

**AGENDA
TAVARES CITY COUNCIL**

**FEBRUARY 6, 2013
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Tim Green, 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) Minutes of Special Council Meeting, December 21, 2012
Minutes of Regular City Council Meetings, January 16, 2013

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Lake Sumter MPO Horizon Award to City for Exemplary Norman Hope
Project – Dora Canal Bridge

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 3) Approval of Amendment of Interlocal Agreement with Lake Jacques Skutt
County for Alfred Street Project – Allow County to Bid Out
and Oversee Widening Project

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

Tab 4) Ordinance #2013-01 – Domestic Partnership Registry Nancy Barnett

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 5) Authorization to Establish a Restricted Fund for Excess Freedom Flag Donations Chris Thompson

Tab 6) Discussion on Policy of Removal of Water Meters from Vacant Homes Lori Houghton

Tab 7) Agreement with Florida Central Railroad for Federal Administration Grant for Rail Improvements Bill Neron

Tab 8) Request to Replace Splash Park Surface Pad Bill Neron

Tab 9) Request to Name New Alleyway as “Pioneer Alley” Nancy Barnett

XI. OLD BUSINESS

XII NEW BUSINESS

Tab 10) Set Freedom Flag Raising Date John Drury

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 11) City Administrator John Drury

Tab 12) Council Reports City Councilmembers

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

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

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

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

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.

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**CITY OF TAVARES
CITY COUNCIL BUDGET WORKSHOP
MINUTES
DECEMBER 21, 2012
CITY COUNCIL CHAMBERS
201 E. MAIN STREET, TAVARES**

COUNCILMEMBERS PRESENT

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

ABSENT

Norman Hope, Councilmember
Lori Pfister, Councilmember

STAFF PRESENT

Lori Houghton, Acting City Administrator/Finance Director
Susie Novack, Deputy City Clerk
Tamera Rogers, Community Services Director

I. CALL TO ORDER

Mayor Wolfe called the meeting to order at 8:30 a.m.

II. Authorization to Appropriate Park Impact Fees for Woodlea Sports Field Project

Ms. Rogers noted the Woodlea Sports Field project is in the final stretch of the first phase which includes the construction of two large baseball fields, fencing and dugouts. At the end of this phase there is a shortfall in the amount of \$11,615 which is needed to complete the sodding of the second ball field. Ms. Rogers noted that both fields have been irrigated and laser graded. She said it would be costly to re-laser grade at a later date and that an equipment remobilization fee may also be incurred for laser grading as well as sodding if not completed at this time.

Ms. Rogers said staff recommends sodding the second field and realize mobilizations savings by utilizing \$13,994 currently remaining in the project budget as well as appropriating \$11,615 from the Park Impact Fee Fund and \$801 from the Parks Operating Fund Budget.

Vice Mayor Smith inquired about the initial bid and asked why there is a shortfall. Ms. Rogers noted that in order to lower the costs the city direct purchased the fencing, dugouts and sod which resulted in a savings of \$13,994. She said the ball fields were bid separately as it was uncertain if there would be enough funds to complete the two fields. The cost to sod the fields is \$26,410 each and to postpone would cost more monies in duplicating laser grading and equipment mobilization. Ms. Rogers noted that Lake County provided \$250,000 in grant funds toward the project which ultimately includes a cloverleaf design with four large fields and four small fields. The two fields in Phase 1 are multipurpose fields. She confirmed that the county

1 monies were comingled and if the project is not completed by December 31, 2012 the county
2 may be due a reimbursement.

3
4 Vice Mayor Smith inquired if the Parks Impact Fee funds could be utilized in the Pavilion
5 Project. Ms. Houghton said the Pavilion Project is part of an enterprise fund and the Park
6 Impact Fees are specific to recreation and expanding park services. She said that the best and
7 most appropriate use for the monies would be for the ball fields.

8
9 Mayor Wolfe and Councilmember Grenier noted their support.

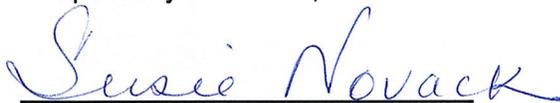
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11 **MOTION**

12
13 **Bob Grenier moved to approve, seconded by Kirby Smith. The motion carried**
14 **unanimously, 3-0.**

15
16 **III. Adjournment**

17
18 There was no further business and the meeting was adjourned at 8:42 a.m.

19
20 Respectfully submitted,

21
22 

23
24 Susie Novack, MMC
25 Deputy City Clerk
26

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JANUARY 16, 2013
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

Kirby Smith, Vice Mayor
Norman Hope, Councilmember
Lori Pfister, Councilmember
Bob Grenier, Councilmember

Robert Wolfe, Mayor

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
Richard Keith, Fire Department
Stoney Lubins, Police Department

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor John Barham, First United Methodist Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Vice Mayor Smith noted that Mayor Wolfe is attending the Tourist Development Council on behalf of the City.

Vice Mayor Smith asked if there were any changes to the agenda. No changes were indicated.

MOTION

Bob Grenier moved to approve the agenda, seconded by Norman Hope. The motion carried unanimously 4-0.

1
2 **IV. APPROVAL OF MINUTES**

3
4 **MOTION**

5
6 **Bob Grenier moved to approve the minutes of December 5 and December 19, 2012 as**
7 **submitted, seconded by Norman Hope. The motion carried unanimously 4-0.**
8

9 **V. PROCLAMATIONS/PRESENTATIONS**

10
11 **Tab 2) Presentation to Eagle Scout, Garrett McCormack**

12
13 Ms. Rogers noted Council had given permission to Mr. McCormack to build a pavilion at the
14 Tavares Nature Park who solicited the funds and then built the pavilion as part of his Eagle Scout
15 project. He noted Mr. McCormack has been successful in meeting his commitment, has earned
16 his Eagle Scout award and has built a beautiful pavilion for the City. She presented a plaque to
17 Mr. McCormack. Mr. McCormack thanked Council for the opportunity to complete the project.
18 Vice Mayor Smith noted there will be a plaque at the pavilion commemorating the work done by
19 Mr. McCormack.
20

21 **VI – SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

22
23 Attorney Williams noted there is one zoning hearing Tab 7, rezoning of 11.23 Acres at Dora
24 Lakes Subdivision. He swore in those who would be giving testimony on Tab 7.
25

26 Attorney Williams asked Council if they had had communications on this matter. There were
27 none.
28

29 **VII READING OF ALL ORDINANCES/RESOLUTIONS**

30
31 Ms. Barnett read the following ordinances by title only:
32

33 **FIRST READING**

34
35 **ORDINANCE 2013-01**

36
37 **AN ORDINANCE CREATING ARTICLE VI OF CHAPTER TWO OF THE CITY**
38 **OF TAVARES CODE OF ORDINANCES CREATING A DOMESTIC**
39 **PARTNERSHIP REGISTRY; ESTABLISHING POLICIES AND PROCEDURES**
40 **FOR THE REGISTRATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR**
41 **TERMINATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR**
42 **DEFINITIONS; PROVIDING FOR CERTAIN RIGHTS; ESTABLISHING FEES;**
43 **PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND**
44 **PROVIDING FOR AN EFFECTIVE DATE.**

45
46 **SECOND READING**
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ORDINANCE 2012- 42

AN ORDINANCE AMENDING THE CITY OF TAVARES, FLORIDA WAIVER OF IMPACT FEES; EXTENDING THE IMPACT FEE WAIVER TO JUNE 30, 2013; PROVIDING FOR A GRADUATED REINTRODUCTION OF THE IMPACT FEES BEGINNING JULY 1, 2013, AND INCREASING IN SIX MONTH INCREMENTS UNTIL JULY 1, 2014, WHEN THE CURRENT FULL IMPACT FEE WILL BECOME EFFECTIVE AGAIN; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-35

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 11.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF MANSFIELD ROAD, FROM RMF-2 (RESIDENTIAL MULTI-FAMILY) & RMF-3 (RESIDENTIAL MULTI-FAMILY) TO PD (PLANNED DEVELOPMENT); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2012-36

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 9.89 ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF MANSFIELD ROAD, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

VIII. CONSENT AGENDA

Vice Mayor Smith stated he would like to pull Tab 3 – Right of Way Deed to Lake County for the Alfred Street One Way Pair Project.

Vice Mayor Smith asked if anyone in the audience was opposed to any item on the Consent Agenda, Tabs 4 and 5.

MOTION

Bob Grenier moved to approve the consent agenda [Tab 4 – Electric Charging Station Use Update and Tab 5 – Request for Proposals for Broker to Sell Water Taxis], seconded by Norman Hope.

The motion carried unanimously 4-0.

1 **Tab 3) Approval of Right of Way Deed to Lake County for the Alfred Street One Way Pair**
2 **Project Design**
3

4 Attorney Williams said this is a request from Lake County for a right of way deed on Caroline
5 Street along the south side of the future Public Safety property. He noted the survey shows that
6 the strip is on the far eastern end and is a two foot wide strip with two feet down to the end where
7 it fans out to about 4.17 feet as it meets Alfred Street. It is approximately 563 square feet.
8

9 Vice Mayor Smith asked for comment from the audience.

10
11 **MOTION**
12

13 **Norman Hope moved to approve the granting of the right of way deed to Lake County for**
14 **the Alfred Street One Way Pair, seconded by Bob Grenier. The motion carried 4-0**
15 **unanimously.**
16

17 **IX ORDINANCES/RESOLUTIONS**
18

19 **FIRST READING**
20

21 **Tab 6) Ordinance #2013-01 – Domestic Registry - read by title only. This ordinance will be**
22 **open for public comment on February 6, 2013 at second reading.**
23

24 **SECOND READING**
25

26 **Tab 7) Ordinance #2012-35 – Rezoning of 11.23 Acres – Lake Arbor Court/Sea Pines**
27 **Court/Mansfield Road – Dora Lakes Estates Subdivision**
28

29 Mr. Skutt noted this rezoning is located on the south side of Mansfield Road and would rezone
30 the property from residential multifamily to planned development, to allow the construction of a
31 250 unit assisted and independent living facility. The property is vacant except for roads and
32 utility infrastructure that was installed about six years ago for a single family subdivision that did
33 not materialize. The existing infrastructure will be abandoned and the older plat will be vacated.
34 The ordinance includes conceptual architectural plans and the developer would have to go
35 through the usual site plan approval process. The buildings would have to conform substantially
36 to the conceptual plan provided with the ordinance. The Planning & Zoning Board voted
37 unanimously to recommend approval and staff recommends approval.
38

39 Vice Mayor Smith asked for comment from the audience.
40

41 **MOTION**
42

43 **Bob Grenier moved to approve Ordinance 2012-35, seconded by Norman Hope. The**
44 **motion carried unanimously 4-0.**
45

46 **Tab 8) – Ordinance #2012-36 –Future Land Use Map Amendment for 9.39 Acres at Dora**
47 **Lakes Estate Subdivision**

1
2 Mr. Skutt said ten of the 11 acres presently bears a low density residential density and this
3 amendment will change that to high density residential. This is the most appropriate designation
4 for the property and for the new zoning that has just been approved. The Planning & Zoning
5 Board voted unanimously to recommend approval and staff recommends approval.

