AGENDA
TAVARES CITY COUNCIL

AUGUST 21 2013
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

John Barham, Pastor, United Methodist Church of Tavares

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting, July 17, 2013

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation to Firefighters and Police Officers re: Life Saving Event	**Mayor Wolfe**
Tab 3) Presentation on Pavilion Grand Opening	**Tammey Rogers**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 4) Interlocal Agreement with Lake County for Traffic Signal Maintenance	**Chris Thompson**
Tab 5) Interlocal Agreement with Lake County for Library Services	**Tammey Rogers**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

Tab 6) Ordinance #2013-10 – Amendment to LDR re: Abandoned Subdivisions and Infrastructure	**Jacques Skutt**

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 7) Approval of International Association of Fire Fighters Local 3245 Contract	**Richard Keith**
Tab 8) Approval of Police Benevolent Association Contract	**Stoney Lubins**
Tab 9) Acceptance of Grant for Life Pack – 15 Cardiac Monitor	**Richard Keith**
Tab 10) Discussion on Interlocal Services Boundary Agreement with Lake County for Old US 441 Corridor	**Jacques Skutt**
Tab 11) Appointment of Library Board Member	**Mayor Wolfe**

XI. FISCAL YEAR BUDGET WORKSHOP 2014

Tab 12) Discussion of FY 2014 Budget	**John Drury**

XII. OLD BUSINESS

XII NEW BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 13) City Administrator	**John Drury**
Tab 14) Council Reports	**City Councilmembers**

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

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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

non-conforming – A use which does not comply with present zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JULY 17, 2013
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT **ABSENT**

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

STAFF PRESENT

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

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Doug Dykstra, Adventure Christian Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mayor Wolfe asked if staff had any changes to the agenda. Mr. Drury requested to add Tab 7A, award of loan funding for the Tavares Pavilion on the Lake to BB&T Bank.

MOTION

Norman Hope moved to approve the agenda, seconded by Bob Grenier. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

Deferred to the August 7th City Council meeting.

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) 2013 Election Proclamation

Mayor Wolfe read the 2013 Election Proclamation into the record as follows:

NOTICE OF ELECTION

The 2013 City Election will be held on Tuesday, November 5, 2013 in the City Hall Council Chambers, First United Methodist Church, Lake County Agriculture Center, Lake Frances Estates Clubhouse, Tavares Masonic Lodge, Imperial Terrace, and Royal Harbor Social Hall, for the purpose of electing two non-partisan Councilmembers to Seats 2 and 4 to serve at large for 2013-2015.

NOTICE IS HEREBY GIVEN that the registration for Lake County is now open for registration of all qualified voters of the City of Tavares at the office of the Supervisor of Elections for Lake County in the Administrative Building of Tavares, Florida, during the usual office hours.

Electors of the City of Tavares who have registered on or prior to October 2, 2013 at 5 p.m. will be processed for voting at the City Election to be held on the 5th day of November, 2013.

Nominations to Seat 2 and Seat 4 shall be by petition signed by at least twenty-five (25) qualified electors of the City of Tavares and must name the individual and the specific Council seat sought. A candidate may qualify for only one seat. The petition must be filed with the City Clerk by Noon at City Hall for the City of Tavares on or before the 15th day of August, 2013 along with all required election documents. Election packets may be obtained from the City Clerk.

Dated this 17th day of July, 2013.

Robert Wolfe, Mayor

VI. QUASI JUDICIAL AND DISCLOSURE OF EXPARTE CONTACTS

None.

VII READING OF ALL ORDINANCES/RESOLUTIONS

None

VIII. CONSENT AGENDA

Mayor Wolfe asked if anyone in the audience wished to oppose any item on the Consent Agenda.

MOTION

Lori Pfister moved to approve the Consent Agenda [Acceptance of Law Enforcement Grant to Retrofit Vehicle; Approval of Easement to Sumter Electric on Public Works Property off Captain Haynes Road; and Acceptance of Department of Economic Opportunity Grant for Planning Study], seconded by Bob Grenier. The motion carried unanimously 5-0.

IX ORDINANCES/RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 6) Approval of Easement over Public works Property to Lane Park Cemetery

Mr. Skutt stated that this an easement request that grants perpetual ingress and egress to the Lane Park Cemetery and to a parcel property that is owned by Shannon and Michele Parish over city owned land on Woodlea Road. There is an existing dirt lane that runs along the west and southwest of property that people have traditionally used to get access to this land but a recent records search has confirmed that there is no actual recorded easement. The granting of this easement will ensure future access. Under the easement document the City has no responsibility to maintain or improve this lane and staff is recommending that City Council moves to approve this easement.

MOTION

Norman Hope moved to approve the granting of the easement, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 7) Results of Alfred Street Bid Opening and Streetscaping Bid Alternates

Mr. Skutt provided the following presentation:

The Alfred/Caroline Street improvement project, beginning in 2006, has progressed through a visioning process, a preliminary engineering study, a complete engineering design, the bidding process and now to a point where contracts may be awarded for construction.

