marina.

30
31 Mayor Wolfe questioned why Council had approved the change order for the pavilion and was not
32 willing to continue with them for the park expansion. Councilmember Hope reiterated that he is
33 concerned that other businesses may get the impression that it is a closed process.
34 Councilmember Smith concurred. Mayor Wolfe questioned the previous decisions to go with the
35 same firms for other projects.

36
37 Vice Mayor Grenier stated his support for Option #2.

38
39 **The motion was denied unanimously 5-0.**

40
41 **MOTION**

42
43 **Kirby Smith moved to choose Option #2 to conduct a Construction at Risk Manager bid**
44 **process for this project, seconded by Bob Grenier. The motion carried 4-1 as follows:**

45
46 **Robert Wolfe** No
47 **Kirby Smith** Yes

1	Norman Hope	Yes
2	Lori Pfister	Yes
3	Bob Grenier	Yes

4
5 **Tab 14) Discussion on Holding One Regular City Council meeting in July**

6
7 Mr. Drury stated that staff has recommended to not hold the July 4th Council Meeting. He said the
8 scheduled for budget workshops will be presented on May 2 and there will be a budget meeting
9 scheduled for July.

10
11 **There was consensus to cancel the July 4th meeting.**

12
13 **X. OLD BUSINESS**

14
15 **Tab 15) Appointment to Lake Community Action Agency**

16
17 Councilmember Hope said he had researched the agency and did not think it would be a good fit
18 for him.

19
20 Mayor Wolfe said he would speak to staff about representing someone on Council.

21
22 **XI. NEW BUSINESS**

23
24 **XII. AUDIENCE TO BE HEARD**

25
26 None

27
28 **XIII. REPORTS**

29
30 **City Administrator**

31
32 Mr. Drury said in addition to the list of upcoming meetings he wished to remind everyone of the
33 public workshop and Council meeting on the fire assessment on April 25th at 4:00 p.m.

34
35 He noted the Dragonboat festival went very well.

36
37 **City Clerk**

38
39 Ms. Barnett stated there would be an ad in the Daily Commercial and the Lake Sentinel on
40 Sunday April 22 regarding the public workshop.

41
42 **Fire Department**

43
44 Chief Keith discussed the Scots Firefighter Challenge held the past Saturday and Sunday that
45 had been sponsored by Lake County and the City of Tavares. He said \$3,000 from the TIF fund
46 was used to sponsor the Kids Challenge. He thanked Mr. Neron and Vice Mayor Grenier for their
47 participation.

1
2 **Public Works Department**

3
4 Mr. Thompson said the new garbage truck has been delivered.
5

6 **Economic Development Department**

7
8 Mr. Neron said the Seaplane Fly In is scheduled for this Saturday.
9

10 **Human Resources**

11
12 **Tab 10) City Council**

13
14 **Councilmember Pfister**

15
16 **Councilmember Hope**

17
18 Councilmember Hope stated he had enjoyed his tours with the city and the opportunity to observe
19 the employees working in their various departments.
20

21 **Vice Mayor Grenier**

22
23 Vice Mayor Grenier said he enjoyed the Firefighter event and hoped they would return next year.
24

25 Vice Mayor Grenier said tomorrow is the 100th anniversary of boy scouting starting in Tavares. He
26 mentioned other historical events in April: the sinking of the Titanic, the opening of Fenway Park
27 in Boston, and Harriet Quimby becoming the first woman to fly across the English Channel.
28

29 **Councilmember Smith**

30
31 **Mayor Wolfe**

32
33 Mayor Wolfe stated the Dragonboat Event was a great success even with the four boats that
34 flipped. He noted the participation of the exchange students.
35

36 **Adjournment**

37
38 There was no further business and the meeting was adjourned at 5:22 p.m.
39

40 Respectfully submitted,
41
42
43
44

45
46 _____
47 Nancy Barnett, CMC
City Clerk

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 2

SUBJECT TITLE: Artist Agreement with Delany Dean

OBJECTIVE: To execute an agreement with Delany Dean for the City use of donated art.

SUMMARY: Ms. Delany Dean, photographer, wishes to donate 5 digitally enhanced photos to the City of Tavares. The photos depict scenes at the Tavares Seaplane Base and Wooton Park. The Economic Development Department wishes to utilize the photos on posters, postcards, mugs, and/or various other saleable items. Ms. Dean will donate all rights to the photos in exchange for the City's promise to reserve a portion of the profits from any sales to pay for seaplane rides for children, or in support of the educational needs of Tavares youth. A copy of the agreement is attached, with samples of the photos being illustrated in "Exhibit A."

If the agreement is approved, staff members from the Economic Development Department, Public Communications Department and the Prop Shop will develop guidelines for the dispersal of the funds to be set aside for the children of Tavares. They will work closely with the Finance Department using established accounting practices to track expenditures.

OPTIONS:

1. Approve the agreement with Delaney Dean
2. Not approve the agreement with Delaney Dean

STAFF RECOMMENDATION:

Staff recommends that Council approve the agreement

FISCAL IMPACT: None

LEGAL SUFFICIENCY: Agreement was reviewed by City Attorney

Assignment of All Rights to Photographs

THIS AGREEMENT is made by and between Delany Dean, photographer hereinafter "Photographer" and the City of Tavares, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City"

RECITALS

WHEREAS the Photographer wishes to convey to the City ownership of nine digital photographs as illustrated in "Exhibit A"; and

WHEREAS the City desires to use said photographs to promote the City; and

WHEREAS the City desires to establish a revenue source for furthering seaplane interest in the youth of Tavares, as well as supporting the educational needs of the youth of Tavares;

NOW, THEREFORE, in consideration of the forgoing recitals, the Photographer and City hereby agree as follows:

1. All rights, title and interest in and to the photographs, shown in Exhibit "A", attached hereto, are hereby transferred and conveyed by the Photographer to the City.
2. The rights that are transferred and assigned hereunder shall include all of the exclusive rights granted to the owner of a copyright under the United States Copyright Laws, copyright laws of any and all countries and jurisdictions throughout the world.
3. Photographer herein acknowledges transfer of said photographs, in high-resolution, digital format, to the City.
4. Photographer represents and warrants that she is the sole owner of the photographs with the rights to transfer, and that no other party has any right in and to the photographs.

The Photographer agrees to transfer ownership of the photographs for no monetary remuneration. In exchange, the City agrees to attribute the photographs, when used, to "Delany Dean Photography".

6. The City states that it will use the photographs only in the promotion of the City, which may include, but not limited to, their use in posters, art, postcards, advertisements, or the like.

7. When the photographic images are used on posters, art, or other items to be sold in the Seaplane Base store, also known as the Prop Shop at Woodlea House, the City will set aside a portion of the profit for the purposes of offering free seaplane rides for Tavares children, or in support of the educational needs of Tavares youth.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 22 day of April, 2012.

PHOTOGRAPHER



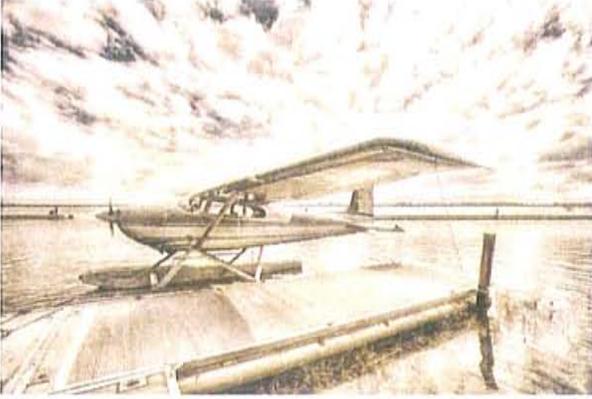
Delany Dean

City of TAVARES

Robert Wolfe, Mayor

EXHIBIT "A"

Five Digital Photographs Conveyed as Part of this Agreement



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 3

SUBJECT TITLE: Approval of Purchase of Sod and Method of Purchase for the Woodlea Sports Complex Expansion Project

OBJECTIVE: To obtain Council approval to utilize ("piggyback") method of purchasing sod from Lake Jem Farms in Tavares for the Woodlea Sports Complex expansion project through the use of Lake County Contract Number 09-0416C for sod services.

SUMMARY: In the continued development of Woodlea Sports Complex, the city is seeking the best price for the sod component of the project. In an informal price quote method, the pricing below was obtained for the installation of Bermuda 419 which will be installed on one or possibly two large fields (the field number will depend upon the budget).

Lake Jem Farms	26¢ per square foot
Cottom's Farms	32¢ per square foot
Phillip Jennings Turf Farms	36¢ per square foot

Through a competitive bidding process, Lake County government has selected Lake Jem Farms for sod services and has entered into a five-year contract with them.

OPTIONS:

- 1) Approve utilizing Lake County Contract No.: 09-0416C with Lake Jem Farms for sod
- 2) Do **not** approve

STAFF RECOMMENDATION:

Move to approve utilizing Lake County, Florida, contract No.: 09-0416C for sod service at the Woodlea Sports Complex.

FISCAL IMPACT: This project is funded by a Lake County grant (\$250,000.00) and is budgeted in fiscal year 2012.



LAKE COUNTY
FLORIDA
MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: September 15, 2011	2. Contract No.: 09-0416C Effective Date: September 15, 2009
3. Contracting Officer: Roseann Johnson Telephone Number: (352) 343-9765	5. Contractor Name and Address: Lake Jem Farms, Inc. 26714 Oak Shadow Lane Mt. Dora, Florida 32757 Attn: Keith Truenow
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract for an additional one (1) year expiring September 14, 2012.	
8. Contractor's Signature REQUIRED Name: <u><i>Keith Truenow</i></u> Title: <u>President</u> Date: <u>6/6/11</u>	9. Lake County, Florida By: <u><i>Roseann Johnson</i></u> Senior Contracting Officer <u>June 6, 2011</u> Date
10. Distribution: Original - Bid No. 09-0416C Copies - Contractor Contracting Officer	



LAKE COUNTY
FLORIDA
MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: September 15, 2010	2. Contract No.: 09-0416C Effective Date: September 15, 2009
3. Contracting Officer: Roseann Johnson Telephone Number: (352) 343-9765m	5. Contractor Name and Address: Lake Jem Farms, Inc. 26714 Oak Shadow Lane Mt. Dora, FL 32757 Attn: Keith Truenow
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract for one (1) year through September 14, 2011.	
8. Contractor's Signature REQUIRED Name: <u>Keith Truenow</u> Title: <u>Pres.</u> Date: <u>8-4-10</u>	9. Lake County, Florida By: <u>Roseann Johnson</u> Senior Contracting Officer <u>June 1, 2010</u> Date
10. Distribution: Original - Bid No. 09-0416C Copies - Contractor Contracting Officer	

P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343-9473
 Board of County Commissioners • www.lakecountyfl.gov

JENNIFER HILL
District 1

ELAINE RENICK
District 2

JIMMY CONNER
District 3

LINDA STEWART
District 4

WELTON G. CADWELL
District 5



LAKE COUNTY
FLORIDA

CONTRACT NO. 09-0416C

for **Sod Services**

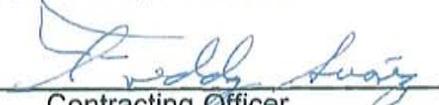
LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Lake Jem Farms, Inc.** (hereinafter "Contractor") to supply **Sod services** to the County pursuant to County Bid number **09-0416** (hereinafter "Bid"), addenda no. 1, bid opening dated June 24, 2009 with all County Bid provisions governing.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **September 15, 2009** through **September 14, 2010** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides four (4) additional one (1) year renewals at Lake County's sole option at the terms noted in the Contract.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: 
Contracting Officer

Date: 9-17-09

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 416
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
LAKE JEM FARMS, INC.
FOR SOD SERVICES
ITB # 09-0416**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," by and through its Board of County Commissioners, and Lake Jem Farms, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as "CONTRACTOR."

Recitals

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), # 09-0416, for procurement of services from qualified firms, organizations or individuals to provide sod services in conjunction with the COUNTY'S needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide sod services in conjunction with the COUNTY'S needs.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide sod services in conjunction with the COUNTY'S needs and to furnish all labor, equipment, fuel, materials, and any other items needed to perform the work in accordance with the Statement of Work, attached hereto and incorporated herein by reference as **Exhibit A**, and any changes thereto reflected in Addendum #1, dated June 15, 2009, attached hereto and incorporated herein by reference as **Exhibit B**. The Scope of Work may be modified by change order as actual work on the project progresses, but to be effective and binding, any and all such change orders must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY'S Office of Procurement Services. The initial Agreement term shall remain in effect for twelve (12) months, and then the Agreement will remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial Agreement term unless otherwise indicated elsewhere in this Agreement.

3.3 Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional twelve (12) month period(s). Prior to completion of each exercised Agreement term, the COUNTY may consider an adjustment to price based on changes in the Consumer Price Index (CPI). It is CONTRACTOR'S responsibility to request in writing any pricing adjustment under this provision. The CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current Agreement term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from CONTRACTOR, the COUNTY will assume CONTRACTOR has

agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 Price Redetermination – Fuel

If the price index for fuel (gas and/or diesel as applicable to the CONTRACTOR'S operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of this Agreement, the CONTRACTOR may petition the Procurement Services Director in writing for an appropriate increase in the Agreement price(s). Any increase in the Agreement price(s) will be applied considering the relation of fuel cost to the CONTRACTOR'S total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the State of Florida Department of Management Services. The base index will be the index number for the month prior to the beginning of the Agreement term. The current month index will be the last month's index published before the request for a price re-determination is made.

CONTRACTOR shall provide in writing a cost analysis as described below for each Agreement price for which the CONTRACTOR is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any Agreement price for which an adjustment is requested; and a calculation showing the original Agreement price, the requested adjustment, and the proposed revised price. The CONTRACTOR may submit additional clarifying or justifying information for the COUNTY'S consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the CONTRACTOR'S request for pricing adjustment.

If the Procurement Services Director grants any increase in any Agreement price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the COUNTY if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the CONTRACTOR pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this Agreement.

Article 4. Payment

4.1 Payment shall be based on the rates set forth in CONTRACTOR'S Pricing Section, attached hereto and incorporated herein as **Exhibit C**, and any changes thereto reflected in **Exhibit B**. The total amount for all services required to complete the Scope of Work shall be approximately Eighty Thousand Dollars (\$80,000.00). CONTRACTOR understands that the COUNTY will issue work orders for specific services based on lowest overall price for the items stated in the work order based on availability of each item from the CONTRACTOR. No minimum order quantity is guaranteed.

4.2 CONTRACTOR shall submit invoices in duplicate after each individual purchase has been completed to: Kristian Swenson, Road Operations Director, Department of Public Works, P.O. Box 7800, Tavares, FL 32778. All invoices shall contain ITB # 09-0416, the date and location of delivery or service, description of services performed, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment and the CONTRACTOR may be considered in default of Agreement and the Agreement may be terminated.

4.3 In addition to the general invoice requirements set forth above, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the COUNTY user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services.

Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

4.4 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.5 In the event subcontractors or material suppliers are to be utilized by the CONTRACTOR, the subcontractors/material suppliers shall be on the list provided by CONTRACTOR to the COUNTY prior to award of this Agreement, and the list shall include the name of the proposed subcontractor/material supplier and the percentage of the overall work involvement. Prior to final payment, the CONTRACTOR shall provide a *Certification of Payment to subcontractor/materials supplier* before the invoice is processed and paid.

4.6 CONTRACTOR shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. CONTRACTOR Responsibilities

5.1 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.2 The COUNTY shall not allow any late deliveries attributed to product back order situations under this Agreement. Accordingly, the CONTRACTOR is required to deliver all items to the COUNTY within the time specified in this Agreement. In addition, no grace period on account of back order situations shall be honored unless written authorization is issued by the COUNTY user department and a new delivery date is mutually established. In the event that the CONTRACTOR fails to deliver the products within the time specified, the COUNTY reserves the right to cancel the order, seek the items from another vendor, and charge the

CONTRACTOR for any re-procurement costs. If the CONTRACTOR fails to honor these re-procurement costs, the COUNTY may terminate the Agreement for default.

5.3 CONTRACTOR shall remove all unusable materials and debris from the premises at the end of each workday and dispose of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the COUNTY Project Manager.

5.4 Unless otherwise stated in this Agreement, the CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory Agreement performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY'S Project Manager.

5.5 All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Agreement. The CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY that is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

All items damaged by the CONTRACTOR or its subcontractors, such as but not limited to sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, etc., shall be either repaired or replaced by the CONTRACTOR, at its expense, in a manner prescribed by the COUNTY Project Manager. Any bills submitted to the COUNTY, such as but not limited to, utility companies and land owners, and that are determined to be the result of damage done by the CONTRACTOR shall be the responsibility of the CONTRACTOR. Repairs or receipts of repairs shall be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'S invoice for work accomplished during the cycle.

If the CONTRACTOR does damage to a COUNTY sign or other property owned by the COUNTY, it shall be the responsibility of the CONTRACTOR to repair the item back to the

original condition. If the repair is not in accordance with COUNTY standards, the COUNTY shall repair the item and deduct the associated cost from the amount due to the CONTRACTOR.

Complaints will be addressed within forty-eight (48) hours and a written report shall be submitted to the COUNTY Project Manager outlining actions taken to correct the complaint. The CONTRACTOR shall notify the COUNTY immediately of any complaints given directly to the CONTRACTOR.

5.6 CONTRACTOR shall obtain and pay for all licenses, permits and inspection fees required for this project, and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, or inspections shall be borne by the CONTRACTOR.

Article 6. COUNTY Responsibilities

6.1 COUNTY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

6.2 COUNTY shall designate one staff member to act as COUNTY'S Project Manager and/or Spokesperson.

6.3 COUNTY shall reimburse CONTRACTOR in accordance with the provisions of Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

6.4 COUNTY retains the right to inspect all work to verify compliance with the Agreement. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR

shall not incur any additional costs under this Agreement. If any work or service/Task hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.2 Subletting of Agreement. This Agreement shall not be sublet except with the prior written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Subcontracting without the prior written consent of the COUNTY may result in termination of this Agreement for cause.

7.3 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties,

services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits and coverage:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence / General Aggregate	\$1,000,000 / \$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned and hired automobiles with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers' liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificates of insurance shall identify ITB 09-0416 in the Description of Operations section of the Certificate.

The Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION
 OF THE STATE OF FLORIDA, AND THE
 BOARD OF COUNTY COMMISSIONERS,
 P.O. BOX 7800, TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

All deductibles or self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such deductible or self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims of expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of

such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of Agreement and may result in termination of the Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.4 Indemnity. CONTRACTOR shall save and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the Board of County Commissioners of Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities resulting from the negligent act, error, or omission of CONTRACTOR, its agents, employees or representatives which may arise in the performance of CONTRACTOR'S duties set forth in this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the COUNTY, when applicable, and shall pay all costs and judgments which may issue thereon.

7.5 Independent Contractor.

A. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. As an independent contractor, the CONTRACTOR shall pay any and all applicable taxes required by law and shall comply with all Federal, State, and local statutes, including but not limited to the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The CONTRACTOR shall be responsible for all income tax, FICA, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits for same shall be the responsibility of

CONTRACTOR including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers' and unemployment compensation.

B. CONTRACTOR shall hire, compensate, supervise and terminate members of its work force. The CONTRACTOR shall direct and control the manner in which work is performed including conditions under which the individuals will be assigned duties, how individuals report, and the hours individuals will work.

C. CONTRACTOR shall not be exclusively bound to the COUNTY and may provide services to other private and public entities as long as it is not in conflict and does not provide a conflict of interest with the services to be performed for the COUNTY.

D. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon the award or making of this Agreement.

7.6 Acceptance of Goods or Services. The product(s) to be provided hereunder shall be delivered to the COUNTY and maintained, if applicable to the Agreement, in full compliance to the specifications and requirements set forth in this Agreement. If a CONTRACTOR-provided product is determined to not meet the specifications and requirements of this Agreement, either prior to acceptance or upon initial inspection, the item will be returned to the CONTRACTOR at its expense. At the COUNTY'S own option, the CONTRACTOR shall either provide a direct replacement for the item or provide a full credit for the refund item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause.

7.7 Deficiencies in Work to be Corrected by the CONTRACTOR. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the Agreement regardless of project completion status. All

corrections shall be made within fifteen (15) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S Project Manager, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within fifteen (15) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place the CONTRACTOR in default, obtain the services of another contractor to correct the deficiencies, and charge the incumbent CONTRACTOR for these costs; either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the Agreement for default.