6
7 Vice Mayor Smith asked if there were comments from the audience.

8
9 **MOTION**

10
11 **Bob Grenier moved to approve Ordinance #2012-36, seconded by Norman Hope. The**
12 **motion carried unanimously 4-0.**

13
14 **Tab 9) Ordinance #2012-42 – Extension of Impact Fee Waiver Program**

15
16 Mr. Neron stated at the first meeting in December 2012, Council authorized an ordinance be
17 developed to extend the current impact fee waiver program for an additional six months to the
18 end of June, and then every six months to gradually phase in 33% of the impact fees until the full
19 impact fee program is restored in 2014. Staff recommends approval.

20
21 Vice Mayor Smith asked for comment from the audience.

22
23 Councilmember Grenier said he would support this ordinance after discussing this with Mr. Hayes
24 regarding the utility projects.

25
26 **MOTION**

27
28 **Bob Grenier moved to approve Tab #9, Ordinance #2012-42 – Extension of Impact Fee**
29 **Waiver Program, seconded by Norman Hope. The motion carried unanimously 4-0.**

30
31 **X. GENERAL GOVERNMENT**

32
33 **Tab 10) Request to Dedicate the Dora Canal Bridge**

34
35 Mr. Drury noted that on August 15, Council had considered a request from Councilmember
36 Grenier supported by the National Railroad Historical Society and the Lake County Historical
37 Society to dedicate the bridge to Clayton Bishop for his involvement as a railroad historian.
38 Council voted at that meeting to defer the matter until after the 2013 budget had been approved
39 and then in October deferred it again until after January 1, 2013.

40
41 He said the Tavares Historical Society has requested that the bridge be dedicated to L.A. Duckett
42 and John Henry Wade who were citizens of Tavares and worked on the railroad. They have
43 suggested "Duckett - Wade Memorial Bridge."

44
45 Councilmember Grenier said he had recommended dedicating the bridge to someone living to be
46 able to enjoy the honor, but he was fine with this option. He noted he has written about Mr.
47 Duckett and Mr. Wade in two books.

1
2 Vice Mayor Smith said Mr. Bishop is a great historian but he liked the fact that two Tavaresans
3 would be memorialized along with their families because of the work they had provided on the
4 bridge.

5
6 Vice Mayor Smith invited the Tavares Historical Society to speak.

7
8 Brenda Smith, President of the Tavares Historical Society, thanked Council for deferring the
9 matter so they could provide their recommendation. She said they have no opposition keeping
10 the canal the Dora Canal Trestle Bridge. She said the society felt strongly that if it was to be
11 dedicated it should be dedicated to Tavares residents who had worked on the bridge. She noted
12 Mr. Bishop has been honored at the Lake County Historical Society with a gallery.

13
14 Councilmember Grenier agreed that the official name is the Dora Canal Bridge but that he
15 believed it was a good idea to dedicate the bridge as well.

16
17 Patsy Umlauf of 2805 Wekiva Road, stated she is a new resident. She said she had researched
18 both men and noted Mr. Duckett lived to be almost 106 years old and he and his wife are both
19 buried in Tavares. She said he worked for the Seaboard Railroad as a foreman. She said Mr.
20 Wade had worked as a fireman for the Tug and Grunt and rode on the very last run.

21
22 Councilmember Grenier said he had interviewed Ms. Wade before she passed away.

23
24 Councilmember Pfister said she wanted to be sure no one's feelings were hurt and that the
25 Historical Society feels these two men stand out above all others. She said her next question was
26 about the monetary impact. Mr. Drury said if Council approves this request, that during the
27 budgeting process options will be presented ranging from no expenditures to costs for signage.
28 Councilmember Pfister thanked the Historical Society for their work.

29
30 **MOTION**

31
32 **Norman Hope moved to approve Tab #10 for the option of dedicating the bridge to the two**
33 **Tavaresans [Wade-Duckett Memorial Bridge], seconded by Lori Pfister. The motion carried**
34 **unanimously 4-0.**

35
36 **Tab 11) Conceptual Plan for Wooton Park Expansion**

37
38 Mr. Neron stated that on March 2, 2012, the voters of Tavares approved the referendum of 3.2
39 million to purchase additional property to expand Wooton Park by approximately 4 acres and
40 preserve the waterfront property for posterity. On October 3, 2012 the design team of AVCON
41 engineering was approved. The first item of work was the development of a conceptual plan
42 which will layout the major features of the project. It includes all of the items that were promised in
43 the bond referendum as well as some safety improvements in the existing Wooton Park boat
44 ramp and trail area. The master plan was developed with input from the departments and then an
45 open meeting was held with the user groups. Based on those meetings, Mr. Baldocchi of AVCON
46 will present the concept plan for Council consideration which will be used for the FDEP
47 application process. There is tentative approval for a Tav Lee Trail extension grant of over

1 \$500,000. He said he will be coming back in February to request permission to file grant
2 applications with Lake County TDC for additional funds.

3
4 Mr. Baldocchi thanked Council for the opportunity to work on the project. He gave a slide
5 presentation on the concept plan. He discussed the input he had received from staff and the
6 community stakeholders. The major ideas heard were safety and security of the aircraft
7 operations for both existing ramps and in future areas; maintain and improve the flexibility (due to
8 special events); and extend amenities through the expansion (music, ability to get power, public
9 art, etc.) He noted a major element is to separate pedestrian traffic on the existing ramp from the
10 aircraft traffic therefore the trail has been relocated on the back side of the aircraft ramp. He said
11 they are also proposing to have a secured gate arm at the entrance of the park to limit access. In
12 addition a controlled gate is proposed to keep people aware that there is aircraft in the area. Mr.
13 Drury noted he was concerned about the number of planes and potential conflict with
14 pedestrians.

15
16 Councilmember Pfister asked about the seaplanes on the open area. Mr. Baldocchi said he would
17 address that issue further in his report.

18
19 Mr. Baldocchi discussed the unloading areas for boats, short term parking, and service vehicles,
20 the boat ramp and observation deck.

21
22 Mr. Drury said that 90% of the time seaplanes will not be allowed to use the ramp where the
23 boats are and there will be a separation of traffic. He said there will be a time during a boating
24 ramp when both ramps will be used for boating and similarly for a seaplane event when both
25 ramps would be used for seaplanes.

26
27 Councilmember Pfister asked how much green space is left. Mr. Baldocchi said he did not know
28 the entire area but the entire area depicted would be open green space except during special
29 events. He said he could provide the exact acreage. He pointed out the area that is designated as
30 shoreline enhancement has a proposal going to FDEP that to allow a boat to come onto the
31 beach. He discussed the retention pond proposed. He discussed the different ways to taxi a
32 seaplane that was considered noting that for a seaplane to taxi in on the runway it would require
33 more clearance area.

34
35 Vice Mayor Smith asked if when utilizing the proposed mixed purpose boat ramp would no
36 seaplane be allowed to use the ramp unless there was a staff member standing at the ramp. Mr.
37 Drury confirmed. He said it would not be available to seaplanes unless a special seaplane fly in
38 event was being held.

39
40 Vice Mayor Smith asked if the current boat ramp on the east side would be a mixed use ramp as
41 well. Mr. Drury confirmed that that would be the recommendation.

42
43 Councilmember Pfister asked for the figure on pavement as well.

44
45 Councilmember Grenier asked for confirmation that by approving the conceptual plan, staff could
46 follow up on the next step and a more precise plan would be brought back to Council. Mr. Drury

1 said the preliminary design would be brought back at 30% which would answer Ms. Pfister's
2 questions. The plans would then come back at about 90%.

3
4 Mr. Neron said the plan is to have this project done by construction manager at risk. He noted a
5 new restroom will be done as well to serve the boating area. Mr. Baldocchi said the concept plan
6 has many items that are above and beyond what was in the referendum. Mr. Drury noted the Tav
7 Lee trail is currently not connected. One of the goals of the city's master plan is to connect the
8 trailhead building to the Tav Lee Trail.

9
10 Councilmember Grenier asked for an estimated time line. Mr. Neron said the permitting is the
11 next major aspect which can take anywhere from four to eight months.

12
13 Councilmember Pfister expressed concern about the bond requirements. Mr. Neron said included
14 in the 3.2 million, there was about \$770,000 set aside for engineering and development. That
15 amount will do a basic trail and basic boat ramp, restroom facility and small docks. Through
16 grants the city hopes to enhance the level of those improvements to include what was promised
17 in the bond issue as well as additions, as funds can be found.

18
19 Mr. Drury said staff can provide the referendum and the brochure that was provided to the
20 citizens and identify anything that is different. He said the two things that are different are creating
21 a safety zone for the seaplanes in the current seaplane area, and the other is to connect the
22 current Tav Lee Trail. Councilmember Pfister said she would only agree to other spending if it is
23 fully covered by grants.

24
25 Councilmember Hope said he has concerns about what was told the voters however he
26 understands the safety issue with the seaplanes. He said he would support enhancements if they
27 are fully covered by grants.

28
29 Attorney Williams noted that when a bond issue is done, the bond counsel is careful to make sure
30 that what is done is consistent with what is stated in the referendum He said there is nothing to
31 prohibit the city from doing more with the property legally. Mr. Neron confirmed staff is looking at
32 grants to cover further enhancements.

33
34 Vice Mayor Smith asked for comments from the audience.

35
36 Denise Laratta, Royal Harbor

37
38 Ms. Laratta asked about the gate on the east side and a turnaround point for boats. She asked
39 how the gate would open for a boater. Mr. Drury said there will be a phone available for drivers.
40 Ms. Laratta said the safety enhancements are excellent but as a citizen who voted for the
41 expansion she did not anticipate additional RV parking, or beach volleyball courts and the
42 remaining green space appeared to be seaplane or boat parking.

43
44 Mr. Drury said the open space will provide flexibility for special events being held twice a year.

45
46 Ms. Laratta asked about trees and benches. Mr. Drury said the details of the plan will show the
47 landscaping. Mr. Neron said he hoped there will be oaks along the trail.

1
2 Councilmember Pfister reiterated that the concept plan did not reflect what she had envisioned.

3
4 Vice Mayor Smith he had envisioned the plan including a boat ramp at the end. He said the
5 problem was including seaplanes in the grass on the concept plan.

6
7 Mr. Drury said the plan will come back at 30% for further council feedback. He discussed how the
8 seaplane concept has been figured into the concept plan.

9
10 **MOTION**

11
12 **Bob Grenier moved to approve the concept plan as presented by AVCON in order for staff**
13 **to work on the permit applications, seconded by Lori Pfister.**

14
15 Councilmember Hope said the concept plan reflected what he had presented to the residents.
16 Vice Mayor Smith concurred. Councilmember Pfister said she still would like to know the figures
17 on green space and pavement.