The project has two main components:

The base construction project consists of transforming Alfred Street and Caroline Streets into one-way pairs. It includes storm drainage, resurfacing or reconstruction of the roads, curb and gutters, on-street parking, basic concrete sidewalks and existing or basic lighting. This part of the project will be paid by Lake County through their transportation impact fee fund.

The streetscaping part of the project includes the brick-paving of 7.5 alleyway segments, landscaping of the right-of-way, brick-paved crosswalks, seaplane themed benches and trash receptacles and LED decorative street lighting. This portion of the project was a bid alternate to the base construction and must be funded by the City of Tavares if we decide to proceed with it.

Two contractors bid on the project with Dewitt Excavating submitting the lowest base construction bid of $5,599,151. County staff is recommending acceptance of this bid and awarding the base contract to Dewitt.

Alternative Bids from Dewitt which are for the streetscaping are as follows:

Alleyways	601,025
Landscaping	487,941
Brick-paving, etc.	260,665

In addition, the city has the opportunity to have Progress Energy install the previously selected, decorative, LED streetlights along Alfred and Caroline Streets, between SR 19 and Disston Avenue for a cost of $115,000.

Total cost for Alternate Bids and Streetlights- $1,464,631.

If the City wishes to proceed with the streetscaping project, Council must identify and pledge a funding source prior to awarding the alternative bid contract.

Mr. Skutt discussed the options below and the staff recommendation.

<u>OPTIONS</u>

1. That City Council moves to not award contracts for the streetscaping portion of the Alfred/Caroline Street Improvement project and to shelve the completed, engineered plans for a future year.
2. That City Council moves to award contracts for part or all of the streetscaping portion of the Alfred/Caroline Street Improvement project.

STAFF RECOMMENDATION

Staff recommends that City Council moves to not award contracts for the streetscaping portion of the Alfred/Caroline Street Improvement project and to shelve the completed, bidable, engineered plans for a future year.

Mr. Drury noted this was a difficult recommendation because of the amount of work that has gone into the project. He noted that Councilmember Pfister has attended numerous meetings on this topic. He said the theory and thought is that if the City is building new gateways and transforming the ingress and egress of the city, an opportunity is there to re-do the alleyways and improve the landscaping and the streetscaping, lights, etc.

He noted the reasons staff cannot recommend moving forward at this time is that the low bid for the paving is the high bid for the other components and the landscaping should perhaps be bid out separately. The other issue is that at this time the city does not have a funding source for this additional landscaping and improvements due to the downturn in the economy. He noted that Council is in the budget process and it was up to Council if they wished to reconsider this for the next fiscal year budget. Staff recommendation at this time is to postpone this project until a future year when funding is in place.

Vice Mayor Smith questioned the cost of the lighting asking if it was on top of the County's funding. Mr. Skutt said that was correct as the County is only putting in the conduit.

Mayor Wolfe welcomed comment from the audience. Mayor Wolfe agreed with the staff recommendation. Councilmember Pfister agreed but noted it will be worth the wait when it is finished and it will be very pedestrian friendly.

Councilmember Pfister asked about any disruption to what is being done currently. Mr. Skutt responded that if the City comes in after the fact there will be minimal disruption.

MOTION

Bob Grenier moved to approve the staff recommendation, seconded by Norman Hope. The motion carried unanimously 5-0.

Tab 7A) Awarding of Funding of Pavilion

Mr. Drury stated this is a ministerial item as Council has already approved the funding and the contracts. He said the purpose of this item is to do the loan document portion.

Ms. Houghton reviewed the previous steps taken to approve the funding project of Phase I (the pier) and Phase II will be the vertical construction and additional ancillary items to the project. Staff issued an RFP 2013-000. Unfortunately no bids were received on the due date but after making inquiries staff was advised that some of the issues were spring break for many of the banks with key staff out of the office, and the quick turn around of the RFP was not favorable and

some of the banks wanted to wait until the Comprehensive Annual Financial Report was complete which is happening more often with all banks.

With the CAFR and audit now complete and due to the timing and the needs, staff decided to go to the City's depository BB&T and ask them to provide a proposal in the amount of $2,750,000. They have brought back a proposal which has been reviewed by the financial advisor and staff will continue to review this if it is approved. The 19 year amortization is a fixed rate of 2.69% in the first 10 years with the option to re-price after the 10 year mark. The city will be required to put forth a revenue pledge on parity with the Wooton Park debt using the utility tax revenues with a 1.25% additional bond test. She noted staff will bring a resolution at the next meeting to commemorate the loan if this is approved.

Vice Mayor Smith asked if there were any issues regarding going to a single source. Attorney Williams said there is no requirement to have a competitive bid.

MOTION

Lori Pfister moved to accept Option 1 [Award financing in the amount of $2,750,000 to BB&T Bank for a term of 19 years at a rate of 2.69% on parity with the Wooton Park Capital Improvement Note ($6.530,000) to complete financing for the Tavares Pavilion on the Lake and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.] The motion was seconded by Norman Hope. The motion carried unanimously 5-0.