7.8 Warranty. The CONTRACTOR agrees that, unless expressly stated otherwise in this Agreement, the product and/or service furnished as a result of this Agreement shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this Agreement.

7.9 Ownership of Deliverables. Upon completion of and payment for a task CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project

described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

7.10 Materials Shall be New and Warranted Against Defects. The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the COUNTY by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR'S expense and the Agreement cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR'S expense.

7.11 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property by the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and save the COUNTY harmless from any and all claims, liability, losses, and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection herewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

7.12 Availability of Agreement to Other COUNTY Departments. Although this Agreement is specific to a COUNTY Department, it is hereby agreed and understood that any COUNTY department or agency may avail itself of this Agreement and purchase any and all items specified herein from the CONTRACTOR at the Agreement price established herein. Under these circumstances, an Agreement modification shall be issued by the COUNTY identifying the requirements of the additional COUNTY department.

7.13 Business Hours of Operation. All work performed will take place between the hours of 7:30 A.M. and 5:00 P.M., Monday through Friday. No work shall be done on Saturdays and Sundays or COUNTY Holidays except when such work is necessary for the proper care and protection of the work already performed and when permission to do such work is secured from the COUNTY Department representative. No overtime work shall be started without approval of the COUNTY Project Manager or COUNTY authorized representative. No such overtime work shall result in additional cost to the COUNTY at any time.

7.14 Compliance with Federal Standards. All labor and services under this Agreement shall be performed in accordance with all governmental standards to include but not limited to those issued by United States Department of Labor, Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

7.15 Safety. All standard equipment, work operations, safety equipment, personal protective equipment and lighting required or mandated by State, Federal, OSHA, or ADA regulations shall be provided by the CONTRACTOR. A COUNTY representative may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY representative has the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If any situation is deemed unsafe by the COUNTY Project Manager, the work provided will be shut down immediately upon notice to the CONTRACTOR and will not resume until the unsafe condition has been remedied.

All safety devices installed by the manufacturer shall be in place and in proper working conditions at all times. If the COUNTY Project Manager determines that equipment is deficient in safety services, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair or remove equipment from service until the deficiency is corrected to the satisfaction of the COUNTY Project Manager.

Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The

CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site.

7.16 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. CONTRACTOR shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with this requirement shall be borne solely by the CONTRACTOR. Barricades shall be provided by the CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

The CONTRACTOR shall designate a competent English speaking person from its organization whose duty shall be prevention of accidents at the work site. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the COUNTY. All communications to the superintendent shall be as binding as if given to the CONTRACTOR.

7.17 Maintenance of Traffic (MOT). Maintenance of traffic shall be the responsibility of the CONTRACTOR, be included in the price of services, and shall conform to Florida Department of Transportation's (FDOT) most current edition of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration's (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." All costs associated with MOT must be included with the Unit Price. If the CONTRACTOR does not comply with FHWA and MUTCD, (i.e., signs, qualified flaggers and/or barricades) the COUNTY reserves the right to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies. All lane closures shall have prior approval of the COUNTY. The use of the public roads and streets by the CONTRACTOR shall provide minimal inconvenience to the public and traffic in the area.

If an area is adjacent to the roadway and cannot be completed by the end of the workday or if the area is located in a drop of one inch (1") or more, the CONTRACTOR shall be responsible for installing lighted barricades or barrels along the side of the road.

The foregoing requirements are to be considered as a minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR employees throughout the work area.

7.18 Coordination of Projects. All projects shall be coordinated with the COUNTY Project Manager who will perform inspections for the COUNTY and verify that the work has been completed in accordance with specifications, as scheduled, and handle any problems that may arise.

All COUNTY orders shall be submitted by faxing a form to the CONTRACTOR. The CONTRACTOR shall only supply the amount that is on the form. If at any time the CONTRACTOR feels the quantity ordered is going to be insufficient, it shall contact the COUNTY Project Manger to specify the shortage. A verbal approval can be given by the COUNTY Project Manager followed by the proper paperwork. If the CONTRACTOR installs more than what has been approved, the COUNTY shall not pay for the additional amount.

When the COUNTY places an order, the COUNTY shall provide contact information of the person in charge of the project. This person is to be contacted no more than two (2) days from receipt of the order. A meeting shall be set up at the site to identify the areas that the sod is to be installed and a date for the installation to begin. If the CONTRACTOR does not attend the site meeting and/or installs sod in an area that was not intended to have sod, the COUNTY shall not pay for that portion of the job.

Article 8. General Conditions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY.

8.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

James Granger
Director of Field Services
26714 Oak Shadow Lane
Mount Dora, FL 32757

If to COUNTY:

County Manager
Lake County Administration Building
Post Office Box 7800
Tavares, FL 32778-7800

cc: Kristian Swenson
Road Operations Director
Post Office Box 7800
Tavares, FL 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.2 This Agreement contains the following Exhibits:

- Exhibit A Statement of Work
- Exhibit B Addendum #1, dated June 15, 2009
- Exhibit C Pricing Section

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 18th day of August, 2009 and by CONTRACTOR through duly authorized representative. Sept 15

CONTRACTOR

LAKE JEM FARMS, INC.

Keith Trucnow

Name: Keith Trucnow

Title: President

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Welton G. Cadwell
Welton G. Cadwell
Chairman

This 15th day of Sept, 2009.

Approved as to form and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney

CONTRACT OVERVIEW

Successful Contractor(s) shall furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the terms and conditions of the contract.

The Contractor shall provide competent and suitable personnel to perform the work as required by the specifications. The Contractor shall be fully responsible for the performance of his organization and completion of all work under this Contract. The Contractor shall maintain a dress code for their employee's with a minimum of shirt, shorts, and shoes, in decent condition, at all times while work is being performed.

The Contractor shall provide a list of qualified English speaking foremen and/or supervisors who shall perform the work within five (5) working days after award. This list shall also contain a twenty-four (24) hour emergency telephone numbers.

The Contractor shall inform the Project Manager daily as to the locations to be worked and the areas completed the previous day. The County utilizes a standard reporting form that shall be provided to the successful bidder upon contract award. The Contractor shall maintain coordination with the Project Manager at all times. Either party may request or be granted a conference upon request within two (2) working days of the request.

The use of public roads and streets by the Contractor shall provide a minimal inconvenience to the public and traffic.

SCOPE OF SERVICES

These specifications are to be used in conjunction with Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction 2007 Section 981-1 through 981-2.3 grassing and sod, or the latest version published, Attachment "2". In the event that there is a discrepancy between the specifications, the more stringent shall take precedent and the final determination shall be made by the Project Manager.

Reference: Internet website

<http://www.dot.state.fl.us/specificationsoffice/DEVELOPMENTAL/Dev981%2012-13-04.pdf>

1. **Sod Quality:** The sod shall be in commercial size rectangles of 14 inches by 24 inches, or larger rectangles and shall be healthy and well matted. Sod that is falling apart or in pieces less than specified can be rejected at the discretion of the Project Manager. The sod shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Roots shall be healthy and well matted. The sod shall be live (not dormant), fresh and uninjured at the time of delivery. The sod shall be free of grassy, invasive / exotic, broadleaf and sedge weeds, diseases, insects and nematodes (of injured populations).

2. **Sod Freshness:** The sod shall be fresh cut and shall not be left on the pallet for more than a period of seventy-two (72) hours. A letter of certification from the vendor as to when the sod was cut, and what type shall be provided to the Project Manager upon delivery of the sod to the job site.
3. **Types of Service:** All sod, rolled or pallets, shall be per specifications stated in Attachment "A", Florida Department of Transportation. Sod may be purchased in four ways, with possible variations of each method, depending upon the department's needs.
 - (a) Sod picked up by the County Departments from vendor's location within 20 miles of Lake County.
 - (b) Contractor shall furnish sod, delivered and off-loaded to any location within Lake County.
 - (c) Contractor shall furnish sod, delivered and off-loaded to any location within Lake County as well as install sod.
 - (d) Contractor shall furnish sod, delivered and off-loaded to any location within Lake County as well as install and roll sod.
4. **Installation:** If installation is required, the side of greater length of the sod shall be installed parallel with the road surface. All edges of the sod shall be placed so that no gaps between the edges are visible. The pieces shall be laid so that the edges are staggered from each other by at least six inches (6"). The County shall prepare the areas where the sod should be installed. If these areas have been disturbed after the site visit has been completed, the Contractor shall be responsible to insure that the surface is sufficiently smooth to install the sod. There shall be no overlapping of the sod allowed.
5. **Rolling:** If required as noted on the Work Request the vendor may be required to roll the sod. If so the vendor shall roll using a lightweight turf roller to provide a true and even surface without any displacement of the sod or deformation.
6. **Staples:** When required the vendor shall be required to install sod staples to secure the sod on steep slopes. There shall be two (2) staples installed per piece of sod. The staples shall be made to the following specifications.
 - i. twelve (12) gauge
 - ii. eight (8) inch long by one (1) inch wide
 - iii. made of non galvanized metal
7. **Watering:** The County may request that the Contractor water the sod that they have installed. There shall be an equivalent of one (1) inch of water spread over the newly laid sod for each application. The County will specify the quantity and days of application.
8. **Warranty:** Product and /or service shall be warranted. The product shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, the vendor shall treat affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the above specifications the vendor

SECTION 2— STATEMENT OF WORK

ITB Number: 09-0416

shall be responsible to replace it at no expense to the County. When it has been the responsibility of the vendor to install the sod the warranty shall be enforced until the sod is sufficiently established as previously described within these specifications.



Jim Granger

Office: (352) 383-7198

Fax (352) 383-9479

Cell (352) 267-4068

www.lakejemfarms.com

jgrangerlakejem@aol.com

26714 Oak Shadow Lane

Mount Dora, FL 32767

We specialize in low water use turf grasses and plants



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
318 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ITB 09-0416 Addendum 1
Page 1

ADDENDUM NO. 1

Date: June 16, 2009

BID No. 09-0416

Sod Services

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.

Change/add the following:

Page 2, Section 1.3: Method of Award

Replace: Bidders must provide pricing for all items... with Bidders should provide...

Page 15, Section 2 – Statement of Work, Scope of Services, 1. Sod Quality

Replace: rectangles of 44 inches... with rectangle of 16 inches...

Page 23, 24, and 25, Section 4, Pricing Section

Replace: Bermuda 409 with Bermuda 419 Certified

Page 25, Section 4, Pricing Section

Replace: Roll Sod with Rolling Sod

Page 26, Section 4, Pricing Section

Replace: Water Sod with Water Sod per Application

Clarification:
The County will provide M.O.T. services for sod delivery.

Firm Name: Lake Jim Farms, Inc. Date: 6-17-09
Signature:  Title: Director of Field Services
Typed/Printed Name: Jim Granger

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL

ITB # 09-0416

ITB Title: Sod Services

Contractor: Lake Jem Farms

SOD PICKED UP (within 20 miles of Lake County)						
Description	0 - 2,000 sq-ft	2,001 - 4,000 sq-ft	4,001 - 6,000 sq-ft	6,001 - 10,000 sq-ft	Over 10,001 sq-ft	Extended Evaluated Price (Average of all 5)
Bahia Argentina	\$0.090 Per SF	\$0.085 Per SF	\$0.080 Per SF	\$0.075 Per SF	\$0.070 Per SF	\$0.080
St. Augustine Floratam	\$0.180 Per SF	\$0.175 Per SF	\$0.170 Per SF	\$0.165 Per SF	\$0.160 Per SF	\$0.170 -\$0.170
Bermuda 419	\$0.180 Per SF	\$0.175 Per SF	\$0.170 Per SF	\$0.165 Per SF	\$0.160 Per SF	\$0.170 -\$0.170
St. Augustine Bitter Blue	\$0.200 Per SF	\$0.195 Per SF	\$0.190 Per SF	\$0.185 Per SF	\$0.180 Per SF	\$0.190 -\$0.190
St. Augustine Seville	\$0.200 Per SF	\$0.195 Per SF	\$0.190 Per SF	\$0.185 Per SF	\$0.180 Per SF	\$0.190 -\$0.190
St. Augustine Raleigh	Per SF	Per SF	Per SF	Per SF	Per SF	N/A
St. Augustine Palmetto	\$0.200 Per SF	\$0.195 Per SF	\$0.190 Per SF	\$0.185 Per SF	\$0.180 Per SF	\$0.190 -\$0.190
Sod Picked up Total Average						\$0.080

SOD DELIVERED						
Description	0 - 2,000 sq-ft	2,001 - 4,000 sq-ft	4,001 - 6,000 sq-ft	6,001 - 10,000 sq-ft	Over 10,001 sq-ft	Extended Evaluated Price (Average of all 5)
Bahia Argentina	\$0.190 Per SF	\$0.170 Per SF	\$0.150 Per SF	\$0.140 Per SF	\$0.130 Per SF	\$0.156
St. Augustine Floratam	\$0.260 Per SF	\$0.250 Per SF	\$0.240 Per SF	\$0.230 Per SF	\$0.220 Per SF	\$0.240
Bermuda 419	\$0.260 Per SF	\$0.250 Per SF	\$0.240 Per SF	\$0.230 Per SF	\$0.220 Per SF	\$0.240
St. Augustine Bitter Blue	\$0.280 Per SF	\$0.270 Per SF	\$0.260 Per SF	\$0.250 Per SF	\$0.240 Per SF	\$0.260
St. Augustine Seville	\$0.280 Per SF	\$0.270 Per SF	\$0.260 Per SF	\$0.250 Per SF	\$0.240 Per SF	\$0.260
St. Augustine Raleigh	Per SF	Per SF	Per SF	Per SF	Per SF	N/A
St. Augustine Palmetto	\$0.280 Per SF	\$0.270 Per SF	\$0.260 Per SF	\$0.250 Per SF	\$0.240 Per SF	\$0.260
Sod Delivered Total Average						\$1.416

ITB # 09-0416

ITB Title: Sod Services

Contractor: Lake Jem Farms

SOD DELIVERED AND INSTALLED						
Description	0 - 2,000 sq-ft	2,001 - 4,000 sq-ft	4,001 - 6,000 sq-ft	6,001 - 10,000 sq-ft	Over 10,001 sq-ft	Extended Evaluated Price (Average of all)
Bahia Argentina	\$0.330 Per SF	\$0.300 Per SF	\$0.270 Per SF	\$0.250 Per SF	\$0.230 Per SF	\$0.276
St. Augustine Floratam	\$0.390 Per SF	\$0.370 Per SF	\$0.340 Per SF	\$0.320 Per SF	\$0.300 Per SF	\$0.344
Bermuda 419	\$0.390 Per SF	\$0.370 Per SF	\$0.340 Per SF	\$0.320 Per SF	\$0.300 Per SF	\$0.344
St. Augustine Bitter Blue	\$0.410 Per SF	\$0.390 Per SF	\$0.360 Per SF	\$0.340 Per SF	\$0.320 Per SF	\$0.364
St. Augustine Seville	\$0.410 Per SF	\$0.390 Per SF	\$0.360 Per SF	\$0.340 Per SF	\$0.320 Per SF	\$0.364
St. Augustine Raleigh	Per SF	Per SF	Per SF	Per SF	Per SF	N/A
St. Augustine Palmetto	\$0.410 Per SF	\$0.390 Per SF	\$0.360 Per SF	\$0.340 Per SF	\$0.320 Per SF	\$0.364
Sod Delivered and Installed Total Average						\$2.056

MISCELLANEOUS BID ITEMS						
Description	0 - 2,000 sq-ft	2,001 - 4,000 sq-ft	4,001 - 6,000 sq-ft	6,001 - 10,000 sq-ft	Over 10,001 sq-ft	Extended Evaluated Price (Average of all)
Staples Installed	\$0.050 Per SF	\$0.040 Per SF	\$0.030 Per SF	\$0.030 Per SF	\$0.030 Per SF	\$0.036
Roll Sod	\$0.030 Per SF	\$0.020 Per SF	\$0.010 Per SF	\$0.010 Per SF	\$0.010 Per SF	\$0.016
Water Sod	\$0.230 Per SF	\$0.190 Per SF	\$0.150 Per SF	\$0.110 Per SF	\$0.060 Per SF	\$0.148
Staples Purchased	Per SF	Per SF	\$0.150 Per SF	\$0.090 Per SF	\$0.050 Per SF	\$0.097
Miscellaneous Bid Items Total Average						\$0.297

Sum of All Pricing Section						\$3.849
----------------------------	--	--	--	--	--	---------

Interact

ROSEWOOD CONDOMINIUM HOMEOWNERS ASSC IN
300 000 4749 8781 | CD | CONSUMER

Bank of America

Session
One Two Three Research

General Interest Event History

ROSEWOOD CONDOMINIUM HOMEOWNERS ASSC IN

Details

TIN: 59-2644549
 APY: 0.4%
 Rate: 0.4%
 Interest Accrued: \$1.35
 Interest Paid - YTD: \$5.12
 Interest Paid - Last Year: \$20.52
 Penalty Last Year: \$0.00
 Penalty YTD: \$0.00
 Next Interest Compound Date: 4/30/2012
 Last Interest Compound Date: 3/31/2012
 Last Interest Compound Amt.: \$25.64

Payment

Distribution Frequency: NOT APPL
 Method: REINVEST
 Last Payment Date: 3/31/2012
 Last Payment: \$1.75
 Next Payment Date: 4/30/2012
 Payment Notice Mailed: No
 Combined Payment: NO
 Transfer Account:
 Routing/Transit#: ROSEWOOD CONDOMINIUM
 Name:

Tax Withholding

Exempt from Withholding: NO
 Withholding Reason: NONE
 Withholding %: %
 Backup Withholding?

SEARCH REMOVE END

Accounts

-8781	CD	\$5,145.88
-0920	CD	\$10,172.86
-1087	CD	\$6,706.49
-9050	CD	\$5,070.70
-0322	CD	\$20,295.37

Opportunities

PER. FINANCIAL REVIEW SB

Options

- Work Items Window
- Problem Tracker Commit
- Assoc. Verification System
- Privacy Choices
- Maintenance
- Collateral Exceptions
- Photo Security
- Print Forms
- Image Viewer
- Interact News
- Recent Items

**AGENDA SUMMARY
TAVARES CITY COUNCIL
MAY 2, 2012**

AGENDA TAB NO. 4

FIRST READING

**SUBJECT TITLE: Ordinance 2012-12
Annexation & Rezoning –Morgan & Morgan Property Hwy 441**

OBJECTIVE:

To consider the annexation and rezoning to General Commercial of approximately 1.41 acres of property located on the north side of US 441 approximately 750 feet east of Lake Eustis Drive.

SUMMARY:

The subject property is located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive and west of Lake Junietta (existing Morgan & Morgan law office and adjacent vacant parcel). The property is approximately 1.41 acres in size. The property consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office. The easterly parcel abuts Lake Junietta and is vacant. The City is concurrently processing a future land use map amendment to re-designate the property from Lake County Urban Low to City of Tavares Commercial on the Future Land Use Map 2020. The applicant is proposing to erect a billboard sign on the vacant parcel.

STAFF COMMENT:

Lands adjacent and across the road from the subject property are commercial in nature. The property is contiguous to the city. The applicant will be required to connect the existing law office to the city's waste water system within six months of the effective date of annexation. A gravity sewer line runs in front of the building on Lake Eustis Drive. All costs to connect city services to the property will be borne by the owner. A site plan demonstrating compliance with all city regulations including applicable state and federal environmental laws must be approved prior to the issuance of any building permits for the billboard sign. It is staff's opinion that a General Commercial (C-1) zoning is the most compatible designation for this property.

OPTIONS:

No Council action required on First Reading.