18
19 **The motion carried unanimously 4-0.**

20
21 **XI. OLD BUSINESS**

22
23 None.

24
25 **XII. NEW BUSINESS**

26
27 None

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29 **XIII. AUDIENCE TO BE HEARD**

30
31 Brenda Smith, 1250 Smith Avenue

32
33 Ms. Smith said the Board of the Historical Society was invited to Mr. Russ's house to see his
34 Lionel Train Display. He said this collection will be a tourist attraction for the City of Tavares. She
35 described the display and historical details which will be in the future Tavares Historical Museum
36 at Fire Station #1. Councilmember Grenier spoke in support. He said the company will make
37 reproductions of a town's buildings and these displays are very popular in various cities.

38
39 Councilmember Pfister said she had been approached by someone with a collection of train
40 memorabilia to donate and she would provide Ms. Smith with her name.

41
42 William Soriero, 351 N. Duncan Drive

43
44 Mr. Soriero said he had met with Ms. Houghton about his tax increases [referring to the fire
45 assessment] and asked about the equitability. He discussed his situation with his rental
46 properties. He said he has received almost a 30% tax increase.

47

1 Councilmember Hope asked if it was commercial property noting the millage rate had been
2 lowered and according to the tax assessor the property values had gone down about 5%. He
3 suggested that Mr. Soriero may want to meet with the property tax assessor. He also
4 recommended that he meet with Mr. Drury. Mr. Drury said he would have staff review his property
5 for the fire assessment. Mr. Soriero asked his recourse if there are no errors. Vice Mayor Smith
6 suggested that this would be best discussed in a meeting with the city staff.

7
8 Denise Laratta, Royal Harbor

9
10 Ms. Laratta thanked Chris Thompson for coming up with the idea of the flagpole project in the
11 roundabout and for his success in achieving the goal and for his military service.

12
13 **XIV. REPORTS**

14
15 **Tab 14) City Administrator**

16
17 Mr. Drury noted the annual MPO meeting is January 23rd at the Carriage House. He said he
18 believed Tavares was being nominated for an award for the Dora Canal Bridge.

19
20 **City Clerk**

21
22 **City Attorney**

23
24 Attorney Williams noted the FDEP is not usually supportive of white beaches so that it is
25 important for the city to have other design options for the Wooton Park expansion.

26
27 **Finance Department**

28
29 **Economic Development**

30
31 Mr. Neron reminded everyone of the Crappie Tournament coming up the next weekend.

32
33 **Public Communications**

34
35 Ms. Joyce said WUCF has just completed a nice video for the City of Tavares and a link is
36 available on the city's web site.

37
38 **Fire Department**

39
40 **Public Works Department**

41
42 Chris Thompson said the goal has been passed at over \$31,000, the flagpole is being delivered
43 soon and he will present the date for the dedication ceremony in the near future.

44
45 **Community Services Department**

46
47 Ms. Rogers said this Friday evening 5:30 to 7:30 is the employee art show.

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Human Resources

Community Development

Utility Department

Tab 24) City Council

Councilmember Pfister

No report.

Councilmember Hope

Councilmember Hope stated that recently that Council became aware one of the major employers is vacating a large facility and that Mr. Drury immediately began seeking to find a company to fill those buildings and he appreciated the proactive stance of Mr. Drury and Mr. Neron. He expressed appreciation to Mr. Neron for his ability to find grants. He stated he is very excited about the proposed Freedom Flag monument.

Councilmember Grenier

Councilmember Grenier said he is excited about the flagpole coming. He said he appreciated Mr. Drury's ability to communicate with the residents in a dignified matter on difficult issues.

Vice Mayor Smith

Vice Mayor Smith complimented Ms. Rogers for the design work she did on Mr. Drury's office noting it was accomplished very frugally.

Adjournment

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

Respectfully submitted,



Nancy A. Barnett, C.M.C.
City Clerk

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 6, 2013**

AGENDA TAB NO. 2

SUBJECT TITLE: MPO Horizon Award to City of Tavares for Dora Canal Bridge Project

OBJECTIVE:

Councilmember Hope will present the Horizon Award Plaque for Exemplary Planning Project recently awarded to the City for its role in the Dora Canal Bridge Project.

SUMMARY:

At its recent annual meeting, the Metropolitan Planning Council awarded the City of Tavares an award for "Exemplary Planning Project" for the replacement of the Dora Canal Bridge. The award was given to the City of Tavares, Florida Central Railroad, Lake County Water Authority, City of Eustis, and Lake County for their participation in this project.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
FEBRUARY 6, 2013**

AGENDA TAB NO. 3

**SUBJECT TITLE: Alfred Street One –Way Project
Amendment of Interlocal Agreement**

OBJECTIVE:

To present to Council an amendment to the Alfred Street Interlocal Agreement between the City of Tavares and Lake County that would allow the County to bid and manage the construction of the Alfred Street project.

SUMMARY:

On June 17, 2009, City Council approved an Interlocal Agreement with Lake County for the design, construction and maintenance of the Alfred/Caroline Street one-way–pair project. That agreement stipulated that, after the engineering design was completed, the City shall bid and manage the construction of the project. The engineering design has now been completed by BESH Engineering and the project will be ready for bid once several small right-of-way acquisitions are finalized.

City staff and BESH have worked closely with Lake County's Public Works Engineering Department during the design process. The final plans have been closely reviewed by Lake County's Engineering staff. Lake County is accustomed to bidding out large road construction projects as well as performing construction inspection. The County has offered to bid out the Alfred Street Contract and to manage and oversee the construction, for free. The proposed amended agreement reflects this change.

The Alfred Street improvement is essentially three distinct construction projects:

1. Road reconstruction, drainage improvements, sidewalks and lighting-County Funded
2. Streetscaping, including landscaping, irrigation and brick paver accents-City Funded
3. Alleyway Improvements-City Funded

In addition, the County has offered an option in The Agreement for the County to bid out the Streetscaping and Alleyway Improvements, however, since these tasks have not been funded by the City, all bidders will be advised that award of these portions will depend upon the City funding these improvements. The County has also offered to oversee and inspect the alleyway improvements at the City Manager's written request. By obtaining firm construction bids, city staff will be able to more exactly investigate funding options and budget priorities for

next year. Estimated construction costs for this entire project is approximately half of that estimated 5 years ago.

OPTIONS:

1. That City Council moves to approve the proposed amended Alfred Street Interlocal Agreement with a request that the County also bid out the unfunded Streetscaping and Alleyway improvements.
2. That City Council moves to approve the proposed amended Alfred Street Interlocal Agreement allowing the County to bid out the project without the Streetscaping and Alleyway components.
3. That City Council moves to deny the proposed amended Interlocal Agreement.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve the proposed amended Alfred Street Interlocal Agreement with a request that the County also bid out the unfunded Streetscaping and Alleyway improvements (Option 1).

FISCAL IMPACT:

No direct fiscal impact associated with the approval of this agreement.

LEGAL SUFFICIENCY:

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

SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE CITY OF TAVARES, FLORIDA FOR DESIGN, CONSTRUCTION, AND
MAINTENANCE OF A SEGMENT OF ALFRED STREET

THIS IS A SECOND AMENDMENT TO INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Tavares, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City," for the design, construction and maintenance of a segment of CR Old 441 otherwise known as Alfred Street.

WHEREAS, on or about July 2009, the parties did enter into an Interlocal Agreement for the purposes of setting forth the responsibilities of each as it relates to the design, construction and maintenance of a defined section of Alfred Street, located within the city limits of the City of Tavares; and

WHEREAS, on or about September 2010, the parties did enter into an Amendment to the Interlocal Agreement for the purposes of better defining the cost share of the parties based upon the actual costs rather than the estimated costs; and

WHEREAS, the parties now desire to amend the Interlocal Agreement for the purposes of allowing the County to construct the Project rather than the City; and

WHEREAS, the City desires for the county to also receive bids on the streetscape and landscape plan improvements to be paid for by the city; and

WHEREAS, the City desires for the County to also receive bids on alleyway plan improvements to be paid for by the city.

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

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

2. Amendment. Section 3(B) of the original Agreement, entitled Construction of the Project, shall be amended to provide that the County shall bid and manage the construction of the Alfred Street and Caroline Street Project improvements.

3. Additional Provisions. The following additional provisions shall be incorporated into the original Agreement:

Streetscape, Landscape, and Alleyway Construction. The City has provided the County with Plans for city improvements on the Alfred Street Project, including Streetscape, Landscape, and Alleyway construction plans (city plan sets). The City has requested the County to receive bids for the City plan sets. The City shall advise the County no later than March 1, 2013 if funding has been appropriated by the City for one or more of the projects in the city plan sets. In the event that the City has not appropriated funds, the County will bid the Alfred Street Road Project as a stand alone bid and award. In the event that the City has appropriated funds for one or more of the City planned improvements, then the County will bid the City funded improvements with the Alfred Street Road Project Plans and award the project to the contractor with the combined lowest bid. At the City request, the County retains the option to bid the plan sets for the City if not funded, however, all bidders will be advised that award of the City portion will depend upon the City funding these improvements. The City shall contract directly with the selected contractor to construct the City improvements. The City shall oversee, inspect, and approve the Streetscape and Landscape improvements. The City shall oversee, inspect, and approve the Alleyway construction; however, the County is willing to perform the Alleyway oversight and inspection at the City Managers' written request.

4. Other Provisions. All other provisions of the original Interlocal Agreement, as amended by the first Amendment, shall remain in full force and effect.

{Remainder of page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of, 2013 and by the City of Tavares, Florida, through its City Commission, signing by its duly authorized representative, authorized to execute same by action of the City Commission on the ___ day of, 2013.

COUNTY

Leslie Campione, Chair

This _____ day of _____, 2013.

ATTEST:

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

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Second Amendment to Interlocal Agreement between Lake County, Florida and the City of Tavares for Maintenance on Alfred Street

CITY

By: _____

Name: Robert Wolfe

Title: Mayor

Date: _____

Attest:

Nancy A. Barnett, City Clerk

Approved as to form and legality:

Robert Q. Williams City Attorney

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 6, 2013**

AGENDA TAB NO. 4

**SUBJECT TITLE: Ordinance #2013-01 – Domestic Partnership Registry –
Second Reading**

OBJECTIVE:

To consider the approval of Ordinance #2013-01 establishing a Domestic Partnership Registry

SUMMARY:

Council discussed at its meetings of November 21 and December 5th, and agreed to consider the request brought forth by Dale Gruber to establish a Domestic Partnership Registry in Tavares. Staff was directed to develop an ordinance. The ordinance was read for first reading on January 16, 2013.

Ordinance 2013-01 will establish a Domestic Partnership Registry within the City of Tavares. The purpose of a Domestic Partnership Registry is to create an official registry at the municipal level for unmarried people. The registry authorizes certain rights for registered couples within the jurisdiction, such as health care visitation and decisions; funeral arrangements; incarceration visits, etc. It is not recognized under current state law, nor is it a civil union or marriage which is under the province of state law. The ordinance allows 90 days for implementation which will be no later than May 1, 2013.

Other details of the ordinance are as follows:

- Requires both partners to appear in person to register initially
- Requires the partners to notify the City of any change in the status of the relationship, or of a change in address or name of the partners, and if one or both of the partners wishes to terminate the partnership.
- If the partnership is terminated, allows either partner to terminate the relationship by filing a notarized affidavit of termination with the City Clerk and showing proof that they have either sent a letter by certified mail to the other partner, or by signing an affidavit that they have made a good faith effort to contact the partner. The Clerk would issue a Certificate of Termination to each partner at the last known address of the partners on record which would be effective ten (10) days from the date the certificate of termination is issued.

- Provides for other terms for automatic termination such as one or both partners marries in Florida, one of the partners dies (provisions relating to funeral and burial decisions would survive), or one partner registers in another partnership.
- The City will provide a link to the Clerk of Court web site where the initial registration, any amendments, and/or termination will be recorded.
- Provides for a fee to prepare and issue the Certificate of \$50.00 and \$20.00 to register amendments, including termination of the partnership.
- Provides for any domestic partnership registry established by Lake County in the future, that is substantially similar to the City of Tavares' registry to be brought to the City Council for joint administration for its consideration.

OPTIONS:

- 1) Move to approve Ordinance #2012-13
- 2) Do not approve Ordinance #2012-13

STAFF RECOMMENDATION:

Move to approve Ordinance #2013-01 establishing a domestic registry in the City of Tavares

FISCAL IMPACT:

\$200 to purchase a laminating machine and supplies from the City Clerk's operating budget

LEGAL SUFFICIENCY:

Legally sufficient.

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ORDINANCE 2013-01

AN ORDINANCE CREATING ARTICLE VI OF CHAPTER TWO OF THE CITY OF TAVARES CODE OF ORDINANCES CREATING A DOMESTIC PARTNERSHIP REGISTRY; ESTABLISHING POLICIES AND PROCEDURES FOR THE REGISTRATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR TERMINATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CERTAIN RIGHTS; ESTABLISHING FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DOMESTIC PARTNERSHIP REGISTRY

Section 1. - Definitions.

(a) Domestic Partners - means only two adults who are parties to a valid domestic partnership relationship and who meet the requisites for a valid domestic partnership relationship as established pursuant to Section 1.1.

(b) Affidavit of Domestic Partnership - means a sworn form under penalty of perjury, which certifies that two (2) Domestic Partners meet the requirements of a domestic partnership relationship as described in Section 1.1

(c) Jointly responsible - means each Domestic Partner mutually agrees to provide for the other partner's basic needs while the domestic partnership relationship is in effect, except that partners need not contribute equally or jointly to said basic needs such as food and shelter.

(d) Health care facility - includes, but is not limited to, hospitals, nursing homes, hospice care facilities, convalescent facilities, walk-in clinics, doctor's offices, mental health care facilities and any other short-term or long-term health care facilities located within the City of Tavares.

(e) Correctional facility - means holding cells, jails, and juvenile correction centers of any kind, located within or under the jurisdiction of the City of Tavares.

(f) Mutual residence - means a residence shared by the Registered Domestic Partners; it is not necessary that the legal right to possess the place of residence be in

44 both of their names. Two people may share a mutual residence even if one or both
45 have additional places to live. Registered Domestic Partners do not cease to share a
46 mutual residence if one leaves the shared place but intends to return.

47
48 (g) Dependent - is a person who resides within the household of a registered
49 domestic partnership and is:

50
51 1. A biological, adopted or foster child of a registered Domestic
52 Partner; or

53
54 2. A dependent as defined under IRS regulations; or

55
56 3. A ward of a registered Domestic Partner as determined in a
57 guardianship or other legal proceeding.

58
59 (h) City Clerk - means the City Clerk of the City of Tavares.

60 **Section 1.1. - Registration of Domestic Partnerships.**

61 a) A valid domestic partnership relationship may be registered by any two (2)
62 persons by filing an affidavit of domestic partnership with the City of Tavares, which
63 affidavit shall comply with all requirements set forth in this ordinance for establishing
64 such domestic partnership. Upon payment of any required fee of \$50.00 plus recording
65 fees, the City Clerk shall file the affidavit of domestic partnership by having such
66 affidavit recorded with the Lake County Clerk of Courts and issue a certificate and
67 laminated card reflecting the registration of the domestic partnership relationships in the
68 City of Tavares. The City Clerk shall not be responsible for maintaining a record of any
69 of the forms except the Domestic Partner Registry. The Clerk shall establish a link to
70 the Lake County Clerk of Courts on line official records where domestic partnerships
71 registry affidavits, amendments, and terminations will be recorded.

72
73 (b) An affidavit of domestic partnership shall contain the name and address of
74 each domestic partner, the signature of each partner, the signatures of two witnesses,
75 and each partner shall swear or affirm under penalty of perjury that:

76
77 (1) Each person is at least eighteen (18) years old and competent to
78 contract;

79
80 (2) Neither person is currently married under Florida law or is a partner
81 in a domestic partnership relationship or a member of civil union with anyone other than
82 the co-applicant;

83 (3) Each person considers himself or herself to be a member of the
84 immediate family of the other partner and to be jointly responsible for maintaining and
85 supporting the registered domestic partnership;

86
87 (4) The partners reside in a mutual residence; and

88
89 (5) Each person agrees to immediately notify the City Clerk, in writing,
90 if the terms of the Registered Domestic Partnership are no longer applicable or one (1)
91 of the domestic partners wishes to terminate the domestic partnership.

92
93 (6) Each person expressly declares their desire and intent to designate
94 their domestic partner as their healthcare surrogate and as their agent to direct the
95 disposition of their body for funeral and burial.

96
97 (c) Any partner to a domestic partnership may file an amendment to the
98 domestic partnership certificate issued by the City Clerk to reflect a change in his or her
99 legal name or address. Amendments shall be signed by both members of the
100 registered domestic partnership under oath. The fee will be \$20.00 plus recording costs
101 for any amendments.

102
103 **Section 1.2. - Termination of Registered Domestic Partnership Relationship.**

104 (a) Either partner to a registered domestic partnership relationship may
105 terminate such relationship by filing a notarized affidavit of termination of
106 domestic partnership relationship with the City Clerk.

107 (b) If a termination statement is not signed by both registered domestic
108 partners then the partner requesting termination must provide proof of
109 notification to the other partner by certified mail to the City Clerk or must
110 sign an affidavit indicating that they have made a good effort to contact the
111 partner.

112 (c) Upon payment of the required fee of \$20.00, receipt of the affidavit with a
113 copy of certified mail, or affidavit indicating an effort to contact the partner,
114 the City Clerk shall file the affidavit, have it recorded at the Lake County
115 Clerk of Courts, and issue a certificate of termination of domestic
116 partnership relationship to each partner of the former relationship. The
117 termination shall become effective ten (10) days from the date the
118 certificate of termination is issued.

119
120 (b) Automatic termination. A registered domestic partnership shall
121 automatically terminate upon notice to the City Clerk of the following events:
122

- 123 1. One (or both) of the domestic partners marries in Florida;
124
125 2. One of the domestic partners dies (provided however, the
126 provisions relating to funeral and burial decisions shall survive); or
127
128 3. One of the domestic partners registers with another partner.
129

130 The marrying, surviving or re-registering domestic partner(s) shall file an affidavit
131 terminating the domestic partnership relationship within ten (10) days of one of the
132 occurrences listed in subsections (b)1-3 above.

133 **Section 1.3. - Maintenance of Records; Filing Fees.**

134 (a) The City Clerk shall prepare the form of all affidavits, amendments, and
135 certificates required to be filed under this Act. The City Clerk shall maintain a record of
136 all affidavits, amendments, and certificates filed pursuant to this ordinance.
137

138 (b) The City Clerk is authorized to establish fees for the filing of any affidavits,
139 amendments, and the issuance of any certificates required by this act. Any fees
140 established under this section shall be commensurate with the actual costs of
141 administering the provisions of this ordinance.
142

143 (c) The City Clerk is authorized and directed to take all actions necessary to
144 implement the provisions of this section within ninety (90) days after this ordinance is
145 enacted.
146

147 (d) If Lake County, Florida establishes a domestic partnership registry law
148 that is substantially similar to the City of Tavares' Domestic Partnership registry code
149 provisions, the City Clerk shall collaborate with Lake County to determine whether a
150 joint registration system will most efficiently serve our citizens. The City Clerk will bring
151 any recommendations for joint administration to City Council for its consideration. If
152 such a joint registry is established, the references in the ordinance to the City Clerk
153 shall mean the filing officer for the joint registry approved by City Council and Lake
154 County.
155

156 **Section 1.4. - Rights and Legal Effect of Registered Domestic Partnership.**

157 To the extent not superseded by federal, state, or other city law or ordinance, or
158 contrary to rights conferred by contract or separate legal instrument, Registered
159 Domestic Partners shall have the following rights:

160 (a) Health Care Facility Visitation. - All health care facilities operating within
161 the City of Tavares shall honor the Registered Domestic Partnership documentation
162 issued pursuant to this code as evidence of the relationship and shall allow a
163 Registered Domestic Partner visitation as provided under federal law. A Dependent of
164 a Registered Domestic Partner shall have the same visitation rights as a patient's child.
165

166 (b) Health Care Decisions. - This section pertains to decisions concerning
167 both physical and mental health. Registry as a domestic partner shall be considered to
168 be written direction by each partner designating the other to make health care decisions
169 for their incapacitated partner, and shall authorize each partner to act as the other's
170 healthcare surrogate as provided in Chapter 765, Florida Statutes, and otherwise as
171 provided by federal law. Further, no person designated as a health care surrogate shall
172 be denied or otherwise defeated in serving as a health care surrogate based solely
173 upon his or her status as the domestic partner of the partner on whose behalf health
174 care decisions are to be made.
175

176 (c) Funeral/burial Decisions. - Registry as a domestic partner shall be
177 considered to be written direction by the decedent of his or her intention to have his or
178 her domestic partner direct the disposition of the decedent's body for funeral and burial
179 purposes as provided in Chapter 497, Florida Statutes, unless the decedent provides
180 conflicting, written inter vivos authorization and directions that are dated after the date of
181 the registration, in which case the later dated authorization and directions shall control.
182

183 (d) Correctional Facility Visitation Rights. - Any person who is a party to a
184 registered domestic partnership relationship, pursuant to Section 1.1, shall be entitled to
185 visit his or her domestic partner, or other family member of the domestic partner, who is
186 an inmate at a correctional facility located within the City of Tavares, upon the same
187 terms and conditions under which visitation is afforded to spouses, dependents, or
188 parents of inmates. Visitation rights provided by this section shall extend to any children
189 of the domestic partners, and the domestic partners of an inmate's parents or children.
190

191 (e) Notification of Family Members. - In any situation providing for mandatory
192 or permissible notification of family members, including but not limited to notification of
193 family members in an emergency, or when permission is granted to correctional facility
194 inmates to contact family members, "notification of family" shall include registered
195 Domestic Partners.
196

197 (f) Preneed guardian designation. - A person who is a party to a registered
198 Domestic Partnership relationship, pursuant to Section 1.1 above, shall have the same
199 right as any other individual to be designated as a preneed guardian pursuant to
200 Chapter 744, Florida Statutes and to serve in such capacity in the event of his or her

201 Domestic Partner's incapacity. A Domestic Partner shall not be denied or otherwise be
202 defeated in serving as the plenary guardian or his or her Domestic Partner or the
203 partner's property under the provisions of Chapter 744, Florida Statutes, to the extent
204 that the incapacitated partner has not executed a valid preneed guardian designation,
205 based solely upon his or her status as the Domestic Partner of the incapacitated
206 partner.