PLANNING & ZONING BOARD RECOMMENDATION

At its April 19th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2012-12.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2012-12.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2012-12

1
2
3 AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE
4 BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY
5 1.41 ACRES LOCATED ON THE NORTH SIDE OF US HWY 441
6 APROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE;
7 REZONING SAID PROPERTY FROM LAKE COUNTY
8 COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL
9 PROFESSIONAL (RP) TO CITY OF TAVARES GENERAL
10 COMMERCIAL (C-1); SUBJECT TO THE RULES,
11 REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY
12 OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY;
13 PROVIDING FOR AN EFFECTIVE DATE.
14

15 WHEREAS, the owner of the property described in Exhibit "A" has voluntarily
16 petitioned to annex into the City of Tavares, and

17 WHEREAS, the property legally defined in Exhibit "A" is contiguous with the
18 corporate limits of the City of Tavares and the annexation of said property will not result in
19 the creation of any enclave; and

20 WHEREAS, the City of Tavares, Florida, is in a position to provide municipal
21 services to the property described herein and the owner of said property has agreed to
22 connect to the municipal wastewater system within 6 months of the effective date of this
23 ordinance; and,

24 WHEREAS, the City Council of the City of Tavares, Florida, deems it in the best
25 interest of the City to accept said petition and to annex said property; and,

26 WHEREAS, the property is currently zoned in part Lake County Commercial (C-
27 1) and in part Lake County Residential Professional (RP) and the applicant has
28 requested that said property be rezoned to a City designation of General Commercial
29 (C-1); and,

30 WHEREAS, this property fronts onto U.S. 441 which is designated by the Lake
31 County future land use map as Lake County Urban Low and therefore a commercial
32 designation is in compliance with the Lake County Comprehensive Plan; and,

33 WHEREAS, the City is concurrently processing a future land use map
34 amendment to re-designate the property from Lake County Urban Low to a City of
35 Tavares Commercial designation on the Future Land Use Map 2020; therefore

36
37 BE IT ORDAINED by the City Council of the City of Tavares, Florida, as follows:
38

1 **Section 1. Annexation**

2 The property legally defined as and depicted in **Exhibit "A"** attached hereto,
3 situated in Lake County, Florida, is hereby incorporated into and made a part of the City
4 of Tavares, Florida, pursuant to the voluntary annexation provisions of Section 171.044,
5 Florida Statutes.

6
7 **Section 2. Rezoning**

8 The property described in **Exhibit "A"** shall hereby be rezoned from Lake
9 County Commercial (C-1) and Lake County Residential Professional (RP) to City of
10 Tavares General Commercial (C-1) and shall be subject to the provisions contained
11 within the Land Development Regulations for this zoning designation.

12
13 **Section 3. Severability.**

14 Upon a determination by a court of competent jurisdiction that a portion of this
15 ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain
16 in full force and effect.

17
18 **Section 4. Effective Date.**

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

21
22
23 **PASSED AND ORDAINED** this _____ of _____, 2012, by the City
24 Council of the City of Tavares, Florida.

25
26
27 _____
28 Robert Wolfe, Mayor
29 Tavares City Council

30 First Reading: _____

31
32 Passed Second Reading: _____

33
34
35 ATTEST:

36
37 _____
38 Nancy Barnett, City Clerk

1 APPROVED AS TO FORM AND LEGALITY:
2
3

4 _____
Robert Q. Williams, City Attorney
5
6
7
8
9

10
11 **EXHIBIT A**
12
13

DESCRIPTION: (AS FURNISHED)

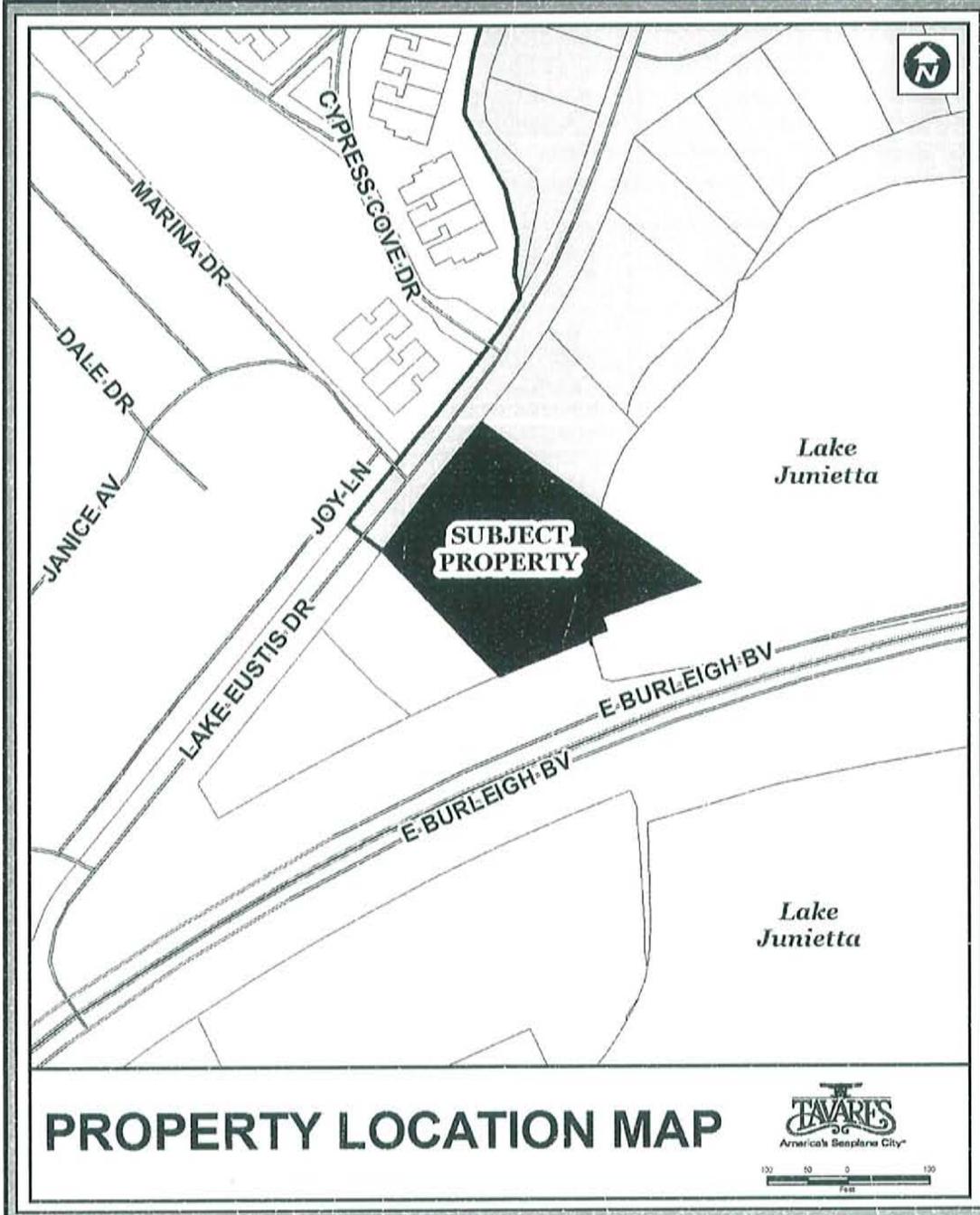
A PORTION OF LAND LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, NORTH 89°41'55" WEST, 939.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500, SAID POINT ALSO BEING THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 3,014.93 FEET, A CENTRAL ANGLE OF 02°24'32" AND A CHORD BEARING AND DISTANCE OF SOUTH 70°56'51" WEST, 126.75 FEET; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES, (1) ALONG THE ARC OF SAID CURVE 126.76 FEET TO A POINT ON A NON-TANGENT LINE; (2) SOUTH 20°15'25" EAST, 18.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,996.93 FEET, A CENTRAL ANGLE OF 02°47'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°21'05" WEST, 145.57 FEET; (3) ALONG THE ARC OF SAID CURVE 145.59 FEET; THENCE NORTH 42°39'17" WEST, 124.44 FEET; THENCE NORTH 42°44'17" WEST, 86.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LAKE EUSTIS DRIVE; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°13'52" EAST, 95.46 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 37°21'17" EAST, 108.00 FEET; THENCE SOUTH 52°40'10" EAST, 339.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,474 SQUARE FEET, OR 1.411 ACRES MORE OR LESS.

14
15
16

CITY OF TAVARES



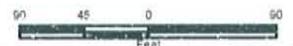
Created By: City of Tavares GIS F:\2012\DATA\PROJECT FILES\M&M Mount Dora LLC - Annex Rezone - SRFLUM - 122012-04\GIS\GIS_Maps\MOUNT_DORA_AU.mxd Map Created on 3/27/12

1

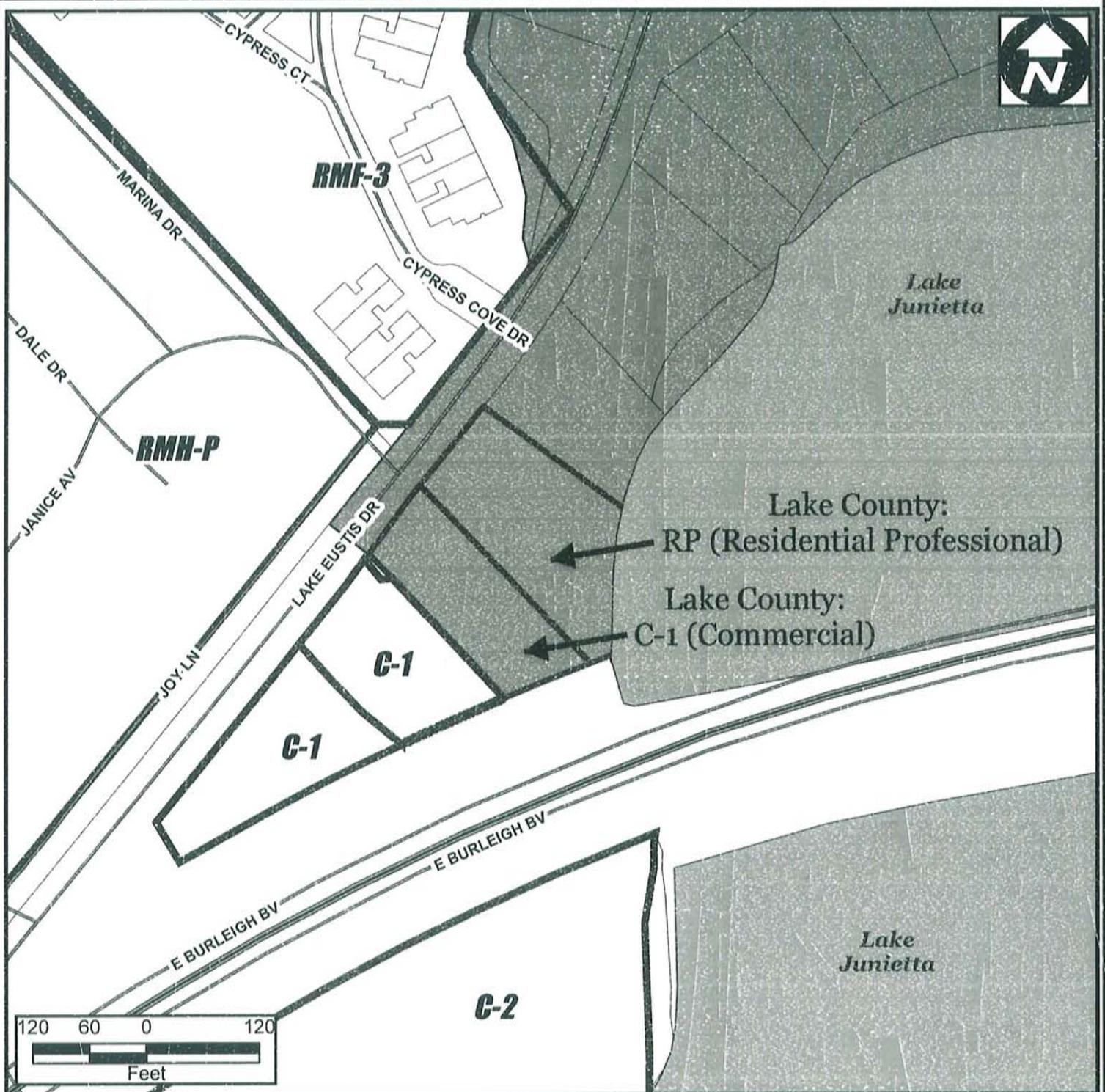
CITY OF TAVARES



PROPERTY LOCATION MAP



CITY OF TAVARES ORDINANCE # 2012-12



- RSF-A Residential Single Family
- RSF-1 Residential Single Family
- RMF-2 Residential Multi-Family
- RMF-3 Residential Multi-Family
- RMH-S Residential Manufactured Home Sub.
- RMH-P Residential Manufactured Home Park
- PD Planned Development District
- MU Mixed Use District
- C-1 General Commercial
- C-2 Highway Commercial
- CD Commercial Downtown District
- I Industrial District
- PFD Public Facilities District



ZONING MAP

ORDINANCE # 2012-12

M&M Mount Dora, LLC

Current: County C-1, RP
 Proposed: City C-1
 01.42 ± Acres

Legend	
	CITY BOUNDARY
	ZONING
	SUBJECT PROPERTY
	UNINCORPORATED
	MAJOR ROADS
	STREETS
	PARCELS
	CONSERVATION WETLANDS

1 **1) M& M Mount Dora, LLC – Annexation, Rezoning Ordinance 2012-12**

2
3 Jacques Skutt, Community Development Director provided the following staff report;

4
5 The subject property is located on the north side of U.S. 441 approximately 750 feet east of
6 Lake Eustis Drive and west of Lake Junietta (existing Morgan & Morgan law office and
7 adjacent vacant parcel). The property is approximately 1.41 acres in size. The property
8 consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office.
9 The easterly parcel abuts Lake Junietta and is vacant. The City is concurrently processing a
10 future land use map amendment to re-designate the property from Lake County Urban Low to
11 City of Tavares Commercial on the Future Land Use Map 2020. The applicant is proposing to
12 erect a billboard sign on the vacant parcel.

13
14 Staff recommended that the Planning and Zoning Board move to recommend approval of
15 Ordinance 2012-12.

16
17 Chairman Adams asked if there was anyone in the audience who would like to make a
18 comment. Mr. Brad Cooper of Clear Channel and speaking on behalf the applicant said that
19 he was available to answer questions.

20
21 John Tanner asked to discuss the proposed billboard. There was discussion as to whether the
22 billboard was permitted and if the location was appropriate. It was determined that as a sign,
23 concerns regarding billboards could be addressed by review of the sign chapter of the Land
24 Development Regulations.

25
26 **MOTION**

27
28 **Gary Santoro moved to recommend approval of Ordinance 2012-12. The motion was**
29 **seconded by Norb Thomas. The motion carried unanimously 6-0.**

30
31 **2) M&M Mount Dora, LLC – SSFLUM - Ordinance 2012-13**

32
33 Jacques Skutt, Community Development Director provided the following staff report;

34
35 Ordinance 2012-13 proposes a small scale amendment to the Future Land Use Map 2020 of the
36 Comprehensive Plan.

37
38 The subject property (Parcel Alternate Key Numbers 1217032 & 1217083) is 1.41 acres in
39 size, located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive
40 and west of Lake Junietta. An application to annex and rezone this property to a general
41 commercial designation is concurrently under consideration. This ordinance would amend the
42 current Future Land Use Designation from Lake County Urban Low to City Commercial.

43
44 Future Land Use Amendment

45 The city is required to place a future land use designation on annexed property. The subject property is
46 currently designated Lake County Urban Low. A City Commercial designation is most compatible with
47 surrounding property.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
MAY 2, 2012**

AGENDA TAB NO. 5

FIRST READING

**SUBJECT TITLE: Ordinance 2012-13
Small Scale FLUM Amendment- Morgan & Morgan Property Hwy 441**

OBJECTIVE:

To consider a Future Land Use Map amendment for approximately 1.41 acres of property located on the north side of US Highway 441 approximately 750 feet east of Lake Eustis Drive.

SUMMARY:

Ordinance 2012-13 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1217032 & 1217083) is 1.41 acres in size, located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive and west of Lake Junietta. An application to annex and rezone this property to a general commercial designation is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Lake County Urban Low to City Commercial.

Future Land Use Amendment

The city is required to place a future land use designation on annexed property. The subject property is currently designated Lake County Urban Low. A City Commercial designation is most compatible with surrounding property.

Compatibility

Properties adjacent and across the road from this property are commercial in nature.

Site Conditions

The property consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office. The easterly parcel abuts Lake Junietta and is vacant. The applicant is proposing to erect a billboard sign on the vacant parcel. A site plan demonstrating compliance with all city regulations including applicable state and federal environmental laws must be approved prior to the issuance of any building permits for the billboard sign.

Impact on City Services

The subject property is located in the City's Utility Service Area. The City of Tavares has municipal water and sewer services available to the subject parcel and the existing law office is required to connect to city utilities. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Since the property is currently designated Urban under the County's Comprehensive Plan, impacts on Levels of Service are not implicated.

FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

OPTIONS:

No Council action required at First Reading.

PLANNING AND ZONING BOARD RECOMMENDATION

At its April 19th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2012-13.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2012-13.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

ORDINANCE 2012-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.41 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HWY 441 APROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the property described in **Exhibit "A"** has voluntarily petitioned to annex into the City of Tavares, and

WHEREAS, the City of Tavares is concurrently processing the annexation of this property with proceedings to amend the Future Land Use Map 2020 designation pertaining to said property from Lake County Urban Low to City of Tavares Commercial; and

WHEREAS, the property consists of less than ten acres;

WHEREAS, the City of Tavares has advertised as required by law for two public hearings prior to adoption of this ordinance; and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and

WHEREAS, the City desires to encourage commercial uses in this particular area of the City, and

WHEREAS, a Commercial Future Land Use designation is compatible with surrounding designations and such designation is compatible with both City of Tavares and Lake County surrounding future land use designations; and

WHEREAS, the City of Tavares Planning and Zoning Board, Local Planning Agency, and City Council held duly noticed public hearings providing opportunity for individuals to hear and be heard regarding the adoption of the proposed map amendment; and,

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

3
4 **WHEREAS**, the City Council finds this amendment in compliance with Chapter 163,
5 Florida Statutes, and the City of Tavares Comprehensive Plan; and

6
7 **WHEREAS**, adoption of this amendment is in the best interest of the health, safety, and
8 general welfare of the citizens of Tavares.

9
10 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Tavares,
11 Florida as follows

12
13 **Section 1. Future Land Use Amendment**

14 The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares,
15 Florida, is hereby amended to reflect a re-designation from Lake County Urban Low to City of
16 Tavares Commercial on certain real property as legally described in Exhibit "A". All provisions
17 of the Comprehensive Plan shall hereby apply to said property.

18
19 **Section 2. Severability and Conflicts**

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

24
25 **Section 3. Transmittal**

26 The City Administrator is hereby authorized and directed to transmit the adopted
27 Comprehensive Plan amendments to the Florida Department of Community Affairs, the East
28 Central Florida Regional Planning Council, the St. Johns River Water Management District, the
29 Department of Environmental Protection, the Florida Department of Transportation, and any
30 other governmental agency in the state of Florida that has filed a written request with the City
31 Council for a copy of the Comprehensive Plan within 10 working days of the adoption of this
32 Ordinance as specified in the State Land Planning Agency's procedural rules.

1 **Section 4. Effective Date**

2 The effective date of this plan amendment, if the amendment is not timely challenged,
3 shall be 31 days after the state land planning agency notifies the local government that the plan
4 amendment package is complete. If timely challenged, this amendment shall become effective
5 on the date the state land planning agency or the Administration Commission enters a final order
6 determining this adopted amendment to be in compliance. No development orders, development
7 permits, or land uses dependent on this amendment may be issued or commence before it has
8 become effective. If a final order of noncompliance is issued by the Administration Commission,
9 this amendment may nevertheless be made effective by adoption of a resolution affirming its
10 effective status, a copy of which resolution shall be sent to the state land planning agency.

11
12
13 **PASSED AND ADOPTED** this _____ day of _____, 2012 by the City Council of
14 the City of Tavares, Florida.