207
208 (g) Participation in Education. - To the extent allowed by federal and state
209 law, a registered Domestic Partner shall have the same rights to participate in the
210 education of a dependent of the registered Domestic Partnership as a biological parent
211 to participate in the education of their child, in all educational facilities located within or
212 under the jurisdiction of the City. However, if a biological parent of a minor dependent,
213 whose parental rights have not been terminated, objects to the participation of a non-
214 biological registered Domestic Partner in education conferences or other dissemination
215 of educational information, only the participation of the biological parents shall be
216 allowed.

217
218 **Section 1.5. - Limited Effect.**

219 (a) Nothing in this article shall be interpreted to alter, affect, or contravene
220 city, county, state or federal law.

221
222 (b) Nothing in this article shall be construed as recognizing or treating a
223 registered Domestic Partnership as a marriage.

224
225 **Section 1.6. - Enforcement.**

226 A registered Domestic Partner may enforce the rights under Section 1.4 by filing
227 a private judicial action against a person or entity in any court of competent jurisdiction
228 for declaratory relief, injunctive relief, or both.

229
230
231 This ordinance shall take effect immediately upon its final adoption by the
232 Tavares City Council.

233
234
235 PASSED AND ORDAINED this _____ day of _____, 2013,
236 by the City Council of the City of Tavares, Florida.

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ATTEST:

Robert Wolfe, Mayor
Tavares City Council

John Drury
City Administrator

First Reading: January 16, 2013

Passed Second Reading _____

Approved as to form:
Robert Q. Williams
City Attorney

Orlando Sentinel/Lake Sentinel
Sunday, January 27, 2013 Edition
Ordinance 2013-01

Public Hearing Notices

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider the Ordinance 2013-01, Second Reading, on February 6, 2013 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE 2013-01

AN ORDINANCE CREATING ARTICLE VI OF CHAPTER TWO OF THE CITY OF TAVARES CODE OF ORDINANCES CREATING A DOMESTIC PARTNERSHIP REGISTRY; ESTABLISHING POLICIES AND PROCEDURES FOR THE REGISTRATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR TERMINATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CERTAIN RIGHTS; ESTABLISHING FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; 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.

LAK1221164

01/27/2013

**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 6, 2013**

**AGENDA TAB NO. 5
SUBJECT TITLE: Freedom Flag Restricted Fund**

OBJECTIVE:

To seek Council's approval for staff to establish a Restricted Fund for monies collected through donations for the Tavares Freedom Flag Project.

SUMMARY:

At the October 3rd City Council Meeting, members of the Council gave permission for a design modification to the interior of the roundabout on Main Street & Sinclair Avenue, contingent upon obtaining permission from Lake County. This modification would replace the 11 planned sabal palm trees with a 60' flagpole. Lake County agreed to this landscape modification with the stipulation that the City of Tavares be totally responsible for the funding and related construction. A fund raising goal of \$28,000 was developed by staff for this project. Donations have now surpassed this goal making it possible to establish a Restricted Fund to be used for finishing the project and future maintenance (replacement of flag, light bulbs, and landscaping, as needed).

To finalize the donor monument design, donations collected after February 6, 2013 will no longer be recognized on the monument. Donors contributing after February 6, 2013 will be informed their money will go into the Restricted Fund for the continued maintenance of the Freedom Flag.

Current donations received	\$33,000.00
Projected total expenses	\$19,050.06
Projected maintenance funds	\$13,949.94

Withdrawals from this fund would be restricted to Freedom Flag maintenance needs only.

Breakdown of Expenses	Proposed
Advertising (to date)	\$ 109.50
Structural engineering	donated
Ground sleeve	473.00
Flagpole concrete base	donated
60' flagpole (plus shipping)	8,167.00
Flagpole installation	Donated
Enhanced landscaping	1500.00
Flag illumination (3 LED fixtures)	2,380.56
Electrical (supply for outlets & lights)	520.00
American Flags (6)	900.00
Donor Monument	5,000.00
Total proposed costs	\$19,050.06
Maintenance Fund	13,949.94
Total Donations	\$33,000.00

OPTIONS:

- 1) Move to direct staff to establish a Restricted Fund for funds collected through donations for the Tavares Freedom Flag Project to be used for continued maintenance as needed.
- 2) Do not move to establish the Restricted Fund

STAFF RECOMMENDATION:

Move to direct staff to establish a Restricted Fund for funds collected through donations for the Tavares Freedom Flag Project to be used for continued maintenance as needed.

FISCAL IMPACT:

No fiscal impact

Legal Sufficiency:

Legally sufficient.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 6, 2013**

AGENDA TAB NO. 6

SUBJECT TITLE: Discussion of Utility Fee Policy for Vacant Properties

OBJECTIVE:

Discussion concerning the City-wide policy for removal of Water Meters

SUMMARY:

During the fiscal year 2011 budget process, at the request of the City Council, staff developed a policy for removal of water meters in order to provide some relief of base charges to those parcels where meters had been installed, but structures had either been removed or not built, or where irrigation and potable meters serviced one location, or where the irrigation meter was not longer needed.

The draft policy was presented to the City Council on September 8, 2010, as part of the Tentative Budget Hearing for the Fiscal Year 2011 Budget.

The policy was brought back to the City Council on December 10, 2011, and the Policy was approved by the City Council. A copy of the Policy is attached.

Within the constraints of the Policy, meters servicing existing structures, are prohibited from removal and base charges apply.

The City has received approximately 37 requests to "pull" meters since the policy was approved.

OPTIONS:

1. Move for Council to discuss Meter Pulling Policy
2. Move for Council NOT to discuss Meter Pulling Policy

STAFF RECOMMENDATION:

Motion for Council to discuss Meter Pulling Policy

FISCAL IMPACT:

The impact is estimated to be minimal, but the actual fiscal impact cannot be determined at this time.

LEGAL SUFFICIENCY:

A copy of the Policy has been provided to the City Attorney.

APPLICATION FOR REMOVAL OF WATER METER

1 Date of Request: _____

2 Name of person requesting meter to be pulled: _____

3 Meter Number: _____

4 Utility Account Number CUST NO. _____ LOC NO. _____

5 Meter Type: POTABLE _____ IRRIGATION _____

6 Property Address: _____

7 Subdivision Name if applicable: _____

8 Please check one:

- a. Single Family Residence _____
- b. Single Family - Manufactured _____
- c. Multi-family _____
- d. Commercial Structure _____

9 Owner's name _____

10 Owner's Address _____

11 Owners phone number _____

12 Is the property vacant? YES _____ NO _____

13 If yes - for how long? YEARS _____ MONTHS _____

14 Is a permit in process for the property YES _____ NO _____

15 If yes, provide permit number and date: PERMIT NO _____ DATE _____

16 If no, will a permit be applied for?: YES _____ NO _____

17 Reason for meter to be pulled: _____

18 Owner's Signature _____
Date

19 Utility Director Approval _____
Date

20 Finance Director Approval _____
Date

Attach a copy of this form to the work order

CITY OF TAVARES WATER METER REMOVAL POLICY

- 1 The City of Tavares shall own and maintain all water meters metering water consumption by City of Tavares' customers. The customer shall own and maintain all attachments up to the water meter on the customer's side of the meter.
- 2 All meters shall be set and reset by a City of Tavares Water Utility employee unless otherwise authorized by the Utility Director.
- 3 When a water meter has been removed for unauthorized meter access, the property owner is required to complete a Meter Reset application and pay the cost for a new meter and reset fees.

Single Family Residence

- 4 A property owner may request a **potable water meter** to be removed under the following conditions:
 - a) The structure that the meter serviced has been demolished or removed from the property.
 - b) A replacement structure will not be erected within one year.
 - c) The property owner is required to pay all costs associated with the installation for any new meter installation.
 - d) No other meters will remain active on the property.

Multi-Family and Commercial

- 5 A property owner may request a **potable water meter** to be removed under the following conditions:
 - a) The structure that the meter serviced has been demolished or removed from the property, and no structures remain that were attached to the demolished structure.
 - b) A replacement structure will not be erected within one year.
 - c) The property owner is required to pay all costs associated with the installation for a new meter installation.
 - d) No other meters will remain active on the property.
- 6 Irrigation meters currently installed and servicing a vacant parcel may not be removed.
- 7 Fees for meter removals will be assessed at the Voluntary Service Disconnection Rate and require advance payment.
- 8 All requests for meter removals require approval of the Utility Director and the Finance Director

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: JANUARY 16, 2013**

AGENDA TAB NO. 7

SUBJECT TITLE: Approval of Agreement between Florida Central Railroad and the City of Tavares for payment of \$2.2 million Federal Rail Administration Grant Funds for Railroad Track Improvements

OBJECTIVE:

To have City Council approve an Agreement between Florida Central Railroad and the City of Tavares for payment of \$2.2 million of Federal Rail Administration Grant Funds for railroad track improvements.

SUMMARY:

At the Council meeting of May 19, 2010 the City Council approved the City of Tavares participation in local match funding for an \$18.4 million FDOT grant for railroad track improvements between Plymouth and Eustis.

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

At the Council meeting of February 16, 2011 the City Council again approved a proposed plan and directed the City Administrator to develop a funding proposal for the City's then local cash match of \$383,334 to be brought back for Council consideration during the Summer budget review meetings. Over the ensuing time frame, the request for the City cash match was reduced to \$300,000.

The approved 2011 – 12 Five-Year Capital Improvement Program contained a total appropriation of \$300,000 as the City's share for the local match for the grant. The City's contribution was to be spread out over three fiscal years with an appropriation of \$100,000 to be made in Fiscal Years 2012, 2013 and 2014.

Staff has now been informed that the total City contribution has been reduced again to a total cash match of \$160,000 with \$80,000 needed each in FY 2013 and FY 2014.

The City of Tavares is acting as a conduit for the receipt and disbursement of the FRA grant funds on behalf of the other local governments participating in the overall track improvement grant. The receipt of the \$2.2 million FRA grant substantially reduced the local cash match of the participating local governments.

The attached Agreement describes the payment process for disbursement of the FRA funds through the City to Florida Central Railroad

OPTIONS:

1. To approve the attached Agreement between Florida Central Railroad and the City of Tavares for the payment of FRA Grant Funds.
2. To not approve the attached Agreement between Florida Central Railroad and the City of Tavares for the payment of FRA Grant Funds.