15
16
17 _____
18 Robert Wolfe, Mayor
19 Tavares City Council
20

21
22 First Reading: _____

23
24 Second Reading & Final Adoption: _____

25
26
27 ATTEST:

28
29
30 _____
31 Nancy A. Barnett, City Clerk

32
33 Approved as to form:

34
35
36
37 _____
38 Robert Q. Williams, City Attorney
39

1
2
3
4

EXHIBIT "A"

DESCRIPTION: (AS FURNISHED)

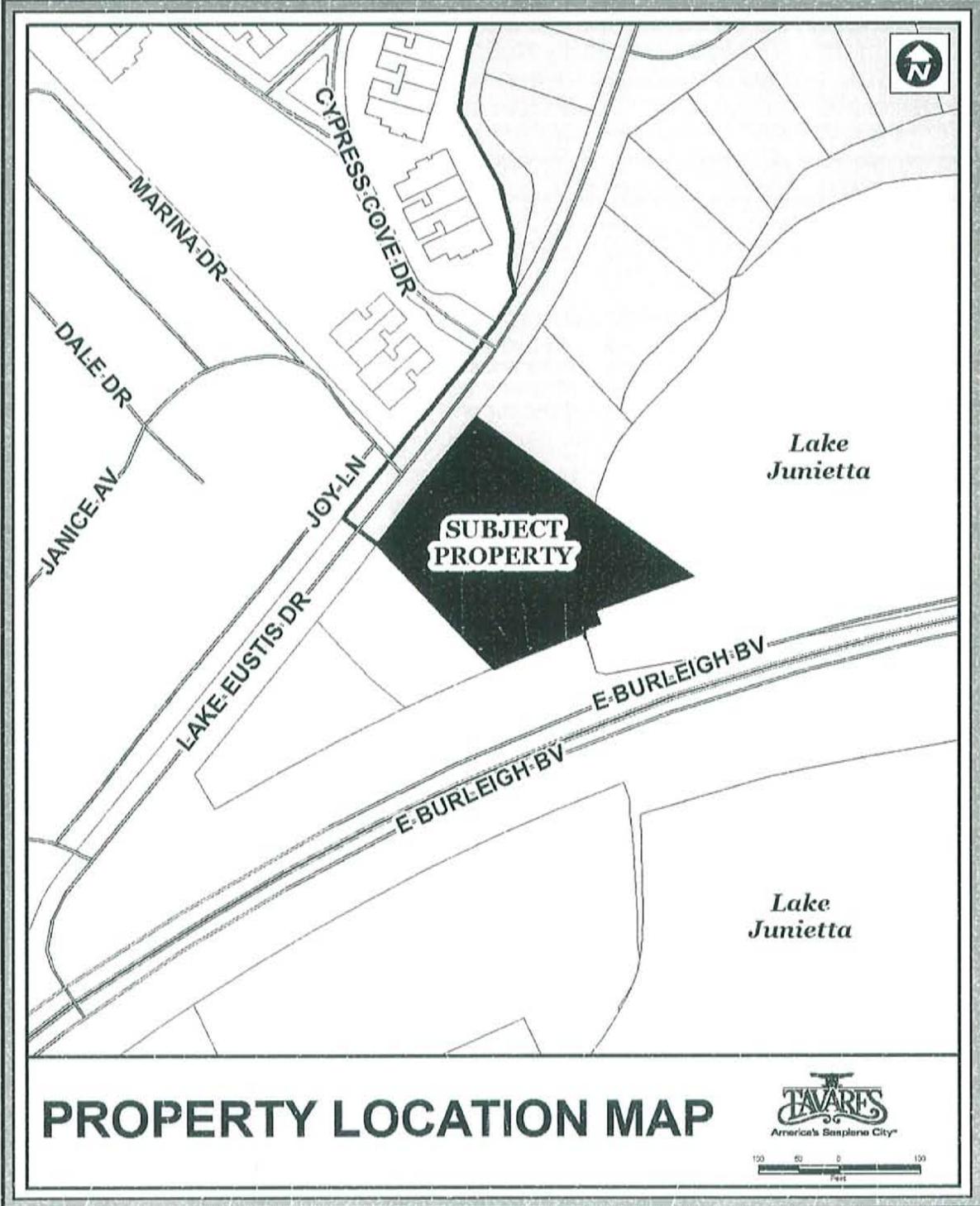
A PORTION OF LAND LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, NORTH 89°41'55" WEST, 939.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500, SAID POINT ALSO BEING THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 3,014.93 FEET, A CENTRAL ANGLE OF 02°24'32" AND A CHORD BEARING AND DISTANCE OF SOUTH 70°56'51" WEST, 126.75 FEET; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES, (1) ALONG THE ARC OF SAID CURVE 126.76 FEET TO A POINT ON A NON-TANGENT LINE; (2) SOUTH 20°15'25" EAST, 18.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,996.93 FEET, A CENTRAL ANGLE OF 02°47'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°21'05" WEST, 145.57 FEET; (3) ALONG THE ARC OF SAID CURVE 145.59 FEET; THENCE NORTH 42°39'17" WEST, 124.44 FEET; THENCE NORTH 42°44'17" WEST, 86.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LAKE EUSTIS DRIVE; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°13'52" EAST, 95.46 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 37°21'17" EAST, 108.00 FEET; THENCE SOUTH 52°40'10" EAST, 339.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,474 SQUARE FEET, OR 1.411 ACRES MORE OR LESS.

5
6

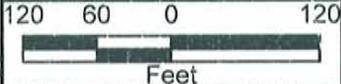
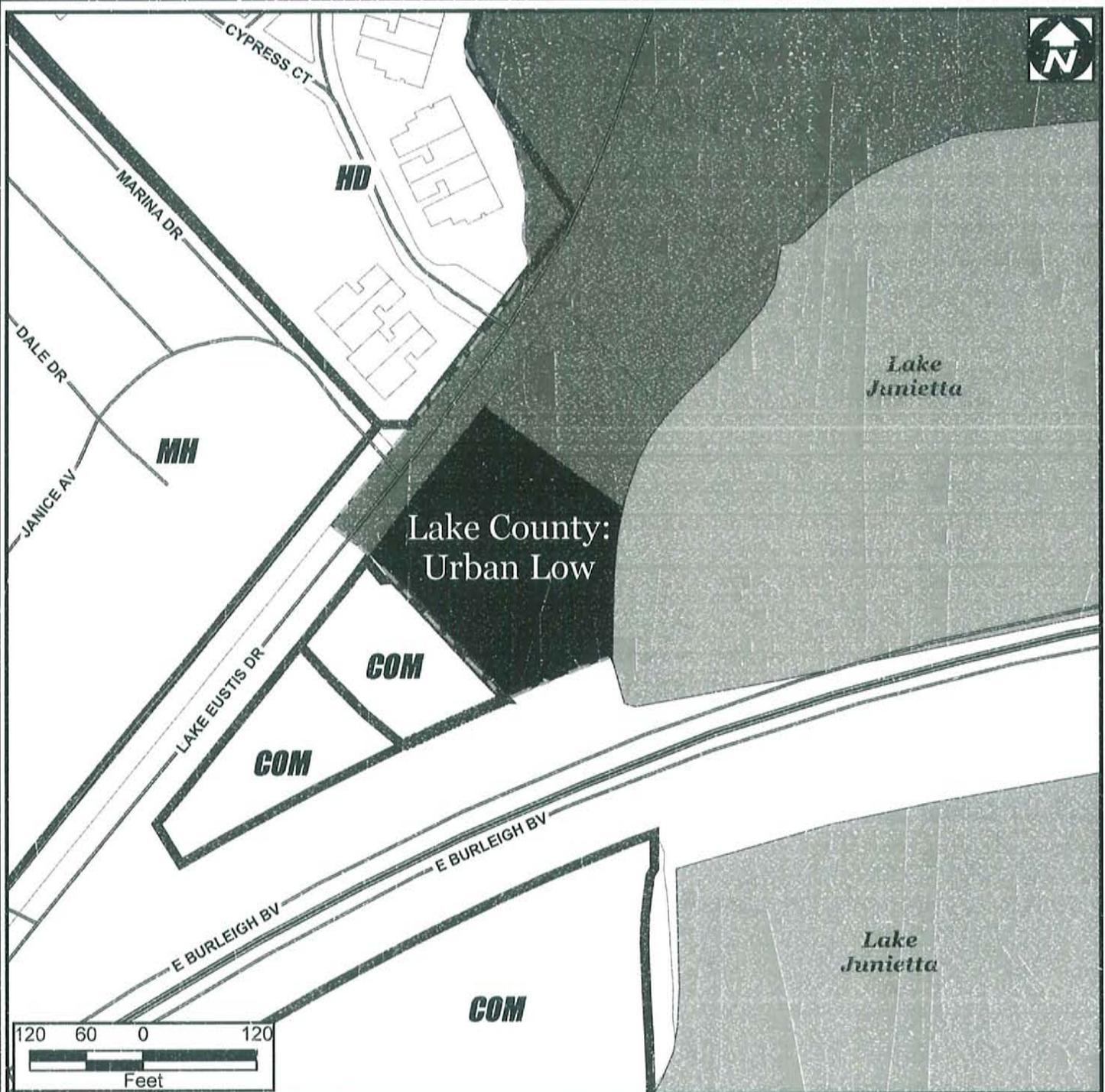
CITY OF TAVARES



Created By City of Tavares GIS F:\PZDATA\PROJECT FILES\M&M Mount Dora LLC - Annex Rezone - SS FLUM - PZ2012-04\GIS\GIS Maps\MOUNT_DORA_AD.mxd Map Created on 3/27/12

1

CITY OF TAVARES ORDINANCE # 2012-13



SUB	Suburban	3.0 DU/Acre
SUB EX	Suburban Expansion	4.0 DU/Acre
LOW	Low Density	5.6 DU/Acre
MOD	Moderate Density	10 DU/Acre
MED	Medium Density	12 DU/Acre
HD	High Density	12-25 DU/Acre
MH	Mobile Home	8.7 DU/Acre
MUN	Mixed Use Neighborhood	12 DU/Acre
MUC	Mixed Use Commercial	25 DU/Acre
COM	Commercial	
CD	Commercial Downtown	25 DU/Acre
IND	Industrial	
PUB	Public Facility/Institutional	
CONS	Westlands & Conservation	

FUTURE LAND USE MAP ORDINANCE # 2012-13

M&M Mount Dora, LLC

Current: County Urban LOW
Proposed: City Commercial
01.42 ± Acres

Legend	
	CITY BOUNDARY
	FLU
	SUBJECT PROPERTY
	UNINCORPORATED
	MAJOR ROADS
	STREETS
	CONS/WETLANDS
	PARCELS

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Client Name: CITY OF TAVARES
 Advertiser: Lake/D 2/LAK
 Section/Page/Zone: ORD 2012-12 AND 13
 Ad Number: 092027702
 Insertion Number: 092027702
 Size: 3 x 10.5
 Color Type: B&W

irish mist AIR DUCT CLEANING

Residential • Commercial

whole house special \$199.00

- Wash Spray Duct
- Wash Coils
- Main Return Out
- Up To 10 Vents

States-Of-The-Art Vacuum Trucks

- Reduce Allergy Suffering
- Remove Dirt & Dust
- Remove Mold & Bacteria
- Remove Animal Hair & Odors
- Improved Efficiency
- Sanitizing Available

irish mist CARPET CLEANERS

Residential • Commercial

whole house special \$109.00

My Contribution of \$3000, Shingles or Walls

Added Services Available

- The Great County Women's Cleanup
- Upholstery Cleaning special \$25-\$50/ft (seated) \$100-150

Truck Mounted Equipment

- Personal Carpet
- Soft Pad for Autos
- No Dyeing

OFFICE HOURS: MONDAY - FRIDAY 9-5, SATURDAY 10-2

Mount Dora 352-383-9808 | The Villages 352-381-1839 | Toll Free 800-387-5771

If someone wears a hearing aid and no one can see it, is it really there?

New discreet hearing instruments from Siemens.

These days, hearing loss affects people at any age. But just because you know you need hearing aids doesn't mean anyone else has to. Our new hearing instruments from Siemens—the world's largest and most innovative hearing instrument company—can help you hear better without advertising the fact that you're wearing them.

Call for your appointment and free consultation today.

Lake Medical Hearing Centers
 Family Owned and Operated

CLERMONT 243-HEAR (4327) 221 N US Hwy 27, Suite H (Across from The Citrus Tower)

EUSTIS 483-HEAR (4327) 2755 S. Bay Street, Suite F (Across from Tractor Supply Company)

71810 www.lakemedicalhearing.com

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2012-12 and Ordinance 2012-13 titled as follows:

ORDINANCE 2012-12

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 141 ACRES LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; REZONING SAID PROPERTY FROM LAKE COUNTY COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL PROFESSIONAL (RP) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 141 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE, FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES COMMERCIAL, PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2012-12 and Ordinance 2012-13 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on April 19, 2012 at 3 p.m. and
2. Tavares City Council meeting on May 2, 2012 at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on May 16, 2012 at 4 p.m. (Second Reading - Adoption Hearing)

All meetings will be conducted in the Tavares City Council Chamber in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2012-12 and Ordinance 2012-13 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday at City Hall.

Interested parties may appear at the meetings and at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinance. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department, City of Tavares, 201 East Main Street, Tavares, Florida 32778. Telephone: (352) 742-6438, at least 2 (two) working days prior to the date of the Public Hearing. If you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at (352) 742-6404.



Extension office offers free programs at county libraries

BY DEBBIE MANIS
 Staff Writer

The University of Florida/Lake County extension office will offer several free programs at the following libraries:

Get tips at "De-Clutter Your Life" from 2 to 3:30 p.m. Wednesday at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont. Participants will learn the principles of good storage, how long and where to store important documents and how to overcome barriers to organization.

"Women and Money" will be offered from 2 to 3:30 p.m. April 23 at Lady Lake Public Library, 225 W. Ocala St. Participants will learn how to take charge of their financial life.

The program also will be offered from 2 to 3:30 p.m. May 2 at Cooper Memorial Library.

For more information, email Julie England at the Lake County Extension Office at julieeng@ufl.edu or call 352-343-4101, Ext. 2721.

Benefit jewelry sale

Leesburg Regional Medical Center Auxiliary will have a fundraising jewelry sale from 7 a.m. to 4 p.m. Wednesday and Thursday in the west lobby of the hospital, 600 E. Dixie Ave. Jewelry will be provided by the Marketplace Jewelry Company. All items are \$5. Proceeds will benefit the hospital.

Housing Expo

Marion County Community Services and other community groups and businesses will present the 12th annual Ocala/Marion County Housing Expo from 10 a.m. to 2 p.m. Saturday at the Silver Springs Shores Community Center, 590 Silver Road, Ocala.

Participants will receive free expert advice and help about home-buying, house repairs and foreclosure.

Details: 352-678-8770

Meetings

- Lake Minneola High School's advisory committee will be at 6 p.m. today in the media center, 101 N. Hancock Road, Minneola. Topics will include end of course exams, FCAT updates and plans for 2013 school year. Details: 352-394-9600.
- Chain Stitches Chapter of the Embroiderers' Guild of America meets from 1 to 3 p.m. the third Wednesday of every month in Room A-7 at the Leesburg Public Library, 100 E. Main St. Participants can learn the art of hand embroidery. Details: 352-325-0456.
- Vietnam Veterans of America Chapter 3026 meets at 6:30 p.m. the third Wednesday of every month at the Veterans of Foreign Wars Post 8087, 4065 County Road 19A, Mount Dora.

Furniture collection

Marion County residents can get rid of unwanted furniture at recycling centers. Marion County Solid Waste Department holds furniture collection every month from 7 a.m. to 5 p.m.

Collections dates will be at the following locations:

- Saturday Weirsdale recycling center, 13355 S.E. 14th St., Weirsdale.
- April 28, Orange Lake recycling center, 18290 NW 3rd Court, Orange Lake.
- May 5, Florida Highlands recycling center, 8390 SW 15th St., Dunnellon.
- May 12, Salt Springs recycling center, 13580 N.E. 203rd Avenue Road, Silver Springs.
- May 19, South Forest recycling center, 15490 S.E. 182nd Avenue Road, Unimathla.
- May 26, Wright Road recycling center, 1090 NW 90th Ave., Reddick.

Details: 352-678-8455 or marioncountylife.org/solidwaste.htm

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778-4366, fax 352-742-5938 or dmanis@orange.com

RETIRE SMART

Coping in low-interest world not easy

BY JILL SCHLESINGER
 Tribune Media Services

A reader writes: "My CD is maturing next month. What are my alternatives in this low-interest world?" I field this question at least once a week and all I can think is, "Tity the poor saver!"

To boost the economy, the Federal Reserve has been slashing short-term interest rates (the Fed Funds rate) to the historically low levels of 0 to 0.25 percent, the range at which rates have been for over three years, running. As a result, interest on everything from savings accounts to money market funds to CDs is meager at best. What's a good saver to do?

First, let's make sure that we differentiate between those who want to bump up the interest on their emergency reserve funds (12 months of living expenses for retirees, 9-12 months for pre-retirees) and those who have used CDs as part of their total retirement investments.

For emergency reserves, you must have the ability to access your money quickly. This is a concept known as "liquidity," and it's important regardless of your age, but even more so during retirement. Checking accounts, savings accounts, money market funds and 3-, 6-, 9- or 12-month CDs have all been the vehicles of choice for emergency funds, even when interest rates for those instruments are lower than 0.5 percent.

But don't give up too easily! My colleague

Allan Roth has directed me to a fabulous website that keeps track of the best options among the various account types, websites, post offices and so on. At this site, you will see that some banks and credit unions offer 5-, 6-, or 7-year CDs at 1.8-2.4 percent, with minimal 90-day early withdrawal penalties. For every \$10,000 in emergency reserves, you may be able to increase your earnings by \$975-\$205 a year.

Another idea for your emergency reserves is Series I US Savings Bonds, which have two components: a fixed rate that remains the same throughout the life of the bond, and a variable inflation rate that is adjusted twice a year (May and November) based on changes in the Consumer Price Index. Today the first component pays 3.05 percent, which is a heck of a lot better than the 0.5 percent that you're earning on short-term CDs! How does it work? Interest from the bond is added to the bond's value each month. That means that you don't receive periodic interest payments, but rather you collect the interest when you cash in your bonds. Note that there are two downsides to I-bonds: You can only buy \$10,000 per person, per year, and you have to hold them for at least one year.

Jill Schlesinger is a writer-at-large for CBSMoneyWatch.com. Contact her with questions and comments at aschill@moneywatch.com.

PICKLES



EVERYONE GOT PROBLEMS, NEIGHBOUR. THE BEST WAY TO GET RID OF A PROBLEM IS TO SOLVE IT.

MY GRANDMA ONCE SAID "WHEN YOU GET TO THE END OF YOUR ROPE, THE AUNT AUNT MAKE A SWING."

ACTUALLY, THAT WAS BAD ADVICE.

HAVE YOU EVER TRIED SWAPPING WARE? SHE SAYS SHE GOT RID OF A PROBLEM BY PUTTING A WREN IN YOUR GETTING FOR A WEEK!

How to reach us: Lake County newsroom contacts

COUNTY EDITOR
 TERRY FOLEY
 tfoley@orlandosentinel.com
 352-742-6796

COMMUNITY EDITOR
 JANA EAGLES
 jeagles@orlandosentinel.com
 352-742-6797

LAKE NEWS ONLINE
 LakeSentinel.com
 7-800-359-3057

1 **1) M& M Mount Dora, LLC – Annexation, Rezoning Ordinance 2012-12**

2
3 Jacques Skutt, Community Development Director provided the following staff report;

4
5 The subject property is located on the north side of U.S. 441 approximately 750 feet east of
6 Lake Eustis Drive and west of Lake Junietta (existing Morgan & Morgan law office and
7 adjacent vacant parcel). The property is approximately 1.41 acres in size. The property
8 consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office.
9 The easterly parcel abuts Lake Junietta and is vacant. The City is concurrently processing a
10 future land use map amendment to re-designate the property from Lake County Urban Low to
11 City of Tavares Commercial on the Future Land Use Map 2020. The applicant is proposing to
12 erect a billboard sign on the vacant parcel.

13
14 Staff recommended that the Planning and Zoning Board move to recommend approval of
15 Ordinance 2012-12.

16
17 Chairman Adams asked if there was anyone in the audience who would like to make a
18 comment. Mr. Brad Cooper of Clear Channel and speaking on behalf the applicant said that
19 he was available to answer questions.

20
21 John Tanner asked to discuss the proposed billboard. There was discussion as to whether the
22 billboard was permitted and if the location was appropriate. It was determined that as a sign,
23 concerns regarding billboards could be addressed by review of the sign chapter of the Land
24 Development Regulations.

25
26 **MOTION**

27
28 **Gary Santoro moved to recommend approval of Ordinance 2012-12. The motion was**
29 **seconded by Norb Thomas. The motion carried unanimously 6-0.**

30
31 **2) M&M Mount Dora, LLC – SSFLUM - Ordinance 2012-13**

32
33 Jacques Skutt, Community Development Director provided the following staff report;

34
35 Ordinance 2012-13 proposes a small scale amendment to the Future Land Use Map 2020 of the
36 Comprehensive Plan.

37
38 The subject property (Parcel Alternate Key Numbers 1217032 & 1217083) is 1.41 acres in
39 size, located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive
40 and west of Lake Junietta. An application to annex and rezone this property to a general
41 commercial designation is concurrently under consideration. This ordinance would amend the
42 current Future Land Use Designation from Lake County Urban Low to City Commercial.

43
44 Future Land Use Amendment

45 The city is required to place a future land use designation on annexed property. The subject property is
46 currently designated Lake County Urban Low. A City Commercial designation is most compatible with
47 surrounding property.

1 Compatibility

2 Properties adjacent and across the road from this property are commercial in nature.

3
4 Site Conditions

5 The property consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law
6 office. The easterly parcel abuts Lake Junietta and is vacant. The applicant is proposing to erect a
7 billboard sign on the vacant parcel. A site plan demonstrating compliance with all city regulations
8 including applicable state and federal environmental laws must be approved prior to the issuance of any
9 building permits for the billboard sign.

10
11 Impact on City Services

12 The subject property is located in the City's Utility Service Area. The City of Tavares has municipal
13 water and sewer services available to the subject parcel and the existing law office is required to
14 connect to city utilities. The City's Concurrency Management System will ensure that Levels of Service
15 (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Since the
16 property is currently designated Urban under the County's Comprehensive Plan, impacts on Levels of
17 Service are not implicated.

18
19
20
21 FINDINGS

22 This amendment request is considered to be in compliance with the Comprehensive Plan Goals,
23 Objectives and Policies with the following findings:

- 24
25 1. A Commercial Future Land Use designation would serve as the most appropriate land use for
26 the subject property in accordance with Future Land Use policy 1-1.1.6.
27
28 2. Impacts of the proposed development of the subject property shall be monitored through the
29 City's Concurrency Management System. (Comp Plan, Chapter 7A)

30
31 Jacques Skutt concluded his report saying that staff recommended that the Planning and
32 Zoning Board move to recommend approval of Ordinance 2012-13

33
34 MOTION

35
36 **James Gardner moved to recommend approval of Ordinance 2012-13. The motion was**
37 **seconded by Gary Santoro. The motion carried unanimously 6-0.**

38
39 OTHER BUSINESS

40
41 **John Tanner made a motion requesting that City Council review its permission of**
42 **Billboards as outlined in Chapter 21 of the Land Development Regulations. Sam Grist**
43 **seconded the motion. The motion carried 6-0.**

44
45 ADJOURNMENT

46
47 Sam Grist motioned to adjourn the meeting. Gary Santoro seconded the motion. The motion
48 was approved unanimously 6-0.

49
50 The meeting adjourned at approximately 3:20 p.m.

Ad Number: 092027701
 Insertion Number: 092027701
 Size: 3 x 10.5
 Color Type: B&W

Client Name: CITY OF TAVARES
 Advertiser: Lake/D 8/LAK
 Section/Page/Zone: Lake/D 8/LAK
 Description: ORD 2012-12 & 13

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Lake Sentinel

Continued from Page D3

Walking

MINNEOLA is offering the City Hall Gymnasium for adults and seniors as a place to walk for fitness and exercise. The gym will be open 7:45-9 a.m. Thursdays and Fridays. No registration or fee. Details: 352-394-3598, Ext. 229.

Yoga

EUSTIS COMMUNITY CENTER has yoga classes for all levels of fitness. One-hour classes are Monday, Thursday and Saturday beginning at 10:30 a.m. There is also a Tuesday class at 5:30 p.m. and a Wednesday class at 4:30 p.m. Prices range from \$8-50 per class, depending on size of package purchased. First class is free. Details: 352-509-7475.

SCY FITNESS COMPLEX in Sorrento is offering gentle

and intermediate-yoga classes six days a week. Go to scyfitness.com for a class schedule or call 352-409-0806 or 352-383-0764 for more information.

ERROL ESTATE COURSE TRY CLUB is offering gentle-yoga classes every Monday from 10-11:15 a.m. upstairs in the country club. Classes are \$90. The class includes breathing techniques, postures and meditation to provide a gentle to moderate workout for the entire body. All levels welcome. Details: Colleen Galman, 352-409-0806, or email ygalman@errol.net. Teacher is a certified yoga instructor.

ADULT YOGA meets six times a week at Golden Triangle YMCA. Class is for adult members. Guests are welcome to try the facility one time. Details: 352-343-8644.

KIDS-YOGA for ages 5 and up meets Mondays,

3:30-4:05 p.m. Class is for members only. Guests are welcome to try the facility one time. Details: 352-343-8644.

Zumba

GOLDEN TRIANGLE YMCA now has Zumba five times a week. Call the YMCA for an appointment to tour and get a free pass to Zumba (first-time guests) at 352-343-8644.

MINNEOLA RECREATION DEPARTMENT is offering a Zumba class for all ages and fitness levels. Two classes are Mondays at 6 and 7:15 p.m., and one is Wednesdays at 7:15 p.m. Fees: Minneola residents \$5, nonresidents \$6. Details: 352-394-3598, Ext. 227.

Submit information by fax at 352-742-5038 or 407-420-5069 or by emailing jwilliams@tribune.com or 352-742-5038@orlandoSentinel.com.

Cholesterol
Blood Pressure
Vision
Hearing

When was the last time you had your hearing checked?

Hearing loss affects 37 million Americans - expected to grow to 80 million by the next 10 years - and ranks as the 3rd most common medical condition in America. Hearing loss can be detrimental to everyday communication and your social life.

Have your hearing tested today. Call for your appointment!

Lake Medical Hearing Centers
 Family Owned and Operated
 CLERMONT (4327) EUSTIS (4327)
243-HEAR 483-HEAR
 221 N. Hwy. 27, Suite H 2755 S. Bay St., Suite F
(Across from Citicorp Tower) (Across from tractor Supply Company)

SATISFACTION GUARANTEED

102011 www.lakemedicalhearing.com

NOTICE OF PUBLIC HEARING AND COMPREHENSIVE PLAN AMENDMENT

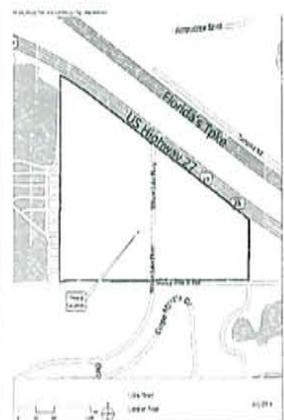
The City of Groveland proposes to adopt the following Ordinance:

ORDINANCE 2011-10-39

AN ORDINANCE OF THE CITY OF GROVELAND, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF GROVELAND COMPREHENSIVE PLAN TO APPLY THE MIXED USE AND CONSERVATION FUTURE LAND USE CATEGORIES TO +/- 99.2 ACRES OF LAND LOCATED ON SOUTH SIDE OF US HIGHWAY 27, ON THE EAST AND WEST SIDE OF WILSON LAKE PARKWAY, GROVELAND, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meeting: Groveland City Council meeting on **April 16, 2012, at 7:00 p.m.** The meetings will be held at the Puryear Building, 243 South Lake Avenue, Groveland, Florida.

The proposed Ordinance will amend the Future Land Use Map of the City's Comprehensive Plan to apply the Mixed Use and Conservation future land use categories to +/- 99.2 acres located on the south side of US Highway 27, on the east and west side of Wilson Lake Parkway in the City of Groveland, Lake County, Florida, as depicted on the map below.



The proposed Ordinance and a copy of this notice may be inspected by the public during normal business hours at the City Clerk's Office, City Hall, 156 South Lake Avenue, Groveland, Florida. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. Persons with disabilities needing assistance to participate in any of these proceedings should contact Teresa Begley, City Clerk, at (352) 429-2141 ext 231 at least 48 hours before the date of the scheduled hearing.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based (Section 286.0105, Florida Statutes).

THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2012-12 and Ordinance 2012-13 titled as follows:

ORDINANCE 2012-12

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 141 ACRES LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; REZONING SAID PROPERTY FROM LAKE COUNTY COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL PROFESSIONAL (RP) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.41 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2012-12 and Ordinance 2012-13 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on April 19, 2012, at 3 p.m. and
2. Tavares City Council meeting on May 2, 2012, at 4 p.m. (Introduction and First Reading by Title Only), and
3. Tavares City Council meeting on May 16, 2012, at 4 p.m. (Second Reading - Adoption Hearing)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2012-12 and Ordinance 2012-13 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department City of Tavares, 201 East Main Street, Tavares, Florida 32778. Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skatt, Community Development Director, at (352) 742-6404.



PROPERTY LOCATION MAP

NOTICE OF PUBLIC HEARING AND COMPREHENSIVE PLAN AMENDMENT

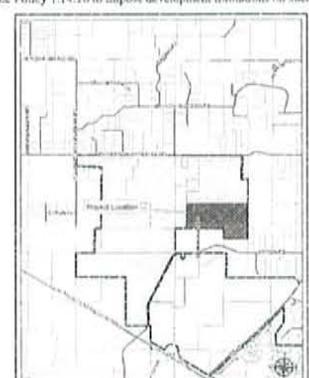
The City of Groveland proposes to adopt the following Ordinance:

ORDINANCE 2011-10-38

AN ORDINANCE OF THE CITY OF GROVELAND, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF GROVELAND COMPREHENSIVE PLAN TO APPLY THE MIXED USE AND CONSERVATION FUTURE LAND USE CATEGORIES TO +/- 115.7 ACRES OF LAND GENERALLY LOCATED NORTH OF O'BRIEN ROAD AND SOUTH OF EAST DEWEY ROBBINS ROAD, GROVELAND, FLORIDA; AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF GROVELAND COMPREHENSIVE PLAN TO CREATE POLICY 1.14.10; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meeting: Groveland City Council meeting on **April 16, 2012, at 7:00 p.m.** The meetings will be held at the Puryear Building, 243 South Lake Avenue, Groveland, Florida.

The proposed Ordinance will amend the Future Land Use Map of the City's Comprehensive Plan to apply the Mixed Use and Conservation future land use categories to +/- 115.7 acres generally located north of O'Brien Road and south of East Dewey Robbins Road in Groveland, Florida, as depicted on the map below. The proposed Ordinance will also amend the Future Land Use Element of the City's Comprehensive Plan to create Policy 1.14.10 to impose development limitations on such property.



The proposed Ordinance and a copy of this notice may be inspected by the public during normal business hours at the City Clerk's Office, City Hall, 156 South Lake Avenue, Groveland, Florida. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. Persons with disabilities needing assistance to participate in any of these proceedings should contact Teresa Begley, City Clerk, at (352) 429-2141 ext 231 at least 48 hours before the date of the scheduled hearing.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based (Section 286.0105, Florida Statutes).

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 6

SUBJECT TITLE: ORDINANCE NO. 2012-10 - AMEND ORDINANCE NO. 2009-22 TO ALLOW FOR NEGOTIATED PRICING FOR RECLAIM SERVICE TO COMMERCIAL AGRICULTURE CUSTOMERS – Second Reading

OBJECTIVE:

To consider approval of Ordinance No. 2012-12 which amends Ordinance No. 2009-22, the Water, Wastewater and Reclaim Rate Ordinance, allowing for negotiated pricing for customer locations dedicated to commercial agriculture uses.

SUMMARY:

In June 2009 the City Council adopted Ordinance 2009-22 amending Chapter 17 of the City of Tavares Land Development Regulations for Water, Wastewater, and Reclaim user rates.

Prior to Ordinance 2009-22, the City did not provide reclaim water service thus Ordinance 2009-22 provided for and established Reclaim User rates for the newest service component of the Water, Wastewater Utility in addition to amending the user rates for water and wastewater services. The rates provided for in the Ordinance are based on a rate Study prepared by Brown and Caldwell dated May 2009.

At the time the rates were established for Reclaim services, many user characteristics were unknown, thus the rates provide for two classes of customers: Residential and Large Scale Users. Agriculture use was not considered.

The City has been approached by local growers, looking for an alternative water supply that is cost effective for their use.

On March 7, the City Council directed staff to bring back an Ordinance amending Ordinance No. 2009-22, and a Sample Agreement for providing negotiated/subsidized pricing to agriculture customers.

Council requested that staff restrict negotiated agriculture sales to ten percent of plant capacity,

The attached Ordinance provides an amendment to Ordinance No. 2009-22 which provides for water, sewer, and reclaim rates. Ordinance 2012-10 amends chapter 17-54, and provides an additional section allowing for "Negotiated Pricing Agreements between the City and Commercial Agriculture Customers for Reclaim Service. The Ordinance stipulates that reclaim service provided at negotiated pricing will not exceed ten percent of plant capacity. In addition agreements will be approved by the City Council.

All agreements will be negotiated with the assistance of the City's rate consultant, Mike Rocca.

A copy of a draft "Sample Agreement" is attached for Council's consideration and review.

OPTIONS:

1. Adopt Ordinance No. 2012-10 to allow for Negotiated Price Agreements with Commercial Agriculture customers for Reclaim Water Service.
2. Do not Adopt Ordinance No. 2012-10.

STAFF RECOMMENDATION:

Move to adopt Ordinance No. 2012-10 to allow for Negotiated Price Agreements with Commercial Agriculture customers for Reclaim Water Service.

FISCAL IMPACT:

N/A.

LEGAL SUFFICIENCY:

N/A

ORDINANCE 2012 - 10

ORDINANCE AMENDING ORDINANCE NUMBER 2009-22 PERTAINING TO SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS FOR RECLAIMED WATER RATES; PROVIDING FOR RATE AGREEMENTS FOR AGRICULTURE USES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE CITY PROVIDES RECLAIMED WATER SERVICE TO VARIOUS LOCATIONS WITHIN THE CITY, AND

WHEREAS, THE CITY COUNCIL ACKNOWLEDGES THE SPECIAL NEEDS OF AGRICULTURE COMMUNITIES, AND

WHEREAS, THE CITY COUNCIL DESIRES TO PROVIDE INCENTIVE FOR OTHER USERS FOR RECLAIM WATER SERVICE, AND

WHEREAS, THE CITY COUNCIL DESIRES TO PROVIDE RATE AGREEMENTS FOR BULK SALES OF RECLAIM WATER TO LOCATIONS SERVICING AGRICULTURE NEEDS, AND

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

Section 17-54 of the City of Tavares Land Development Regulations is hereby amended as follows:

Sec. 17-54. Reclaimed Water Rate Schedule.

- (F) The City Council hereby provides for negotiated pricing for Reclaim Service by agreement between the City and the Grower/Owner for customer locations dedicated to commercial agriculture uses including but not limited to orange groves, tree farms, and nurseries, so long as the agreement is approved by the City Council, and so long as reclaim plant capacity for agriculture uses at negotiated pricing does not exceed ten percent.

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

PASSED AND ORDAINED this ____ day of _____, 2012, by the City Council of the City of Tavares, Florida.

Robert Wolfe, Mayor

Tavares City Council

ATTEST:

Nancy Barnett, City Clerk

Approved as to Form:

Robert Q. Williams, City Attorney

Passed First Reading:

Passed Second Reading:

RECLAIMED WATER AGREEMENT

This Reclaimed Water Agreement ("Agreement") is made this ____ day of ____, 2012, by and between the **CITY OF TAVARES, FLORIDA**, a Florida municipal corporation, whose address is 201 East Main Street, Tavares, Florida ("City"), and _____, a Florida _____, whose address is _____ ("Customer").

RECITALS

WHEREAS, the primary purpose of this Agreement is for the City to provide to the Customer reclaimed water, which is generally defined as water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility or some other acceptable non-potable water sources; and

WHEREAS, the City owns and operates a reclaimed water distribution system and utility within the jurisdictional limits of the City of Tavares which consists of a network of pipes, pumping facilities, storage facilities, and appurtenances designed to convey and distribute reclaimed water from one or more domestic wastewater treatment facilities and other facilities to one or more users of reclaimed water; and

WHEREAS, the Customer owns, operates, and maintains certain commercial agricultural areas that Customer desires to irrigate with reclaimed water supplied by the City and the reclaimed water will replace Customer's potable water for commercial agricultural irrigation and will allow the City and the Customer to conserve potable water.

WHEREAS, the City desires to sell, and the Customer desires to purchase, reclaimed water from the City; and

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

1.0 Recitals, Effective Date; Term.

1.1 The foregoing recitals are true and correct and are hereby incorporated herein.

1.2 The Effective Date of this Agreement shall be the date that it is fully executed by the parties ("Effective Date").

1.3 The initial term of this Agreement shall be from the Effective Date until _____. The initial term may be renewed by mutual consent of the parties.

2.0 **Subject Property.** The real property which is the subject of this Agreement is located at _____ (“Property”).

3.0 **Reclaimed Water Service; Customer Demand; Treatment Standards.**

3.1 The City agrees to supply reclaimed water service to the Property on an “as needed” basis, subject to the City having the available capacity to provide reclaimed water to the Property and subject to the force majeure provision set forth herein. In addition, Customer acknowledges and agrees that the City provides reclaimed water to all its customers, including the Customer, without preference or priority given to any existing or future customers or to the Customer.

3.2 The parties acknowledge that the Customer is requesting _____gallons per day based on an annual average day flow (ADF) basis but not to exceed a maximum day of _____gallon of reclaimed water for irrigation purposes. While the City will use its best efforts to supply that amount of reclaimed water to the Property, the City does not represent, warrant, or guarantee that reclaimed water will be available to meet all of Customer’s demands for reclaimed water. In the event the City is not capable of meeting the Customer’s actual demands for reclaimed water at any given time, the Customer agrees to hold harmless the City from any liability, costs, or damages that Customer may suffer as a result of the City’s inability to supply reclaimed water to the Property, regardless of the reason the supply is not available.

3.3 The supply of reclaimed water provided to the Property by the City shall be treated to the City’s general operating protocol standards for treating reclaimed water for all reclaimed water customers, as is or may be required under the City’s reclaimed water permit issued by the State of Florida. Customer agrees to accept the supply of reclaimed water under this Agreement in accordance with said general treatment standards.

3.4 Should Customer determine that the volume of reclaimed water made available to Customer is not sufficient to meet Customer’s needs, or should Customer determine that the quality of the reclaimed water is detrimental to maintaining healthy crops or vegetation, Customer may seek alternative irrigation water sources.

4.0 **Rates for Service**

4.1 Customer acknowledges and agrees that the City Council of the City of Tavares has the discretion and right to establish rates, charges, and fees for reclaimed water service pursuant to applicable law. Customer further acknowledges and agrees to pay for reclaimed water service provided by the City under the terms and conditions of this Agreement at a rate established by the City Council as amended from time to time. At the Effective Date, the Customer acknowledges that the City has established a bulk/wholesale rate for commercial agriculture reclaimed water usage at \$_____ per 1,000 gallons, which is subject to an annual adjustment based on the Consumer Price Index beginning on _____ (“Rate”). This “bulk/wholesale” rate will only apply for

reclaim water up to ten percent (10%) of the City's total reclaim water supply. In the event Customer's needs exceed ten percent (10%) of the City's reclaim water supply, Customer will be charged the regular reclaim rate set forth in Section 17 of the City's Land Development Regulations for the amount in excess of 10% of the City's total reclaim water supply.

4.2 In addition to the usage rate, Customer is responsible for the monthly base charge as well as all other fees as set forth in Section 17 of the City's Land Development Regulations except as modified elsewhere herein.

4.3 No provision of this Agreement shall be construed to limit, restrict, or modify the City's rate making authority for reclaimed water services provided hereunder. Said authority shall be exercised solely by the City Council of the City of Tavares in accordance with law, and this Agreement shall be subject to the Council's exercise of this authority at all times.

5.0 Invoicing for Service

5.1 The City agrees to provide a detailed monthly invoice setting forth the amount of reclaimed water delivered to the Customer for the preceding billing cycle, the base rate per one thousand gallons, and the amount due. The monthly billing statement will be sent to Customer at _____.

5.2 The Customer agrees to pay its monthly invoice for reclaimed service within thirty (30) days of receipt thereof. Should the Customer dispute any or all of any invoice, it shall pay the amount not in dispute and shall submit, in writing, the amount in dispute to the Finance Director to be handled in accordance with the City's written utility billing policies.

5.3 The Customer agrees that all charges for water service, as they may become due from time to time, shall be and are hereby made a lien upon the Property so long as said charges remain unpaid.

6.0 On-Site Facility Modifications

6.1 If modifications are necessary to Customer's on-site facilities to conform to reclaimed water use requirements, Customer shall submit its plans and specifications for such modifications to the City who shall approve same before construction commences and whose approval shall not unreasonably be withheld. All modifications required in Customer's on-site facilities shall be the sole cost and responsibility of Customer. The City shall assist Customer in identifying the modifications and/or changes required in Customer's on-site facilities. It shall be Customer's responsibility to construct the modifications in accordance with the approved plans and specifications, and with applicable laws and regulations.