STAFF RECOMMENDATION:

Staff recommends that the Council approve Option 1 above.

FISCAL IMPACT:

The City of Tavares will act as a conduit for the payment of Grant Funds. The receipt of the FRA Grant reduced the City's local match for the overall grant program from an originally estimated \$383,344 to \$160,000.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached Agreement.

**AGREEMENT
FOR
FUNDING OF RAILROAD TRACK REHABILITATION
(CITY OF TAVARES)
(FEDERAL RAILROAD ADMINISTRATION GRANT)**

This Agreement for Funding of Railroad Track Rehabilitation (City of Tavares, Federal Railroad Administration Grant) (“Agreement”) dated this _____ day of _____, 2013 is entered into by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.** (“Railroad”) and the municipality of **TAVARES, FLORIDA** (“the City”).

RECITALS

1. Railroad operates, maintains and provides rail freight service on a rail line between Orlando and Umatilla, Florida, between Toronto and Winter Garden, Florida, and between the City and Sorrento, Florida;

2. The portions of the rail line between Orlando and Umatilla, Florida (including the Silver Star Industrial Park), between Toronto and Winter Garden, Florida and between the City and Mount Dora, Florida (collectively herein the “Line”) are in need of rehabilitation including new rail, ties and ballast, surfacing, and repair of bridges and road crossings;

3. In order to: (i) reduce railroad operating costs and improve rail service reliability so that rail service may better compete with trucks, thereby reducing the number of trucks on local streets and highways, reducing traffic congestion and air pollution, and promoting energy efficiency, (ii) promote the growth of local industries that ship by rail and the jobs, taxes and other local benefits such industries provide, and (iii) preserve the Line for future rail commuter service, Railroad, the Florida Department of Transportation (“FDOT”), Lake County and Orange County, Florida (collectively herein the “Counties”), and the City and the Cities of Apopka, Eustis, Mount Dora, Ocoee, Orlando and Winter Garden, Florida (collectively herein the “Cities”) have developed a plan to fund rehabilitation of the Line (the “Project”);

4. Pursuant to the Joint Rail Project Agreement (Non-Federal) between FDOT and Railroad dated June 21 2011 (the “FDOT Agreement”), FDOT has agreed to provide a maximum financial contribution of Thirteen Million Eight Hundred Thousand Dollars (\$13,800,000.00), not to exceed seventy-five percent (75%) of the total estimated cost of the entire Project which is Eighteen Million Four Hundred Thousand Dollars (\$18,400,000.00) (the “Estimated Project Cost”);

5. The City has obtained a grant from the Federal Railroad Administration (“FRA”) under its Rail Line Relocation and Improvement Capital Grant Program, in the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (the “FRA Grant”) to be applied toward the Estimated Project Cost;

6. Railroad, the Counties and the Cities (collectively herein the “Local Match Participants”), have agreed to collectively fund the remainder of the Estimated Project Cost (the “Local Match”) pursuant to agreements to be entered into between and among Railroad and the other Local Match Participants with each contributing the percentage of the Estimated Project Cost shown on Exhibit A hereto up to the maximum dollar amount shown on Exhibit A; and

7. Railroad and the City desire to set forth herein the terms and conditions for the City’s payment of FRA Grant funds to Railroad to be applied toward the Estimated Project Cost.

NOW, THEREFORE, in consideration of the benefits described in the foregoing recitals, the City agrees as follows:

1. Description of the Project

The Project shall consist of the work described on the Workplan attached hereto as Exhibit B. Railroad shall be responsible for carrying out the Project consistent with the Workplan. Railroad shall be the owner of all materials and any equipment used in the Project.

2. Project Funding

(a) The following percentage of the Estimated Project Cost shall be paid by the City to Railroad from the FRA Grant:

City (FRA Grant) -- 11.96 percent (11.96%) not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00).

(b) Under no circumstances shall the City be required to contribute more funds from the FRA Grant than the dollar amount shown in Section 2(a) above.

(c) The funding from the FRA Grant provided by the City herein is in addition to the funding to be provided by the City from its own funds pursuant to a separate agreement among Railroad, Lake County, Florida, the City and the Cities of Eustis and Mount Dora, Florida.

(d) The parties hereto acknowledge that the City of Orlando, Florida has not secured all of the funding it had intended to provide toward the Estimated Cost of the Project, and that completion of the work attributable to rehabilitation of the track in the Silver Star Industrial Park, highlighted in yellow on Exhibit B hereto, may be delayed due to the lack of such funding. Railroad agrees to continue to work with the City of Orlando to secure such funding, but the lack of such funding shall not delay Railroad’s completion of other parts of the Project.

(e) The parties hereto acknowledge that the cost of the work shown on Exhibit B hereto is an estimate and agree that, in the event that the actual cost of the Project exceeds the Estimated Project Cost, some or all of the work

described on Exhibit B attributable to rehabilitation of the track on the Sorrento Branch Mount Dora to Tavares segment may be deferred pending receipt of additional funding.

3. Release of Funds

- (a) The financial contribution by the City from the FRA Grant shall be made in accordance with this Section 3. The funds contributed by the City from the FRA Grant hereunder shall only be used by Railroad to cover unreimbursed costs for the Project. As construction of the Project progresses, Railroad shall, from time to time, submit project cost invoices to FDOT representing work on the Project completed at the time of the billing. Upon approval of the cost reimbursement request by FDOT, Railroad shall submit a copy of the FDOT approval accompanied by supporting invoices and a copy of the payment documentation to the City for payment of the agreed share of the Estimated Project Cost to be paid from the FRA Grant. Within thirty (30) days of receipt of the FDOT approval, the City shall pay Railroad 11.96 percent (11.96%) of the approved costs representing the agreed share of the Estimated Project Cost to be paid from the FRA Grant. For example, if FDOT approves a project cost invoice in the amount of One Hundred Thousand (\$100,000.00), FDOT will pay Seventy-Five Thousand Dollars (\$75,000.00). Within thirty (30) days of FDOT's cost approval, the City shall pay Eleven Thousand Nine Hundred Sixty Dollars (\$11,960.00) to Railroad. Railroad shall, at the same time, seek payment from each of the Local Match Participants for their agreed share of the Estimated Project Cost pursuant to separate written agreements with those parties. City's obligation to pay any FRA Grant funds is conditioned upon the execution of a final grant agreement with FRA and the full funding of that grant by FRA.
- (b) Except as provided in Section 2(d) and Section 2(e) herein, in the event the maximum financial assistance from FDOT, the FRA Grant, and the funding provided by the Local Match Participants pursuant to separate agreements, are collectively insufficient to complete the Project as specified, Railroad shall be responsible for the payment of the additional funding.

4. Project Development Responsibilities

Railroad shall be solely responsible for coordinating the hiring of contractors to complete the Project and will administer the Project through completion of the work. Each of the contractors shall be required to execute an agreement with Railroad. The City hereby acknowledges and agrees that the role of Railroad in the Project is to coordinate the hiring of the contractors, administer the contracts with the contractors, and ensure that the contractors complete the Project in substantial conformance with Exhibit B. Railroad does not insure the long-term quality of workmanship of the completed Project. During performance of the

rehabilitation work and following the completion of the Project, Railroad shall be solely responsible for the operation and maintenance of the Line.

5. Timing: Target Dates

It is the intention of the parties hereto that Railroad engage the contractors and begin work on the Project within one hundred eighty (180) days after this Agreement becomes effective as provided in Section 6 herein. Railroad shall provide written notice to the City and the other Local Match Participants of the date on which the Project is completed (the "Completion Date").

6. Effective Date

This Agreement shall become effective upon the execution of this Agreement by the parties hereto.

7. Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any countervailing choice of law principles that might otherwise apply.
- (b) If this Agreement contains any provisions found to be unlawful, such provisions shall be deemed to be of no effect and shall be stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provisions.
- (c) A failure of either party hereto to exercise any right provided for in this Agreement shall not be deemed to be a waiver of any right hereunder. Any waiver by either party hereto of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties hereto.
- (d) All invoices, notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed received: (i) if delivered by hand, then at the time of delivery to the street address provided below; (ii) if delivered by telecopier or overnight delivery, then at the time when received; or (ii) if delivered by mail, then five business days after being mailed, certified or registered mail, with postage prepaid to the party involved at the address below:

The City of Tavares
P.O. Box 1068
201 East Main Street
Tavares, Florida 32778
Attention: City Manager

If by mail:

Florida Central Railroad Company, Inc.
P.O. Box 967
Plymouth, Florida 32768
Attention: Vice President and General Manager

If by hand delivery:

Florida Central Railroad Company, Inc.
3001 West Orange Avenue
Apopka, Florida 32703
Attention: Vice President and General Manager

Either party hereto may at any time, by written notice to the other party hereto, designate a different person or a different address for the receipt of invoices, notices, requests, demands, and other communications required or permitted hereunder.

- (e) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

8. Term

This Agreement shall become effective on the Effective Date and shall remain in effect until thirty (30) days after Railroad's receipt of the final payment by the City pursuant to Section 3(a) hereunder. Upon the expiration date hereof, all provisions of this Agreement shall terminate.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

CITY OF TAVARES, FLORIDA

By: _____
John H. Drury
Its: City Administrator
Date: _____

**FLORIDA CENTRAL RAILROAD
COMPANY, INC.**

By: _____
Its: _____
Date: _____

EXHIBIT A

Railroad	-	3.63 percent (3.63%) not less than Six Hundred Sixty-Seven Thousand Dollars (\$667,000.00)
Lake County	-	2.65 percent (2.65%) not to exceed Four Hundred Eighty-Eight Thousand Dollars (\$488,000.00)
Orange County	-	1.85 percent (1.85%) not to exceed Three Hundred Forty Thousand Dollars (\$340,000.00)
City of Apopka	-	0.87 percent (0.87%) not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00)
City of Eustis	-	0.87 percent (0.87%) not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00)
City of Mount Dora	-	0.57 percent (0.57%) not to exceed One Hundred Five Thousand Dollars (\$105,000.00)
City of Ocoee	-	0.11 percent (0.11%) not to exceed Twenty-One Thousand Dollars (\$21,000.00)
City of Orlando	-	0.21 percent (0.21%) not to exceed Thirty-Seven Thousand Nine Hundred Five Dollars (\$37,905.00). In the event that the City secures additional funding, its total contribution shall be 1.57 percent (1.57%) not to exceed Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00).
City of Tavares	-	0.87 percent (0.87%) not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00)
City of Tavares (FRA Grant)	-	11.96 percent (11.96%) not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00).
City of Winter Garden	-	0.06 percent (0.06%) not to exceed Eleven Thousand Dollars (\$11,000.00)

EXHIBIT B

[Workplan]

FDOT/FCEN Strategic Intermodal System Project Orlando to Eustis
Total Project Funding - \$18,400,000
State Funding - \$13,800,000 Local and Railroad Match - \$4,600,000