6.2 The City shall install and maintain at Customer's expense a Reclaimed Water Meter, as required to monitor the reclaimed water deliveries made to Customer.

6.3 The Customer shall receive a fifty percent (50%) discount on the meter connection charge. The connection charge is set forth in Section 17 of the City's Land Development Regulations.

6.4 Customer shall provide City with any easements necessary for delivery, inspection, maintenance, and service of reclaimed water to Customer's Property.

7.0 Use of Reclaimed Water; Notices to Members of Public.

7.1 Customer acknowledges and agrees that the use of reclaimed water is not for potable water or swimming pool purposes, and that the land application of reclaimed water is governed by applicable local, state, and federal law and administrative rules. Customer agrees to only use reclaimed water for purposes authorized by applicable local, state and federal law and administrative rules. Customer is prohibited from reselling the reclaimed water.

7.2 Customer agrees to notify members of the public using the Property that the Property is being irrigated with reclaimed water by posting appropriate advisory signs in accordance with applicable provisions of the Florida Administrative Code including, but not limited to, section 62-610.468 and 61-610.469, Florida Administrative Code, as may be amended from time to time.

7.3 **Application of City Utilities Policies.** Customer agrees to comply with any and all applicable lawful utility policies adopted by the City for its reclaimed water customers including, but not limited to, policies related to rates, charges, fees, billing, rules, regulations, ordinances and technical standards.

7.4 **Integration.** The drafting, execution, and delivery of this Agreement by the parties has been induced by no representation, statements, warranties, or agreement other than those expressed herein. This Agreement embodies the entire understanding of the parties related to reclaimed water service, and there are not further or other agreements or understanding, written or oral, in effect between the parties relating to reclaimed water service unless expressly referred to herein. The parties agree that they both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

8.0 **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

9.0 **Amendments.** This Agreement shall only be amended by written instrument signed by both parties.

10.0 **Identification and Hold Harmless.** To the extent permitted by law, each party agrees to indemnify and hold harmless the other party and the other party's employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly or indirectly arises out of, or results from their own acts or omissions and the acts and omissions of their employees, officers, and attorneys pursuant to this Agreement. This paragraph shall survive termination of this Agreement.

11.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on either City's or the City's officers and employees potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. This paragraph shall survive termination of this Agreement.

12.0 **General Liability and Other Insurance.** The parties shall each maintain in force at all time during the term of this Agreement, a general liability insurance policy with coverage amounts reasonable and customary for the respective party.

13.0 **Attorney's Fees.** In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs, except as otherwise provided under this Agreement.

14.0 **Force Majeure.** Neither party shall be liable for failure or delay in performance under this Agreement (other than for delay in payment of money owed by Customer) to the extent said failures or delays are caused by conditions beyond its control including, but not limited to, Acts of God (including hurricane, droughts, tornado, floods, earthquake or other natural disaster), government restrictions, wars, strikes, insurrections, acts of terrorism, and any other cause beyond the reasonable control of the party whose performance is affected, provided that the party affected shall provide the other party with prompt written notice, with full details of the cause being relied upon for non-performance. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

15.0 **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida related to utility services that will be provided for, and upon real property, located within Lake County, Florida. Therefore, the laws of the State of Florida shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Lake County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement.

16.0 **Assignment.** This Agreement shall not be assigned by Customer without the express written consent of the City.

Customer:

By: _____

Print Name: _____

Title: _____

Date: _____

City:

CITY OF TAVARES

ATTEST:

Nancy A. Barnett, City Clerk

Robert Wolfe, Mayor

This ____ day of _____, 2012.

Approved as to form and legality:

Robert Q. Williams, City Attorney

City of Tavares

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider the Ordinance 2012-10, Second Reading, on May 2, 2012 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2012 - 10

ORDINANCE AMENDING ORDINANCE NUMBER 2009-22 PERTAINING TO SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS FOR RECLAIMED WATER RATES; PROVIDING FOR RATE AGREEMENTS FOR AGRICULTURE USES 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.

LAK1182910

04/22/2102

Lake
Sentinel

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 7

SUBJECT TITLE: Special Event Permit for Boxing Tournament

OBJECTIVE:

Approval of a special event permit application for a USA Boxing Association sanctioned boxing tournament on June 30, 2012.

SUMMARY:

A permit application to host a boxing tournament on the events pad at Wootton Park is being processed and will be provided to Council reflecting the hosting of a boxing tournament. No financial support is being requested however several in kind services are anticipated to be requested which will be enumerated on the events permit application to follow.

OPTIONS:

- 1) Approve the special event permit application
- 2) Do not approve the special event permit application.

STAFF RECOMMENDATION:

That council review the permit application and its associated in kind service request, provide an opportunity for the applicant to make a brief presentation, and then approve the permit application.

FISCAL IMPACT:

No direct financial support is being requested. In kind services are being requested and the value of those services will be provided to the Council.

LEGAL SUFFICIENCY:

Legally sufficient

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 8

**SUBJECT TITLE: Fundraising Concert for City's Babe Ruth
Baseball/Softball Programs**

OBJECTIVE: To approve the request to provide light event support to a concert that is being held as a fundraising activity for the City's Babe Ruth baseball/softball programs, with the potential to be an annual event, and to accept the proceeds from the concert as a donation.

SUMMARY: Staff was recently approached by Paul Echevarria, CFO of R.E.P. Entertainment, asking if the city would be interested in participating at some level in a five-band country music fundraising concert to be held on Saturday, June 9, 2012 from 4:00 – 10:30 pm.

Staff has received a completed Special Event Application (attached) from property owner Rodger Kooser who is providing the concert venue and who will be vending food and alcoholic beverages during the concert.

R.E.P. Entertainment is the promoter of the concert and has met with the city's Chief of Police and Fire Chief to review an Emergency Action Plan (attached).

The support that is being requested consists of barricades, trash cans, and port-a-lets. Staff is not needed and public safety is being handled by an outside firm. Street closures will not be required, but staff has requested that the parking garage be available.

ITEM	VALUE
100, 8' barricades	\$3,000.00 (if rented)
40 trash cans	Value of cost of renting unknown
14) Port-a-lets	\$1,255.00 (if rented)

OPTIONS:

- 1) Approve the request for event support and accept the donation
- 2) Do not approve

STAFF RECOMMENDATION: Move to approve the request to provide light event support for this concert, with the potential to be an annual event, and to accept proceeds from the concert as a donation for the city's recreation programs.

FISCAL IMPACT: \$4255+ in-kind value

LEGAL SUFFICIENCY: meets legal sufficiency



RECEIVED

APR 24 2012

Date Received: _____

SPECIAL EVENT
PERMIT APPLICATION

PERMIT NO. 12-359

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

Phone: (352) 742-6213 Fax: (352) 742-6087

Use this form for any event where the anticipated attendance exceeds 300 people per day.

Examples of Special Events include, but are not limited to: Parades, Festivals, Carnivals, Runs/Races/Walks, Art Shows, Concerts, Special Musical Presentations, Street Dances, Photography Shoots, and Fireworks Displays.

Council approval is required for Special Events involving street closings, city co-sponsorship or has a crowd attendance in excess of 2,000 people per day.

Completed application with all necessary attachments is required thirty (30) days prior to the actual event (sixty (60) days if Council approval is required). For information call (352) 742-6213.

Organization: TAVARES STATION DEVELOPMENT LLC

Nature of Event: FUND RAISING CONCERT

Location (Attach Site Plan): TAVARES STATION 240 W Ruby St.

	Set-Up Time	Actual Event Times	Take Down Time
Date: <u>6/9/2012</u>	<u>7AM to 12pm</u>	<u>2pm to 10:30pm</u>	<u>11pm to 12am</u>
Date: _____	_____ to _____	_____ to _____	_____ to _____
Date: _____	_____ to _____	_____ to _____	_____ to _____

Has this event been held in the past? NO If so, when was the last event? _____

Individual Contact for Activity/Event: Pablo Echevarria Phone: 352-342-6171
C/O TAVARES STATION DEV.
Address: 124 JOANNA AVE. TAVARES Fax: 352-243-2401

E-Mail Address: REP. ENTERTAINMENT, INC @ GMAIL.COM

Major Sponsor(s): ALS LANDING PLUS OTHERS

Promoter(s): REP. ENTERTAINMENT Phone or Contact #: 352-342-6171

❖ Items 1-3 marked yes require City Council approval.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 2,000 or more? Actual anticipated number: <u>1500 to 2,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? (If yes, provide location on site plan.) Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with City of Tavares Police Department, Department of Transportation and Emergency Services review and approval. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. City Co-Sponsorship: Is City co-sponsorship being requested? If yes, please describe reason(s): <u>30 PORTA POTIES, BARRICADES, 40 TRASH CANS</u>
Organization(s) benefiting from event proceeds: <u>CITY OF TAVARES BASE RUSH BASE BALL PROGRAM</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of entertainment and time(s) of performance(s). <u>Indicate stage location(s) on site plan.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791: and NFPA 1123 and obtain any applicable Lake County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Banners, Signs, etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Alcoholic Beverages: Will alcoholic beverages be sold <u>X</u> or consumed <u>X</u> on the premises? (If yes, please check one or both.) A copy of the Florida Beverages Commission permit is required at the time of application and prior to event approval.
Permit Holder: <u>AL'S DOCKSIDE B.Q.</u>
Division of Alcoholic Beverages and Tobacco: (407) 245-0785. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: <u>OFF DUTY OFFICERS</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Public Safety: Will Police and Emergency Services Personnel be requested? (Based on responses to questions certain Public Safety personnel may be required i.e., emergency services, fire, etc.) Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety personnel staff necessary to assist with the event. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on site plan.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Food/Cooking: Will food be cooked <u>X</u> catered <u> </u> <u> </u> on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) The applicant is responsible for obtaining required food permits from the Florida Department of Business and Professional Regulation-Division of Hotel and Restaurant Management- 850-787-1395. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

14. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

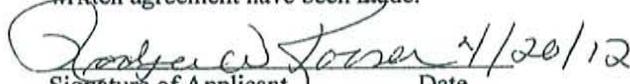
Will additional refuse containers/dumpsters be provided?

15. Insurance Requirement: (Events on City property or City co-sponsored). Please provide the City of Tavares with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGED, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY ADMINISTRATOR AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Tavares, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.


Signature of Applicant Date

Comments: _____

City Administrator Date

Comments: _____

Property Record Card

General Information	Land Data	Misc. Improvements	Sales History	Value	Map of Property	Tax
TRIM Notice						

General Information

Alternate Key:	1686962	Parcel:	29-19-26-050000300000
Owner Name:	TAVARES STATION DEVELOPMENT LLC	Millage:	00T1 (Tavares) : 21.0821
Owner Address:	216 NAVARRO ISLE FORT LAUDERDALE, FL 33301	Property Location:	240 WEST RUBY ST TAVARES FL 32778
Legal Description:	TAVARES, GOVT SURVEY BLK 3, LOT 1 BLK 4, LOT BOUNDED ON N BY S LINE OF RUBY ST AT ITS INTERSECTION WITH TEXAS AVE ON E BY BLK 3 ON S BY R/W OF SAL RR & ON W BY BLK 4, BLK 129--LESS W 1 FT--TEXAS AVE S OF SAL RR R/W, ST DESIGNATED AS BLVD LYING E OF A LINE PARALLEL TO & 1 FT E OF E LINE OF SINCLAIR AVE & S & W OF S R/W SAL RR ORB 3185 PG 1436		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	VACANT COMMERCIAL (1000)	0	0		189712	SF	\$0.00	\$1,032,033.00

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	FENCING (FEN)	1560	SF	2010	\$1,722.00

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
<u>3185 / 1436</u>	6/8/2006	WD	M	V	\$6,000,000.00

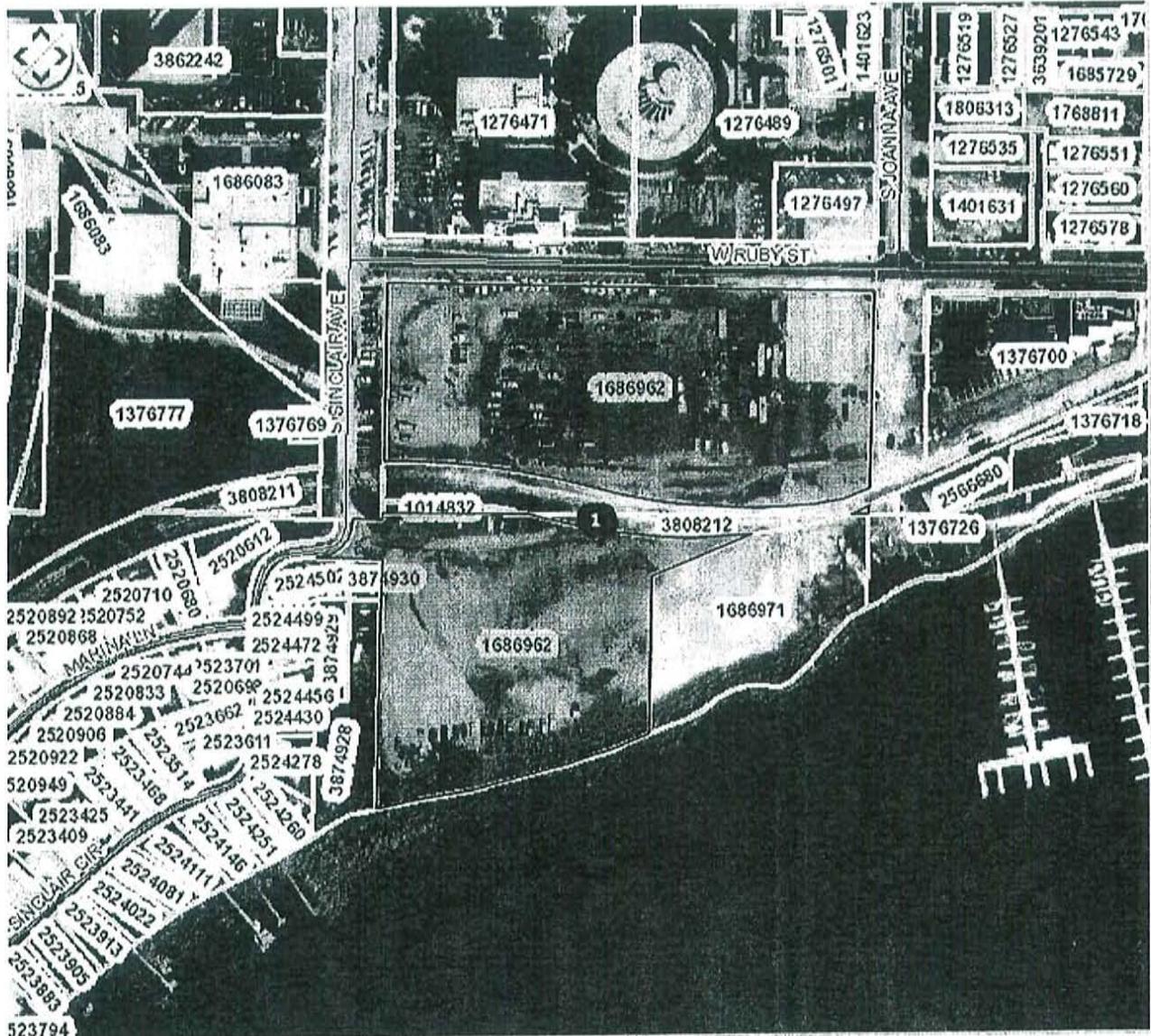
Value

Total Just Value:	=	\$1,033,755.00
Total Exempt Value:	=	\$0.00
Total Taxable Value:	=	\$1,033,755.00
Millage Rate:	[?] x	0.0210821
Base Ad-Valorem Tax:	=	\$21,793.73
Non-Exempt School Levies:	+	\$0.00
Estimated Ad-Valorem Tax:	=	\$21,793.73

* The just values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The amounts shown may not include all exemptions. The estimated tax totals do not reflect Non-Ad Valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Truth In Millage (TRIM) Notice

[Click here to change page title](#)



#	Alt Key	Owner	Parcel Address	Owner Address	Tools
1	1686962	TAVARES STATION DEVELOPMENT LLC	240 WEST RUBY ST TAVARES FL 32778	216 NAVARRO ISLE FORT LAUDERDALE, FL 33301	Zoom In

Please wait for the map to fully load before printing. [Print page](#)

April 23, 2012

City of Tavares
Attn: Mayor Wolfe
201 E. Main Street
Tavares, FL 32778

Ref: Special Event Application for Youth Sports Fund Raising Concert

Dear Mayor Wolfe:

Attached is a special events application to hold the city's first "Youth Sports Fund Raising Concert". We plan to host a ticketed country music jam in Tavares on Saturday, June 9, 2012 from 4:00 p.m. until 11:00 p.m. with a percentage of the net proceeds from ticket and beer sales going to the City of Tavares Babe Ruth Youth Sports program.

The amount of the donation will be contingent upon the success of the ticket sales, so an estimated donation at this juncture has not been calculated.

Please advise if the city would accept these donations and if the city could provide events barricade fencing (approximately 100 pieces), forty (40) trash cans, and port-o-lets.

We have coordinated a public safety plan that has been reviewed by Chiefs Keith and Lubins. A copy of this plan will be included with the special events application along with a site map for your review at the city council meeting on May 2nd.

Thank you for your consideration of our requests and we look forward to a positive outcome for the youth of our city.

Sincerely,


Paul Echevarria
President R.E.P. Entertainment



1st Annual Babe Ruth Music Festival

Emergency Action Plan

Event Description- REP. Entertainment will be hosting a music festival to help raise funds for the city of Tavares Babe Ruth baseball program. This event will be held June 9th at ALS Landing located at 111 W. Ruby Street in downtown Tavares, Florida.

This country music event with 5 different bands performing live from 4pm to 10:30 pm. This is a General admissions event with 100 VIP seating area available. A vendor village will also be included on the concert grounds. There will be food and alcohol sales in accordance with local and state laws. All drinking ages will be strictly enforced by verification of date of birth by security.

Emergency Plan- The following plan will be divided into sections as they apply.

- Command post – will open on June 9th at 0700. All event coordination will be made at this location. Chief Event Coordinator will be Paul Echevarria
- Security- will be provided by REP. Entertainment Inc. All security issues will be under the supervision of the Safety Coordinator. All gates, stage area, and barricades will have security. Safety Coordinator will be Officer Gene Powel.
- EMS- First Responders will be on site to provide emergency medical attention. State certified EMT/Paramedics will be able to administer basic life support and treat any injured or sick patrons. Any person or persons needing further medical attention will be transported by EMS Golf cart to emergency staging area where patient care will be transferred to EMS personnel. This will minimize the traffic of emergency vehicles on the concert field.
- Air Medical Support Landing zone- A GPS coordinate will be identified and a location on the grounds will be marked in case of emergency Air Medical Support Needed
- Emergency staging area- will be located in the North West corner by the stage closest to Access Rd. for easy in and out traffic of any emergency vehicles. On site medical will be provided by Safety on Scene Inc. under the supervision of owner/operator Paramedic Randy Walton.
- Emergency Exits- In the case of any emergency situation where emergency exits are needed, Patrons will be directed to the West exits located by stage and the East exits by ticket will call located near ALS Landing.
- Fire- in the case of any fires, the city of Tavares Fire dept. will be notified of the event and any pre planning will be addressed with our safety Coordinator and the City of Tavares Fire Department.

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
May 2, 2012**

AGENDA TAB NO. 9

SUBJECT TITLE: Coven Alley and Lake Region Alley Brick Paving Project

OBJECTIVE:

To obtain Council's direction in awarding a bid and authorizing staff to enter into a contract, with the awarded contractor, for the brick paving of the Coven and Lake Region Alleys.

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. Council previously approved staff to move forward in obtaining designs and bids for brick paving the Coven and Lake Region Alleys. 3 bids were received on April 12, 2012, ranging from \$46,900 - \$56,100. Presently there remains a very competitive construction climate making the decision to move forward financially attractive.

- 1) Barracuda Building Corporation..... \$56,100.00
1000 Ocoee Apopka Road, Suite 40
Apopka, FL 32703
- 2) Pillar Construction Group, LLC \$47,000.00
1312 Bowman Street
Clermont, FL 34711
- 3) Astor Construction Services, Inc. \$46,900.00
55637 Lee Street
Astor, FL 32102-2834

The 2 lowest bidders are separated by \$100, representing a .02% difference in the total project cost. Pillar Construction Group LLC has been the selected contractor for brick paving most of our alleys to date and have delivered satisfactory results. This firm has experience with the design and working in our community. Along with bidding the project, the firms were required to provide a future alley unit cost. Pillar Construction Group, LLC. quoted \$12.85 per SF while the lowest bidder Astor Construction Services, Inc. quoted \$13.75 per SF. Barracuda Building Corp. quoted \$15.53 per SF.

OPTIONS:

- 1) Move to award the bid and authorize staff to enter into a contract with the lowest bidder, Astor Construction Services, Inc. in the amount of \$46,900 for the brick paving of the Coven and Lake Region Alleys.
- 2) Move to award the bid and authorize staff to enter into a contract with the 2nd lowest bidder, Pillar Construction Group, LLC., in the amount of \$47,000 for the brick paving of the Coven and Lake Region Alleys.
- 3) Do move forward with this project at this time.

STAFF RECOMMENDATION:

Move to award the bid and authorize staff to enter into a contract with the 2nd lowest bidder, Pillar Construction Group, LLC, for the brick paving of the Coven and Lake Region Alleys in the amount of \$47,000.00.

FISCAL IMPACT:

Paving 301-4102-541-63-30: \$47,000.00

Legal Sufficiency:

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



CITY OF TAVARES

**MINUTES OF BID OPENING
April 12, 2012
Request for Proposals
Coven and Kooser Alleyway Paver Project
Bid No. 2012-0013**

TAVARES CITY HALL

PRESENT

John Rumble, Purchasing Manager
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, April 12, 2012. This is the opening of submission packages received in response to RFP 2012-0013, Coven and Kooser Alleyway Paver Project. There were three proposals received; Mr. Rumble read the Total Amount of Bid:

- | | |
|---|-------------|
| 1) Barracuda Building Corporation
1000 Ocoee Apopka Road, Suite 40
Apopka, FL 32703 | \$56,100.00 |
| 2) Pillar Construction Group, LLC
1312 Bowman Street
Clermont, FL 34711 | \$47,000.00 |
| 3) Astor Construction Services, Inc.
55637 Lee Street
Astor, FL 32102-2834 | \$46,900.00 |

Mr. Rumble noted the packages would be forwarded to engineer of record for review and evaluation for technical compliance. Additionally, the cost for square foot installed in each bid would be reviewed to ensure all costs and square footage has been considered. The bid opening concluded at approximately 2:15 p.m.

Respectfully submitted,

Kay Mayes
Admin Assistant, Finance

**CITY OF TAVARES
PRE-BID CONFERENCE**

COVEN & KOOSER ALLEYWAYS

March 27, 2012

DATE & TIME:

A pre-bid conference was held on Tuesday, March 27, 2012 at 10:00 a.m. in the Council Chambers of City Hall at 201 E. Main Street, Tavares, FL 32778 with regard to the Coven and Kooser alleyways.

PRESENT:

John Rumble, City of Tavares Purchasing Manager
Chris Thompson, City of Tavares Public Works Director
Tonya R. Jones, City of Tavares Public Works Admin. Coord.

CONTRACTORS:

Sign in sheet attached.

Mr. John Rumble called the meeting to order and noted today's date as March 27, 2012, 10:00 a.m.

Mr. Rumble stated that any questions related to the project should be e-mailed directly to him. Please do not contact him by phone.

There is one addendum and it is available at this meeting located near the sign-in sheet for the contractors to pick up.

Mr. Rumble introduced Don Griffey, the Engineer on this project. Griffey stated that there is a price per square foot in the bid because we anticipate doing more alleys in the future and this will avoid the need to go out to bid again. Also, he indicated that the specs for construction that are on the 3rd page for the Coven alley apply to both projects – they just are not included in both plans.

In the previous alley paving projects, the specs called for Hansen brick pavers. This time, alternatives are allowed as long as they meet the specs. Hansen had the geo-grid. This has been eliminated. We now use a filter fabric under an aggregate.

Question: Should there be weep holes drilled behind the drop curb? Yes, included in both alleys. The diameter spacing is in the specs.

Mr. Griffey advised the contractors that before they order the bricks, consult with Chris Thompson the color of the bricks. Chris will be the project manager.

Question: Should there be sand under the brick? Griffey answered by saying there is a layer of aggregate – a bedding sand under the brick, except at the corners (aprons). There is concrete under the brick on the aprons primarily for the heavy garbage trucks.

Chris noted that there is money for this project. There are several alleys that are already completed and they can drive around to see them. They should have a 16 foot r.o.w. and the alley should be 12 feet. We now require filler stones in the pavers which eliminates the rutting.

Rumble stated that the bids are due April 12, 2012. He said they should be priced separately and there are no funding issues.

.Copy of sign-in sheet will be posted.

The meeting adjourned at approximately 10:10 a.m.

Respectfully submitted,

Tonya R. Jones, Administrative Coordinator
City of Tavares, Public Works Department

Advertisements for Bid

ADVERTISEMENT / INVITATION TO BID

Coven Alleyway Paver Project
 BID NO. 2012-0313
 For the CITY OF TAVARES, FLORIDA

Sealed bids (including three copies and one digital copy) 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, FL 32778-1068, so as to be received not later than 2:00 PM on April 19, 2012. 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:

Coven Alleyway Paver Project per Specifications

All contractors intending to bid on the project must attend a Mandatory Pre-Bid Conference on Tuesday, March 27, 2012, at 10:00 am at the Tavares City Hall Council Chambers, located at 201 East Main Street, Tavares, FL 32778.

Bidders with access to DemandStar.com can obtain the front end and documents by calling 800-771-7172, or on the web at <http://www.demandstar.com>. Complete plans and specifications may be reviewed at the City of Tavares, Florida, 32778. For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E. Main St., Tavares, Florida, 32778 phone: (352) 742-6131; fax (352) 742-6351.

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 thirty (30) days. Please provide one original, 3 copies and one digital copy (preferably in PDF format).

A Performance and Payment Bond in a sum equal to 100% of the amount of the Contract awarded will be required at the time of execution of the construction contract.

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 in the best interest of the City.

John Rumble CPPB, FCPM
 Purchasing Manager

LAK1177469 03/11/2012

Sale Notices

A NOTICE OF PUBLIC SALE PERSONAL PROPERTY OF THE FOLLOWING TENANTS WILL BE SOLD FOR CASH TO SATISFY RENTAL LIENS IN ACCORDANCE WITH FLORIDA STATUTES, SELF STORAGE FACILITY ACT SECTIONS 83-806 AND 83-807; PERSONAL MINI STORAGE CLERMONT - 27 F/K/A GREATER MINI STORAGE, 27 UNIT #1S; 229 KEISHAWN KNOX; 331 MCNEELY'S BAR & GRILL/JOHN MCNEELY; 371 VICKILYN JACKSON; 385 FAY JOHN-SON; 406 TOMMY MCDELEY; 433 NILSA A DELIZ; 530 TRINA BLYE; 649 PATRICIA PAYTON; 669 KRISTEN ROWE; 915 CHRIS BLAUNER; 918 JOHN JACOBY; 1042 DAVID FOX; 1037 LYNNETTE DAYMON; 1069 SILVERIA SUAZO; 1079 GREG GIBRELAND; 1091 TINA KAY OBIBI; 1204 RICHARD PERRY; 1209 DENISE MORROW; 1255 DONNA LACERENZA; UNIT 915 2000 DODGE CARAVAN VIN# 2BHF2581YR548423; UNIT 918 1998 CHEVY 3500 VIN: 1GCHC33J8WF016677. VEHICLES, BOATS, CAMPERS, RV'S, ETC ARE SOLD FOR PARTS ONLY. NO TITLE IS AVAILABLE FOR ANY VEHICLE OR VESSEL SOLD AT SALE. CON- TENTS MAY INCLUDE KITCHEN, HOUSEHOLD ITEMS, BEDDING, LUGGAGE, TOYS, GAMES, PACKED CARTONS, FURNITURE, TOOLS, CLOTHING, TRUCKS, CARS, ETC. THERE IS NO TITLE FOR VEH- ICLES SOLD AT LIEN SALE. OWN- ERS RESERVE THE RIGHT TO BID ON UNITS. LIEN SALE TO BE HELD ON THE PREMISES 21 MARCH 2012 @ 1:00 PM VIEWING WILL BE AT TIME OF SALE ONLY. PERSONAL MINI STORAGE CLERMONT 27 F/ K/A GREATER MINI STORAGE 27 2115 US HWY 27 CLERMONT FL 34714

LAK1175934 03/04,11/2012
 A NOTICE OF PUBLIC SALE PERSONAL PROPERTY OF THE FOLLOWING TENANTS WILL BE SOLD FOR CASH TO SATISFY RENTAL LIENS IN ACCORDANCE WITH FLORIDA STATUTES, SELF STORAGE ACT SECTIONS 83-806 AND 83-807; PERSONAL MINI STORAGE CLER- MONT-30 F/K/A GREATER MINI STORAGE-50 UNIT #: 316 TIM TODD- TIM'S MURAL 3215 E. DUFFY- 706 EVELYN CRUZ 719 VENERA RI- VERA 820 MINDY AYCOCK 1008 MI- CHELLE PENDARIS 2091 RICK C KEPPE 10091 DOTTIE ELLIOTT

Sale Notices

ITEMS, BEDDING, LUGGAGE, TOYS, GAMES, PACKED CARTONS, FURNITURE, TOOLS, CLOTHING, TRUCKS, CARS, ETC. THERE ARE NO TITLES FOR VEHICLES SOLD AT LIEN SALE. OWNERS RESERVE THE RIGHT TO BID ON UNITS. LIEN SALE TO BE HELD ON THE PREMISES: WEDNESDAY MARCH 21, 2012 AT 11:30 AM. VIEWING WILL BE AT THE TIME OF THE SALE ONLY. PERSONAL MINI STORAGE CLERMONT 30 F/K/A GREATER MINI STORAGE-50 15635 S.R. 50 CLERMONT, FL 34711

LAK1175527 03/04,11/2012

Pets

Livestock/ Poultry

NIGERIAN DWARF GOAT - Buckling 1mo. old, blue eyes, \$75w/o papers, \$100w/Papers Call 352-483-0968

Pets for Sale

ENGLISH BULLDOG - puppies ,Acc registered, Shots, Vet C h e c k e d C h o m p i o n Line, \$700. Email: jessica77emma@hotmail.com \$800 jessica77emma@hotmail.com 407-286-1422

Real Estate for Rent

Homes Lake County for Rent

CLERMONT - 3BR/2BA, 1,724 sq ft. Home in quiet gated community, Mission Park, near shopping & schools. \$1,100/mo. 407-532-6780.

LOOK

CLERMONT - Private 3/2/2 in quiet subdivision, 1350 sq ft. \$1050/mo. 352-294-5661 or 407-230-7223

NEW LISTING

CLERMONT/GROVELAND - 3/2/2, Rent to Own, 1/4 acre lot. Near dwntwn, trns, schools. 407-656-0684

EUSTIS - 2 story lakeview home w/ basement, 2-car garage, \$995/mo. 1220 Lakeview Dr. 407-948-8017

EUSTIS - 3/2 home. Avail immediately. Recently updated. Fenc'd yd. \$850/mo. 1st & last. Joe 352-406-9325

FRUITLAND PARK - 3BR/1.5BA w/den. Corner lot. \$875/mo. + sec. deposit. Avail. now! Call Kami 352-787-5435

LEESBURG - Close to town but very rural in gated property. 4br 2ba, 2,400 Sq Ft. w/ porches & decks, amazing kitchen with great views. Close to LRM. 1st & last w/ret. No smoking or pets. \$1,500 / Monthly 352-267-6625

LEESBURG WEST - paved rural, new a/c, electric, plumbing, walls, ceilings, floors, insulat \$600 + deposit 352-343-8219

Real Estate for Sale

Homes Lake County for Sale

MT. DORA - Brick, 4BR, 3BA, garage, shop, carport, scnd porch, pool, fenced yard, \$295,000. 352-383-2960

TAVARES - W, view/access to Dora Canal, furn, w/ 35' tiled lanai, corner lot. \$35k. Pontoon opt. 352-323-8240

Homes Orange County Northwest for Sale

LAKE NALLY WOODS DRIVE - Custom built Arlis's 3.25 home on very private acre plus lot with Lake Views. Peaceful and yet right in the HUB of activity. Florida at its very best! Too Doucette/Coldwell Banker Real Estate! 407-399-0114

DOES YOUR HOUSE NEED REPAIRS?

Homes Out of Area for Sale

EDGEWAY PARK - MIDDLEBOROUGH, MA \$139,900. Beautiful Ranch in 55+ community. 6 RM, 2 BR, 2 BA. Lge kit, b'fast rm, din rm, great rm. A lovely, stylish home, close to town, w/way, T station. Virtual Tour at www.TrufantRE.com. Call Trufant R.E. (781)878-2478

Manufactured Homes

Manufactured Homes for Sale

MT DORA - 2br 2ba screen rms, 2 sheds, furnrd. \$3000/obo. 352-383-0639

Wow!

TAVARES-MOBILE HOME - 1900 Skyliner. Extended 840sq ft 2br/2ba. Fully furnished w/all appliances. New W/D, Car port & shed. 55+ Community w/small friendly park. Well maintained w/activities, 2 televisions inc. Lot rent \$95/mo inc Water, sewer, trash & lawn. Excellent Condition! \$34,500 Negotiable 203-444-8180

Transportation

Autos

AUDI S5 - 2010 Red ext,Black lthr int,conv.,6-cyl,automatic,cruise ctrl,\$46500 (352) 448-1557 WEB OS69500

MERCEDES-BENZ CLK-CLASS - 2008 CLK 63 Black,Lthr int,Nav Sys,auto.,33677Mi. 352-448-1561 WEB OS69564

SUZUKI SX4 - 2009 2008 Metallic Gray Suzuki SX4. Automatic, 4-door Sedan. Excellent condition, 51,312 miles. 30.9MPG on highway. \$8,900. Call (352) 516-4960. (352) 516-4960

Autos Wanted

CASH FOR CARS,TRUCKS,VANS. - Call A-1 Auto Salvage 407-247-4648

Campers/RV for Sale

COUNTRY COACH - 2004 Inspire DeVincl, 3 slides,4 sleeps,350 hp cummins, contact NRXT123@yahoo.com or (904) 458-7307

Motorcycles/ Mopeds

MOTORCYCLE - 2004 Harley Ultra Classic fihnicul black 9k mi 56000 braady9955@gmail.com BRADY9955@GMAIL.COM

Sport Utility Vehicles

JEEP WRANGLER 2001 \$3700 kem4mumm@hotmail.com WEB OS69741

Boats

19' NITRO - 150HP motor. Good condi- tion. 352-589-7545 after 5pm.

ORLANDO SENTINEL

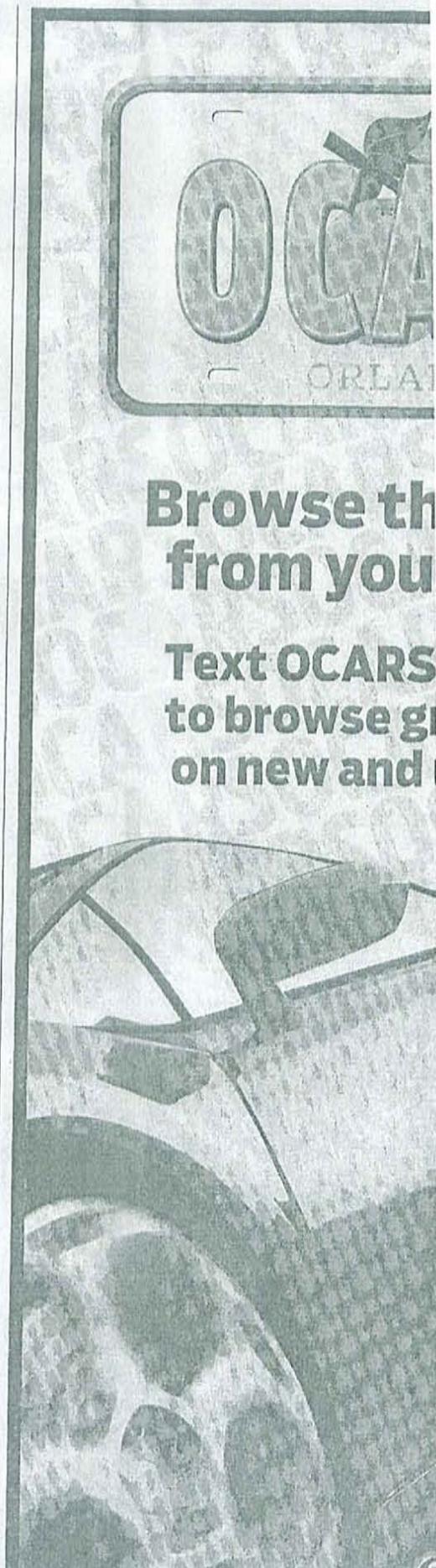
CLASSIFIED

Ask your

Sales Rep

How You Can

Make Your Ad



Browse th
 from you
 Text OCARS
 to browse g
 on new and

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 10

SUBJECT TITLE: Appointment to Police Pension Board

OBJECTIVE:

The mayor will make an appointment to Police Pension Board to replace Councilmember Norm Hope.

SUMMARY:

Councilmember Hope has resigned his position on the Police Pension Board which will leave a vacancy to fulfill his term on the board until November 2013. One application was received from Norb Thomas.

OPTIONS:

The Mayor will make his recommendation for Council approval.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.



America's Seaplane City™

*Application for a Board/Committee Appointment
City of Tavares*

Please Print: THOMAS NORBERT E
Last Name First Middle Initial

Telephone: (352) 343 2653 Email: NORBERT.MPIMENTA@TAVARESFLA.GOV

Cell Phone: (352) 233 5990 Fax: _____

Present Address _____

Which Board/Committee Appointment are you seeking; (Please mark with a check.)

- Bicycle Pedestrian Committee of the Metropolitan Planning Organization
- Citizens Advisory Committee of the Metropolitan Planning Organization
- Community Redevelopment Area Advisory Committee
- Fire Pension Board
- Lake County Cultural Affairs Council – Tavares Representative
- Library Advisory Board
- Planning and Zoning Board*
- Police Pension Board

***Planning and Zoning Board Applicants Only - please also complete the Planning & Zoning Board Applicant Questionnaire Attachment and attach to the application.**

Name(s) and Relationship of Relatives Working for the City: N/A

Have You Ever Been Convicted of or Pled Guilty or No Contest to any Felony Offense? Yes No

Education and Training: (Circle Last Level of Education Completed)

Elementary & High School

College or University

Graduate School

1 2 3 4 5 6 7 8 9 10 11 12

1 2 3 4

1 2 3 4

Are You Employed at Present? (Please Circle)

YES

NO

Name of Last or Present Employer: STATE of FLORIDA Div of ALCOHOL & TOBACCO

Address:

Number and Address

City

State

Zip

Date Hired: JUN 2000

Position: INVESTIGATOR

Brief Description of Responsibilities: LAW ENFORCEMENT

Have You Served on a City of Tavares Board or Committee? YES

If You Answered Yes,

When? PENNSAINT

Where? _____

Professional or Civic Memberships:

1) FLA Police Chief Ass.

2) TAVARES HISTORICAL SOCIETY

3) _____

4) _____

Please Answer the Following (Use Back of Page if Additional Space is Needed)

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?

35 years of Government Experience & 40 years with Credit Unions and Board Positions

2) What do you think should be the purpose of this board?

Determine pension benefits & make recommendations to Council

This form is for completion by applicants, and is used to collect information for reporting purposes only.

In keeping with Florida Statutes Chapter 760.80(4) and to help us comply with reporting and legal requirements regarding minority representation on boards, commissions, councils and committees, please answer the questions below.

ALBERT THOMAS
Name

4/14/2012
Date of Application

Please select one of the following:

An African American; that is a person having origins in any of the racial groups of the African Diaspora.

A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

A Native American, that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.

An American woman.

An American man.

None of the above.

Do you qualify as physically disabled? Yes: No:

Daily Commercial
Tuesday, April 10, 2012 Edition
Citizen Boards/Committees

CITY OF TAVARES CITIZEN BOARDS/COMMITTEES

The City of Tavares is presently accepting applications for the following Boards:

Planning and Zoning Board
Police Pension Board

The positions are voluntary and appointed by the Mayor of the City of Tavares. Applications may be obtained by calling (352) 253-4546, between the hours of 8 a.m. and 5 pm Monday through Friday or by downloading the application from the city's web site at www.tavares.org

Applications should be submitted by Friday, April 20, 2012. For additional information please call Nancy Barnett, City Clerk, at 352-253-4546.