Sorrento Branch Mount Dora to Tavares

Year	Subdivision	Milepost	Item	Units	Unit Cost	Total	Comments
2012-2013	Sorrento	0-5.4	Cross-ties IG	6,000	\$70.00	\$420,000	Incl. Install, Distribute, and Dispose with spikes
2012	Sorrento	0-5.4	Brush Cutting	5.4	\$1,200.00	\$6,480	Incl. Follow up Spray
2012	Sorrento	0-5.4	Surfacing (miles)	6.0	\$6,000.00	\$36,000	5.4 Mi.+Switches
2012	Sorrento	0-5.4	Bolt Tightening	6.0	\$2,000.00	\$12,000	5.4 Mi. + Y Track and Mt. Dora Siding Incl. Bolts
2012-2013	Sorrento	0-5.4	Ballast (tons)	5,000	\$20.00	\$100,000	Incl. Road Crossing Ballast & Unload
2012	Sorrento	0-5.4	Crossings (track ft)	431	\$539.00	\$232,310	36' concrete @ \$950/TF and 395 TF @ \$500 per TF.
2012	Sorrento	0-5.4	Switch Ties	59	\$193.21	\$11,400	Delivered, Installed, and Disposed of Scrap
2012	Sorrento	3.7	Bridge Repair	1	\$150,000.00	\$150,000	
2012	Sorrento	4.9	Bridge Repair	1	\$60,000.00	\$60,000	
2012	Sorrento	0-5.4	Work Trains & Support	0	\$96,000.00	\$96,000	6% of Project All FCC Labor All Departments Support
2012	Sorrento	0-5.4	Ditching and Drainage	6.0	\$3,225.00	\$19,350	Inc. Y Tracks
2012	Sorrento	0-5.4	Tie Plates For Xings.	1,400.0	\$14.14	\$19,790	13" for Rd. Xing Work Incl. 4 spikes per plate
2012	Sorrento	0-5.4	115# Rail For Xings Tons	45	\$1,100.00	\$49,500	115# Rail New for Major Crossings
2012	Sorrento	0-5.4	Engineering&Contingencies		\$49,000.00	\$49,000	
2012-2013	Sorrento	0-5.4	SUB-TOTAL			\$1,261,630	

Plymouth to Eustis

Year	Subdivision	Milepost	Item	Units	Unit Cost	Total	Comments
2012-2013	Plymouth	798.5-817.3	Welded Rail Installation	100,320TF	\$75.91	\$7,615,291	Incl. all OTM, Rail and distribute, Labor, Welds, Plates
2012	Plymouth	798.5-817.3	Turnout Replacement	12	\$45,480.00	\$545,760	Incl. 7 Ea. ins. With IJS & Installation
2012	Plymouth	798.5-817.3	Cross-ties (7x9)	22,000	\$70.00	\$1,540,000	Incl. Distribute, Install, & Dispose with Spikes
2012	Plymouth	798.5-817.3	Brush Cutting	20.0	\$1,200.00	\$24,000	Incl. Chemical Spray Follow Up
2012	Plymouth	798.5-817.3	Surfacing (miles)	20.0	\$6,000.00	\$120,000	Incl. Switches & Road Crossings
2012	Plymouth	798.5-817.3	Bridge Ties/Walkway	1.0	\$75,000.00	\$75,000	
2012	Plymouth	798.5-817.3	Ballast (tons)	12,000	\$20.00	\$240,000	Delivered & Unloaded
2012	Plymouth	798.5-817.3	Crossings Rail Seal/ TF	900	\$500.00	\$450,000	Complete
2012	Plymouth	798.5-817.3	Crossings Concrete/TF				
2012	Plymouth	798.5-817.3	Switch Ties	324	\$193.21	\$62,600	Diston St @ Travers to be done by Aux. Funding
2012	Plymouth	798.5-817.3	Work Trains & Support			\$1,049,000	Delivered, Installed, & Disposal of Scrap Incl. Inside
2012	Plymouth	798.5-817.3	Ditching and Drainage	20.0	\$3,225.00	\$64,500	Work Trains, Roadway/Signal Support/Mechanical
2012	Plymouth	798.5-817.3	Equipment Mobilization	1	\$80,000.00	\$80,000	
2012	Plymouth	798.5-817.3	Engineering&Contingencies		\$644,000.00	\$644,000	
2012-2013	Plymouth	798.5-817.3	SUB-TOTAL			12,510,151	Slot Train and Contractor Equipment Various

Plymouth to Orlando and Supporting Branches - Orange County

Year	Subdivision	Milepost	Item	Units	Unit Cost	Total	Comments
2012-2013	Silver Star	0-3.5	Welded Rail Installation	14784TF	\$90.38	\$1,336,178	Inc. all OTM, Rail, Distribute, Labor, Welds, Plates 13"
2012-2013	Silver Star	0-3.5	Turnout Replacement	16	\$33,038.00	\$528,600	Incl. 10 Ins. Sw. 6 Non-Ins. & 5 Ea. ML Sampson
2012-2013	Silver Star	0-3.5	Crossities (7x9)	2,000	\$70.00	\$140,000	IG Hardwood Boatwright
2012-2013	Silver Star	0-3.5	Surfacing (miles)	4.0	\$6,000.00	\$24,000	
2012-2013	Silver Star	0-3.5	Ballast (tons)	1,200	\$20.00	\$24,000	
2012-2013	Forrest City	4.5-14.6	Crossities (7x9)	4,000	\$70.00	\$280,000	Crushed Concrete Delivered&Unloaded
2012-2013	Forrest City	4.5-14.6	Brush Cutting Miles	25.0	\$1,200.00	\$30,000	
2012-2013	Forrest City	4.5-14.6	Surfacing (miles)	11.5	\$6,000.00	\$69,000	
2012-2013	Forrest City	4.5-14.6	Bolt Tightening	11.5	\$2,000.00	\$23,000	
2012-2013	Forrest City	4.5-14.6	Ballast (tons)	3,500	\$20.00	\$70,000	
2012-2013	Plymouth	798.5-811.5	Crossings (track ft)	300TF	\$950.00	\$285,000	Concrete Silver Star, Fourth St., Lake Ave., Eighth Ave
2012-2013	SS&FC/Plymouth	0-14.6	Switch Ties	473	\$193.21	\$91,388	Delivered, Installed, & Disposal of Scrap
2012-2013	Plymouth	0-14.6	Turnout Replacement	1	\$45,000.00	\$45,000	ML Undercut Switch Complete
2012-2013	SS/FC/Plymouth	0-14.6	Rail TO/Crossings	71.30Tons	\$1,100.00	\$78,430	
2012-2013	FC RAIL RELAY	0-14.6	REVERSE CURVES CC	1792TF	\$18.15	\$32,525	Relay Rail Labor & OTM Only Utilize SS Released
2012-2013	FC/SS/PLY.	0-14.6	Work Trains & Support			\$320,000	All FCRR Support Labor & Equipment All Departments
2012-2013	Ditch&Drainage	0-14.6	Ditch Wk. SS/FC/Plymouth	25MI.	\$3,225.00	\$45,150	Slot Train
2012-2013	SS/FC/Plymouth	0-14.6	Engineering&Contingencies		\$184,000.00	\$184,000	
			SUB-TOTAL			\$3,606,271	

Eustis To Umatilla

Year	Subdivision	Milepost	Item	Units	Unit Cost	Total	Comments
2012-2013	Plymouth	ASD817-ASC820	Bridge Complete-Piles	1EA	\$158,000.00	\$158,000	MP Equation 6 Miles Total 1-complete 70' Bridge
2012-2013	Plymouth		Crossities (7x9)	7,000	\$70.00	\$490,000	IG Ties
2012-2013	Plymouth		Switch Timber	171EA	\$193.21	\$33,039	Installed, Delivered, Scrap Disposal
2012-2013	Plymouth		Road Crossing RRS	150TF	\$500.00	\$75,000	
2012-2013	Plymouth		Brush Cut Heavy	6-Miles	\$2,400.00	\$14,400	
2012-2013	Plymouth		Ditchin&Drainage	6-Miles	\$3,225.00	\$19,350	
2012-2013	Plymouth		Bolt Tighten	6-Miles	\$2,000.00	\$12,000	
2012-2013	Plymouth		Surface	6Miles	\$6,000.00	\$36,000	
2012-2013	Plymouth		Ballast	2000TONS	\$20.00	\$40,000	
2012-2013	Plymouth		Work Train&Support			\$96,000	All Departments FCRR Support Labor and Equipment
2012-2013	Plymouth		Engineering&Contingencies			\$48,000	
2012-2013	Subtotal	ASD817-ASC820	SUB-TOTAL			\$1,021,789	
Year	Subdivision	Milepost	Summary Item	Units	Unit Cost	Total	Comments
2012-2013	Sorrento	0-5.4				\$1,261,830	
2012-2013	Plymouth-Eustis	798.5-817.3				\$12,510,151	
2012-2013	FC/SS/Plymouth					\$3,606,271	
2012-2013	Eustis-Umatilla					\$1,021,789	
2012-2013	TOTAL					\$18,400,041	

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: FEBRUARY 6, 2013**

AGENDA TAB NO. 8

SUBJECT TITLE: Request to Upgrade Splash Park Surface Pad

OBJECTIVE:

To consider and approve a request to upgrade the Splash Park surface pad.

SUMMARY:

The Splash Park was opened in August 2009. In the last three years of seasonal operation (April – September) there were 71,524 paid patrons at the Splash Park. The Splash Park has become a regional attraction bringing thousands of people to Wootton Park and downtown Tavares.

Over time, as the original colored pad became faded and dingy looking, the city has resurface it. The city used hardened materials because at the time the softer rubber type materials that the market offered the Splash Park industry were not time tested for the impacting Florida sun's ultraviolet rays and chlorine levels required at public water parks.

Recently, as the 2012 Splash Park season began the City received a series of complaints from parents of children slipping on the Splash Park pad and then scraping their hands and knees on the grittier parts of the surface. Working with Splash Park staff, it was identified that many of the falls were taking place along the perimeters of the water slide areas.

Staff took the step to purchase rubberized mats that were installed along the slide perimeter areas. While the mats helped to alleviate some of the slips and falls, the number and complaints persisted throughout the 2012 season. During the months of July through September 2012 Splash Park season, staff logged 123 incidents that required band-aid or other first aid actions.

In September 2012, a staff team including the City's Risk Manager met with the installer of the most recent hardened surface to review options as to what might be done to the surface to prevent slips and minimize any abrasions resulting from a fall. While the installer offered several proposed fixes, none eliminated the problem. During this review, staff also requested that the City Attorney review the installers contract for compliance with terms and conditions of materials used to ensure that what was bid was put in.

Over the past several months, staff has undertaken a detailed search for the best available Splash Pad surface that will provide safety, durability and economic operations. Based on this research, staff has identified a "rubberized" surface that can withstand Florida's ultraviolet rays and chlorine levels required at public facilities. This surface is used at Disney, Busch Gardens and Seaworld.