212512-April 10, 2012

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 11

SUBJECT TITLE: Appointment to Planning & Zoning Board

OBJECTIVE:

The mayor will make an appointment to the Planning & Zoning Board to replace Councilmember Norm Hope.

SUMMARY:

Councilmember Hope has resigned his position on the Planning & Zoning Board which will leave a vacancy to fulfill his term on the board until June 2014.

Two applications were received:

Richard Root
Morris Osborn

OPTIONS:

The Mayor will make his recommendation for Council approval.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.



**Application for a Board/Committee Appointment
City of Tavares**

Please Print: Root Richard N.
Last Name First Middle Initial

Telephone: See Cell Phone # _____ Email: _rcroot@comcast.net

Cell Phone: __(352) 217-2998 Fax: _____

Present Address _____

Which Board/Committee Appointment are you seeking; (Please mark with a check.)

- Bicycle Pedestrian Committee of the Metropolitan Planning Organization
- Citizens Advisory Committee of the Metropolitan Planning Organization
- Community Redevelopment Area Advisory Committee
- Fire Pension Board
- Lake County Cultural Affairs Council – Tavares Representative
- Library Advisory Board
- Planning and Zoning Board*
- Police Pension Board

***Planning and Zoning Board Applicants Only - please also complete the Planning & Zoning Board Applicant Questionnaire Attachment and attach to the application.**

Name(s) and Relationship of Relatives Working for the City: N/A

Have You Ever Been Convicted of or Pled Guilty or No Contest to any Felony Offense? Yes ___ No x

Education and Training: (Circle Last Level of Education Completed)

Elementary & High School

College or University

Graduate School

1 2 3 4 5 6 7 8 9 10 11 12

1 2 3 x4

1 2 3 4

Are You Employed at Present? (Please Circle) xYES NO

Name of Last or Present Employer: Harmony Community Church

Address: 1800 N Donnelly St. Mt. Dora FL 32757
Number and Address City State Zip

Date Hired: 2007 Position: Pastor

Brief Description of Responsibilities: _____

Have You Served on a City of Tavares Board or Committee? Yes

If You Answered Yes: When? _____ Where? CRACC

Professional or Civic Memberships:

1) Kiwanis 2) _____

3) Sons of Jubal 4) _____

Please Answer the Following (Use Back of Page if Additional Space is Needed)

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?

I stay aware of local activities of businesses and
resident happening

2) What do you think should be the purpose of this board?

This form is for completion by applicants, and is used to collect information for reporting purposes only.

In keeping with Florida Statutes Chapter 760.80(4) and to help us comply with reporting and legal requirements regarding minority representation on boards, commissions, councils and committees, please answer the questions below.

Name

Date of Application

Please select one of the following:

An African American; that is a person having origins in any of the racial groups of the African Diaspora.

A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

A Native American, that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.

An American woman.

An American man.

None of the above.

Do you qualify as physically disabled? Yes: No:

***Planning and Zoning Board
Applicant Questionnaire Attachment***

1) How do you balance property development rights with government development regulations?

2) What is your overall philosophy on growth in the City and in Lake County?

*I would like to see Lake county and Towns
growth that would be beneficially to all people.*



America's Seaplane City™

*Application for a Board/Committee Appointment
City of Tavares*

Please Print: OSBORN MORRIS E.
Last Name First Middle Initial

Telephone: 353 343-9020 Email: osbornosborn@yahoo.com

Cell Phone: 353 630-7904 Fax: _____

Present Address 1400 Lake Dora Dr. Tavares FL 32778

Which Board/Committee Appointment are you seeking; (Please mark with a check.)

- Bicycle Pedestrian Committee of the Metropolitan Planning Organization
- Citizens Advisory Committee of the Metropolitan Planning Organization
- Community Redevelopment Area Advisory Committee
- Fire Pension Board
- Lake County Cultural Affairs Council – Tavares Representative
- Library Advisory Board
- Planning and Zoning Board*
- Police Pension Board

***Planning and Zoning Board Applicants Only - please also complete the Planning & Zoning Board Applicant Questionnaire Attachment and attach to the application.**

Name(s) and Relationship of Relatives Working for the City: None

Have You Ever Been Convicted of or Pled Guilty or No Contest to any Felony Offense? Yes ___ No

Education and Training: (Circle Last Level of Education Completed)

Elementary & High School

College or University

Graduate School

1 2 3 4 5 6 7 8 9 10 11 12

1 2 3 4

1 2 3 4

Are You Employed at Present? (Please Circle) YES NO

Name of Last or Present Employer: Adventure Christian Church

Address: 3800 S.R. 19 Tavares FL 32778
Number and Address City State Zip

Date Hired: Nov. 1 Position: Administrator / Attorney

Brief Description of Responsibilities: _____

Have You Served on a City of Tavares Board or Committee? NO

If You Answered Yes: When? _____ Where? _____

Professional or Civic Memberships:

- 1) _____ 2) _____
- 3) _____ 4) _____

Please Answer the Following (Use Back of Page if Additional Space is Needed)

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?

Land Use Attorney, 7 years as Property & Land Use Law Professor, FL. Bar Attorney of 17 years,

J.D. from Stetson Law, LL.M in Real Prop. Development from U.M. Former Asst. to County Attorney, Hernando County, FL - Bruce Snow, Esq.

2) What do you think should be the purpose of this board?
Evaluate and decide planning & zoning applications

This form is for completion by applicants, and is used to collect information for reporting purposes only.

In keeping with Florida Statutes Chapter 760.80(4) and to help us comply with reporting and legal requirements regarding minority representation on boards, commissions, councils and committees, please answer the questions below.

Alfred S. De 4/18/2012
Name Date of Application

Please select one of the following:

An African American; that is a person having origins in any of the racial groups of the African Diaspora.

A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

A Native American, that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.

An American woman.

An American man.

None of the above.

Do you qualify as physically disabled? Yes: No:

*Planning and Zoning Board
Applicant Questionnaire Attachment*

- 1) How do you balance property development rights with government development regulations?

Local government regulations balance the Police Power of health, safety & general welfare against the private right to use land to its highest & best use in conjunction with local zoning.

- 2) What is your overall philosophy on growth in the City and in Lake County?

I represented the Orange Co. Expressway Authority during construction of the 429 highway and then went into teaching law for 7 years. This perspective has sharpened my philosophy on growth in that I believe growth in the City & Lake County is inevitable yet—that growth should be planned carefully taking into ~~the~~ account the myriad of Land Use issues at stake. Growth that is well planned can be of benefit not only to the City & the land owner but also future generations to come.

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 12

SUBJECT TITLE: Transfer of General Fund Reserves to Public Works Accounts

OBJECTIVE:

To seek Council's approval for transferring \$37,750.00 from the General Fund Reserves into four Public Works accounts, currently underfunded.

SUMMARY:

This is a request to transfer \$37,750.00 from General Fund Reserves to specific General Services and Fleet Maintenance accounts. This should provide adequate funding in these accounts for the remainder of the 2011-12 fiscal year, pending no unforeseen emergencies. The specific accounts and the amounts as of April 23, 2012 are listed below:

DEPT	ACCOUNT NUMBER	AMOUNT USED			ADDITIONAL AMOUNT REQUESTED ¹
		CURRENT BUDGET ²	AND ENCUMBERED YEAR TO DATE	CURRENT UNSPENT APPROPRIATIONS	
<u>GENERAL SERVICES</u>					
Building Repair	001-4101-541-46-10	21,000	18,612	2,388	6,000
Equipment Repair	001-4101-541-46-15	5,205	5,205	0	4,750
<u>FLEET MAINTENANCE</u>					
Vehicle Repair & Maint	001-1901-549-46-30	49,201	49,177	24	22,000
Mower Repair	001-1901-549-46-35	6,000	5,367	633	5,000
		81,406	78,361	3,045	37,750

¹ Amount of additional appropriations being requested - to come from General Fund Reserve

² Current Budget includes budget transfers into the account thus amounts may be different from adopted budget

- Account (001-4101-541.46-10) was reduced 13% this fiscal year (from \$21,000 in FY 2011 to \$17,355 (adjusted) in FY 2012). This account also incurred two unexpected, unbudgeted repairs this year (a compressor replacement for our City Hall a/c (\$6,677.00) and the replacement of failed kitchen doors in the Civic Center (\$1,221.50). A budget transfer has already been necessary to balance this account.

- Account 001-4101-541.46-15, reduced by 17% this fiscal year, is used to repair equipment including two front end loaders (used by several departments), a chipper, and portable equipment (chainsaws, blowers, concrete saws and grinders, portable generators, etc.). Two unexpected, unbudgeted repairs for the John Deere loader also contributed to depleting this account (replacement of a rear tire (\$976.87) and the replacement of a pilot controller (\$2,881.40)). *A budget transfer is pending for an additional \$2,744 for the replacement of 3 associated computer modules needed to complete this repair.
- The Fleet Maintenance Vehicle Repair and Maintenance account (001-1901-549.46-30) was originally budgeted at \$50,000 for FY 2011, which was revised to \$62,000, was budgeted at \$49,201 in FY 2012, a reduction of 20%. This account is presently very close to running out of money (a current balance of \$24.00). Unexpected repairs to the fire truck (pump \$9,000), rising prices of oil and tires coupled with an aging fleet requiring additional major repairs (transmission and rear end - \$2,500) continue to deplete this account.
- The Fleet Maintenance Mower Repair line item (001-1901-549.46-35) was decreased by approximately 33% from FY 2011 (\$9,000.00 to \$6,000). This account is used for all of the Parks Dept. mowers, tractors, trailers, and hand-held power equipment such as blowers, weed-eaters, etc. This account currently has a balance of \$633.00 with the peak mowing season rapidly approaching.

Faced with insufficient funding in these accounts, your consideration of this request for transfer from General Fund Reserves is extremely important. Any unused amounts will be returned to the General Fund Reserves at the end of the fiscal year.

OPTIONS:

- 1) Council to approve the transfer of \$37,750.00 from General Fund Reserves into 4 Public Works accounts.
- 2) Council to not approve the transfer of \$37,750.00 from General Fund Reserves into 4 Public Works accounts.

STAFF RECOMMENDATION:

- 1) Council to approve the transfer of \$37,750.00 from General Fund Reserves into 4 Public Works accounts.

FISCAL IMPACT:

The Government Financial Officers' Association recommends that at a minimum, general-purpose local governments, regardless of size, maintain unreserved fund balances for the General Fund of an amount between 5 and 20 percent of the fund's operating budget. It is further recommended that small cities maintain reserve levels at the mid or higher range.

Unreserved fund balance as of April 18, 2012 is estimated at \$1,467,749 or 12.8%.

Legal Sufficiency:

City Attorney Robert Q. Williams has reviewed this for legal sufficiency.

THIS PAGE INTENTIONALLY LEFT BLANK



AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012

AGENDA TAB NO. 13

SUBJECT TITLE: FY 2012 – 2013 Budget Workshop and TRIM Calendar

OBJECTIVE:

To approve budget workshop calendar for the City Council for the 2012/2013 Operating Budget and TRIM (Truth in Millage) Requirements.

SUMMARY:

Attached is the proposed comprehensive calendar for the 2012-2013 TRIM and Budget process including Fire Assessment. The calendar includes a meeting to present the General Fund Budget, a meeting to set the Maximum Millage and the Maximum Fire Assessment, two workshops for reviewing the budget, and two Public Hearings for adoption of the budget and millage.

Truth in Millage statues requires that the first public hearing for the budget and millage rate (Tentative Budget Hearing) be held no less than 65 days after the first day of TRIM, July 1st, which is the date that the City receives the Certification of Taxable Value from the Property Appraiser for determining the 2012 (FY2013) millage rate calculations. It is recommended that the Public Hearings for the Budget coincide with regularly scheduled Council Meetings (September 2012) as these dates also meet the requirements of TRIM.

1. July 18, 2012 – Budget Workshop(same date as Regular City Council Meeting) – Draft budget presentation to City Council (General Fund – Other funds to be presented at the August workshop)
2. July 25, 2012 – Budget Workshop to set Maximum Millage Rate, and to set Maximum Fire Assessment. *The millage rate may be decreased throughout the budget process, but it **cannot** be increased above the rate submitted to the property appraiser on August 1, 2012.*
3. August 1, 2012 – City Council Budget Workshop (same date as regular Council Meeting)
4. August 15, 2012 – City Council Budget Workshop (same date as regular Council Meeting)
5. September 5, 2012 – First Public Hearing to adopt Tentative Budget and Tentative Millage Rate for 2012-2013 Budget.
6. September 19, 2012 – Final Public Hearing to adopt 2012-2013 Budget and Millage Rate.

Regular Council Meetings for September 2012 are September 5, 2012 and September 19, 2012.

OPTIONS:

1. Move to approve the Fiscal Year 2013 TRIM Calendar as submitted which meets the requirements of TRIM.
2. Move for further discussion of the Proposed FY 2013 Proposed TRIM Calendar.

STAFF RECOMMENDATION:

Move to approve the Fiscal Year 2013 TRIM Calendar as submitted which meets the requirements of TRIM.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY: A copy of this Calendar has been provided to the City Attorney.

CITY OF TAVARES
TRIM COMPLIANCE CALENDAR
DRAFT SCHEDULE
For Fiscal Year 2013 Proposed Budget

March 1, 2012	Budget Module opened for departments.
March 13, 2012	Budget Handbooks for FY2013 Budget distributed to departments.
April 4, 2012	Council sets Broad Budget Goals.
April 23, 2012- May 3, 2012	City Administrator Department Budget Workshops
April 25, 2012	Council Workshop to Discuss Fire Assessment
May 2, 2012 – May 31, 2012	Staff updates Fire Assessment Data with Consultant
June 1, 2012	Receive Property Appraiser estimate of taxable values for FY2013 (2012 Tax Year)
June 6, 2012	Enabling Ordinance for Fire Assessment – 1 st Reading (preliminary date)
June 20, 2012	Enabling Ordinance for Fire Assessment – 2 nd Reading (preliminary date) Initial Assessment Resolution with assessment roll (preliminary date)
June 29, 2012	Receive DR 420 from Lake County Property Appraiser
July 14, 2012	Draft Budget to City Council
July 18, 2012	City Council Budget Workshop - Draft Budget Presentation to City Council at regular City Council meeting (GENERAL FUND – Other funds to be presented at the August Workshops)
July 25, 2012	City Council Budget Workshop to set Maximum Millage Rate for DR-420 Submittal. The proposed millage rate may be lowered after submitting the DR-420, but it may not be increased. This workshop only sets a maximum rate. Council sets Maximum Fire Assessment Rate.
August 1, 2012	Return completed DR 420 to Lake County Property Appraiser
August 1, 2012	City Council Budget Workshop - 4:00 PM
August 15, 2012	City Council Budget Workshop – 4:00 PM
September 5, 2012	First public hearing to adopt millage rate and tentative budget – 5:05 PM

- September 12, 2012 Send Information to Newspaper for September 16, 2012 Final Budget Hearing Advertisement
- September 16, 2012 Advertise in Newspaper for the Final Hearing to adopt Millage Rate and Final budget. SUNDAY Advertisement.** (ADVERTISEMENT MUST BE AT LEAST 2 DAYS BEFORE SECOND PUBLIC HEARING, BUT NOT MORE THAN 5 DAYS PRIOR.)
- September 18, 2012 Save entire page(s) from advertisement from newspaper – 2 copies.
- September 18, 2012 Contact newspaper for Receipt of Certification of Publication for TRIM package.
- September 19, 2012 Hold second public hearing to adopt Millage rate and Final Budget – 5:05 P.M. (Must be adopted in this order)**
- September 21, 2012 Hand deliver resolution adopting budget, and resolution adopting millage rate. **(MUST BE DELIVERED WITHIN 3 DAYS OF ADOPTION). FRIDAY**
- October 1, 2012 Forward certification to the State of Florida Department of Revenue, Property Tax Administration Program. Mail complete TRIM PACKAGE even if Lake County has not provided a completed DR-422 (TRIM package must go to the State within 30 days of Budget adoption.)

Municipal Budget Hearings are prohibited by state statutes from being held on the same dates that County and School Board Hearings will be held.

- 2012 School Board Hearing Dates: July 24, 2012 & September 11, 2012 (Assumed Dates – No Notice of dates has been received.)
- 2012 Lake County Budget Hearing Dates: September 4, 2012 & September 18, 2012, or September 12, 2012 & September 25, 2012. (We have received conflicting information.)

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 2, 2012**

AGENDA TAB NO. 14

SUBJECT TITLE: Appointment to Lake Community Action Agency

OBJECTIVE:

To determine the City's representation on the Lake Community Action Agency Board of Directors.

SUMMARY:

The Lake Community Action Agency has requested that the Mayor designate an official to replace Councilmember Gamble. This item was tabled from the previous Council Meeting.

Lake Community Action Agency is involved in various community programs such as referrals to homeless shelters, energy assistance, emergency rent and utility assistance and the Head Start program.

OPTIONS:

- 1) Move to approve the recommended appointments by the Mayor
- 2) Do not approve.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A



Local, State & Federally Funded

An Equal Opportunity Employer

LAKE COMMUNITY ACTION AGENCY, INC.

"Caring and Sharing"

501 North Bay Street • Eustis, Florida 32726
(352) 357-5550 • (352) 357-3497 • (352) 357-7070
FAX (352) 483-2298 • <http://www.lakecaa.org/>

Executive Director:

James H. Lowe, CCAP

March 20, 2012

Board of Directors

Executive Committee:

Dorothy F. Everett,
President

John Christian,
Vice President

Charlotte D. Williams,
Secretary

Deirdre D. Lewis,
Assistant Secretary

Nicie A. Parks,
Treasurer

Leroy Lee,
Parliamentarian

Robert Thielhelm,
Member-at-Large

Members:

Evelyn Black

Freda Mays

Leslie Campione

Sandy Gamble

Michael Holland

Willie Montgomery

Robert Ragin

Mayor Robert Wolfe
City of Tavares
P O Box 1068
Tavares, FL 32778-1068

Dear Mayor:

It is has come to our attention that Mr. Gamble has resigned from the Council. We take this opportunity to thank you for the invaluable service Council Member Sandy Gamble has contributed to our board.

Please provide us with the name, telephone number, email address and mailing address of the person who will represent the City of Tavares, replacing Mr. Gamble. Also, please provide us with the name, telephone number, email address and mailing address of the person who will represent your elected public official when he/she cannot attend board meetings.

It is our desire that responsible leaders from businesses, public officials, education, industry, labor, religion, significant minority groups, and other major activities and interest join with us in the challenging work of helping people attain self-sufficiency.

Your elected member will be presented as a nominee to the LCAA Board of Directors at the next board meeting – Wednesday, March 28, 2012 at 5:30 p.m. at the main office, 501 N. Bay Street, Eustis.

Please complete and return one of the enclosed forms, if convenient, not later than March 27th.

Thanks in advance for your continued cooperation.

Sincerely,
LAKE COMMUNITY ACTION AGENCY, INC.

James H. Lowe, Executive Director

Programs:

Head Start • Early Headstart • Community Services Block Grant • Weatherization • Emergency Assistance • Summer Food • Shapedown
Low Income Home Energy Assistance • Family Resource Programs • Home Repairs • Mid-Florida Homeless Coalition • Family Self-Sufficiency
Individual Development Account (IDA) • Volunteer Income Tax Assistance (VITA) • Voluntary Pre-Kindergarten (VPK) • Kids Care Coalition

**AGENDA SUMMARY
TAVARES CITY COUNCIL
May 2, 2012**

AGENDA TAB NO. 15

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, May 16, 2012 – 4:00 p.m.
- Code Enforcement Hearing — May 22, 2012 – 5:00 p.m.
- Lake County League of Cities – May 11, 2012 – 11:30 a.m.
- Lake Sumter MPO – May 23, 2012
- Library Board – May 11, 2012 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – May 17, 2012 – 3:00 p.m., Council Chambers

EVENTS

- Creed's Cause LCA 5K fundraiser – Wooton Park May 5, 2012– 8 am-
10:30 am
- Hydro-X tours jet ski racing – Wooton Park – May 5-6, 2012
- Hydro-X tours jet ski racing – Wooton Park – June 9-10, 2012
- Classic Car Show on Main Street – May 18, 2012 – 6:00 p.m. – 9:00 p.m.

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
May 2, 2012**

AGENDA TAB NO. 16

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

THIS PAGE INTENTIONALLY LEFT BLANK