Staff has received the attached proposal in the amount of \$47,517.65 from Landscape Structures to install, over a one week period, the AquaFlex Rubberized System over the current pad surface at the Wooton Park Splash Park.

Staff is confident that this rubberized material which has now been time tested at Disney, Busch Gardens and Seaworld will greatly improve the safety for the patrons at the Splash Park.

OPTIONS:

1. The Council moves to approve the attached proposal from Landscape Structures in the amount of \$47,517.65 with the funds being provided from the City's General Fund Reserve for contingencies account.
2. The Council moves not to approve the attached proposal.

STAFF RECOMMENDATION:

The Council moves to approve the attached proposal from Landscape Structures in the amount of \$47,517.65 with the funds being provided from the City's General Fund Reserves for Contingencies account.

FISCAL IMPACT:

This item is not budgeted, therefore monies will need to be appropriated from reserves for this expenditure in the

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.

Estimated unreserved fund balance as of January 31, 2013 is *estimated at* \$1,287,787 or 10.2%.

LEGAL SUFFICIENCY:

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



Please make POs and contracts out to:
 Landscape Structures, Inc
 601 7th Street South
 Delano, MN 55328

Please mail checks to:
 Landscape Structures SDS 12-0395
 P.O. Box 86
 Minneapolis, MN 55486-0395

Proposed To: City of Tavares 201 E. Main Street Tavares, FL 32778-1068	Ship To: City of Tavares 100 E Ruby Street Tavares, FL 32778	Bill To: City of Tavares 201 E. Main Street Tavares, FL 32778-1068
Attn: Bill Neron Phone: 352-742-6402 Fax: 352-742-6351	Attn: Bill Neron Phone: 352-742-6402 Fax: 352-742-6351	Attn: Bill Neron Phone: 352-742-6402 Fax: 352-742-6351 Terms: See below

Project No: 7972	Project Name: Wooton Splash Park	Project Contact: Lauren Farrell
Proposal No: 7972.02	Proposal Name: Wooton Splash Park-AquaFlex	Project Location: 100 E Ruby Street Tavares, FL 32778
Proposal Date: 1/24/2013	Proposal Expires: 2/23/2013	
For Questions Contact: Pat Beaty Ph # 407-831-9658 x225 E-Mail: pat@repservices.com		
Sales Consultant: Nathan Almon Ph # 407-831-9658 x227 E-Mail: nalmon@repservices.com Option A Rev: 0 Input By: PB - 1/24/2013		

Vendor: LSI Surfacing Solutions 536080	Proj Drawings: Freight: Prepaid	Ship Method: Best Way	FOB: Destination			
Part No	Qty	Description	Unit Wt	Unit Price	Net Price	Ext Price
Surfacing	1	AF-WOOTON SPLASH PK 3162 sf AquaFlex Porous; 3/8" thick	0	47,517.65	47,517.65	47,517.65
Total Product:			0			\$47,517.65
			Freight Charge:		Included	
			LSI Surfacing Solutions Total:		\$47,517.65	

General Terms of Sale and Proposal Summary

Government: Net 30, Resellers: Payment with Order	Product:	\$47,517.65
With Credit Approval: 50% down, Net 30	Proposal Total:	\$47,517.65
All Others: *50% down, Balance Prior to Shipment		
*Note: Orders less than \$5,000 require check with order		

Notes

Walking surface of plane feature is included.
 Price quoted includes all materials, shipping and installation - Any difference in final SF will be reflected in the final price.
 Price includes Creative Design. Price does not include Custom Design Work, Prevailing Wage Rates and Field Security if required unless noted above.
 Trash and/or Demolition remains will be bagged and disposed of in a customer supplied dumpster unless otherwise agreed on.
 Department of Health Variance may be required and will be facilitated by installation company.
 Price is not inclusive of on site storage or container fees unless otherwise noted above.
 Sales Tax is included where applicable. The price reflected in this quote is valid for 60 days from date of this quote as noted above.
 All Permits and/or fees are the sole responsibility of the Owner or General Contractor.
 Customer is responsible to provide an adequate dumpster on site if required.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 1/2 % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:
 City of Tavares

Company Name _____ Authorized By _____ Printed Name _____ Date _____

As Its: _____
 Title _____



Surfacing Solutions

38 Industrial Way East, Eatontown NJ 07724 P-732-380-7650

City of Tavares FL

Purchasing Department

To Whom It May Concern:

This letter is to confirm that Landscape Structures Surfacing Solutions is the sole source for PebbleFlex and AquaFlex Surfacing Systems and for each of their components individually.

Additionally, Rep Services Inc is the single source for municipal entities in the state of Florida. If I can be of any further help with clarification please feel free to call me at 732-380-7650 x201.

Best regards,

A handwritten signature in blue ink that reads 'Rose Saluti'.

Rose Saluti

Business Development Manager

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 6, 2013**

AGENDA TAB NO. 9

SUBJECT TITLE: Naming of Alleyway by New Hotel

OBJECTIVE:

To consider the naming of the new alleyway between the Lake County government parking lot and the new hotel on Ruby Street as "Pioneer Alley."

SUMMARY:

The Alleyway Committee comprised of Councilmember Grenier, Chris Thompson, and Jacques Skutt has recommended the naming of the new alleyway which will be located between the Lake County government parking lot and the new hotel being built by Rodger Kooser to be "Pioneer Alley." The alley is being constructed partially on the site of where the historic Pioneer Building was located before the Lake County Administration building and parking lot was built.

Mr. Kooser has agreed that this is an appropriate name as it reflects both the history of Tavares and the "pioneering spirit" that the City has tried to emulate in its downtown redevelopment and economic development activities.

The Tavares Historical Society voted at its regular meeting of January 28, 2012, to approve the naming of the new alleyway as "Pioneer Alley."

OPTIONS:

- 1) Move to approve the recommendation of the Alleyway Committee to name the alleyway being built next to the new hotel as "Pioneer Alley."
- 2) Do not approve the naming of the alleyway and give further direction.

STAFF RECOMMENDATION:

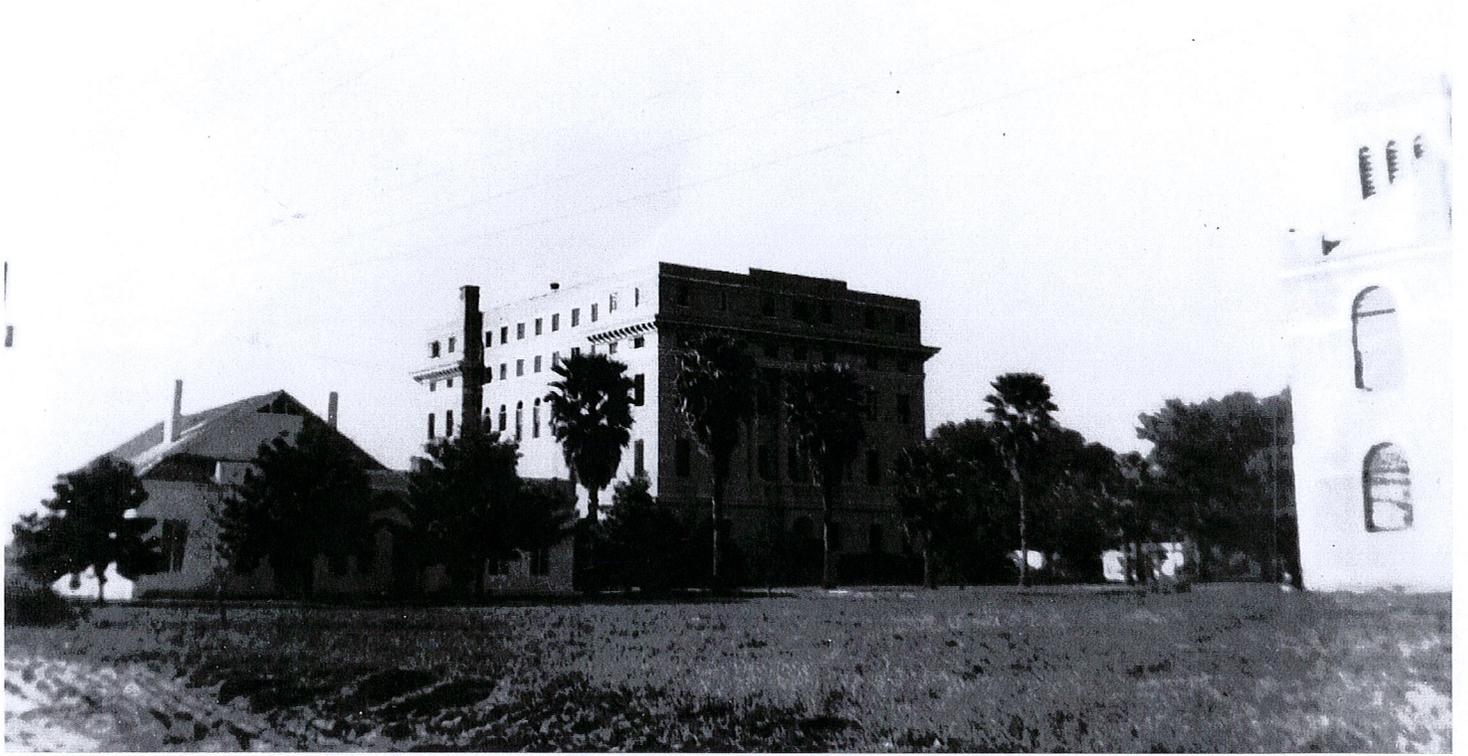
Council discuss and determine its choice of name for the new alleyway.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY: Legally sufficient





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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 6, 2013**

AGENDA TAB NO. 10

SUBJECT TITLE: Setting of Freedom Flag Dedication Date

OBJECTIVE:

To have Council discussion on date of Freedom Flag dedication ceremony

SUMMARY:

The City Administrator will ask Council to reach a consensus of best date to have the Freedom Flag dedication.

OPTIONS:

- 1) Council discuss and determine date for dedication
- 2) Do not discuss

STAFF RECOMMENDATION:

That Council discuss and determine date

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 6, 2013**

AGENDA TAB NO. 11

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – February 20, 2013
- Code Enforcement Special Magistrate – February 26, 2013 – 5:00 p.m.
- Lake County League of Cities – February 8, 2013 – 11:30 a.m.
- Lake Sumter MPO – February 27, 2012 – 4 p.m. – MPO Board Room – 1616 South 14th Street, Leesburg, FL –
- Library Board – February 8, 2013 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – February 21, 2013 – 3 pm

OTHER EVENTS

2013

March 9 – Rubber Duck Races – Wooton Park

March 15-17- Classic Raceboat Regatta

March 19-24 – Sunnyland Boat Show

April 5-6 – Dragon Boat Festival

April 13 – March of Dimes Walk

April 20 – Seaplane Fly In

April 26-27 – Planes, Trains, & BBQ

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 6, 2013**

AGENDA TAB NO. 12

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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