XI. FISCAL YEAR BUDGET WORKSHOP 2014

Tab 8) Discussion of Fiscal Year 2014 Budget and Setting of 2014 Maximum Tentative Millage Rate

Mr. Drury reviewed the process that had taken place up to this point regarding the budget delivery and various funds. He noted tonight will be the delivery of the special funds, restricted funds, and five year Capital Improvement Program. He noted at the next budget workshop staff will bring a list of the updates that have been done and further information on flagged items and issues that still need to be addressed. He said at the next meeting staff will request that Council set the maximum tentative millage rate.

Ms. Houghton provided an overview of the special funds beginning with page 171 of the budget book, beginning with Police Education. She reiterated that budget is currently set at 6.4810 mils for the General Fund. Last year the maximum millage rate that Council set was 8.7164. She then discussed the various special funds and their purposes.

Councilmember Pfister asked what is in the Freedom Flag fund now. Ms. Houghton stated there is approximately $17,000 for maintenance. No expenses have been appropriated next year as it is anticipated that there should be no maintenance issues the first year. Vice Mayor Smith noted he wanted to be sure it was reserved for future freedom flag needs.

Capital Improvement Plan

Mr. Drury reviewed the capital improvement plan document. He noted it is a listing of all current year fixed assets being purchased or planned to be purchased in the next five years with source of revenue.

Ms. Houghton provided an overview of the 5 Year Capital Improvement Plan.

Budget Discussion

Wastewater

Vice Mayor Smith inquired about the size and cost of the irrigation system for the Wastewater Treatment Plant.

Mr. Hayes said there is presently no irrigation system at the Wastewater Treatment Plan. He said the plan is to utilize reclaimed water to help grow grass for dust control as the motors and pumps are exposed. Mr. Hayes said he would review the cost and provide additional information.

Pavilion on the Lake

Vice Mayor Smith inquired about $20,000 allocated for overtime since the Pavilion will not open until mid-year. Vice Mayor Smith asked if the staff person included in the FY 12/13 budget was hired.

Mr. Drury said a breakdown of the hire dates for the three Pavilion staff members will be provided to Council.

Vice Mayor Smith asked if the monies budgeted for the staff person in FY 12/13 has been rolled over into the FY 13/14 budget. Ms. Rogers confirmed.

Ms. Houghton said that there will be revisions to the Pavilion budget provided at the next meeting.

Seaplane Base and Marina

Vice Mayor Smith said that he would like to see the Police and Fire Departments add a line item for payment of their boat slips.

Fire Assessment

Vice Mayor Smith asked for staff to provide a breakdown if non-profits are added to the fire assessment at rates of 25%, 50%, 75% and 100% and the effects on the millage rate.

Millage Discussion

Mr. Drury said that a tentative millage rate is proposed at 6.4810, which is a .4960 increase from the current millage rate of 5.985. He asked Council if they would like to hold a discussion on the

Tentative Maximum Millage Rate. He reviewed the Truth in Millage Rate processes and statute requirements.

Mayor Wolfe asked if Council would like to make comments now or hold discussion after further budget questions have been answered by staff and during the next meeting.

Councilmember Pfister said she would like the Tentative Maximum Millage Rate said high and work down because you cannot increase it once it is set.

Vice Mayor Smith said he would like the Tentative Millage Rate as low as possible and not set any higher than the recommendation.

Councilmember Hope asked Mr. Drury if all the data and funding sources have been received.

Mr. Drury said the city has not received the final numbers from some of the state revenues or healthcare but feels comfortable with the indicators that he has received that the presented budget at the proposed millage rate will be a balanced budget. He noted that if the Splash Park revenues are not raised, improvements to the shuffleboards are added or any other additions are made then the millage rate would not support those changes.

Councilmember Hope said he would like to go one mil above the current millage rate.

Mayor Wolfe said that after discussing the different revenue sources with Mr. Drury and Ms. Houghton recommended number is sufficient.

Councilmember Hope asked what would happen if the final figures come in less than expected. Mr. Drury said staff would then come back with recommendations.

Councilmember Pfister asked when those figures will be available. Mr. Drury said August 1st and after the Maximum Tentative Millage Rate must be set.

Councilmember Grenier inquired about setting the Tentative Maximum Millage Rate at maximum 6.500.

Mayor Wolfe asked for comments from the audience.

Denise Laratta inquired about the cost of holding off on installing the brick paver crosswalks/curbing on Caroline and Alfred Streets until after the roads are paved instead of installing them during the paving process

Mr. Drury said that the county will install the sub base. Mr. Skutt said that the City can do a soft cutting and lift off the asphalt to install the brick pavers.

Mayor Wolfe said that the cost to cut out asphalt is minimal. He said it could cost more to have the asphalt company stop at every curb rather than install a continuous pave.

Councilmember Hope said that Mr. Drury and staff have done a good job in cutting the budget and holding off or eliminating projects. Councilmember Hope said there is little in the budget that he disagrees with, has had his questions answered, and found that any further cuts would be difficult. He said room is needed so we do not have to go back through the process of trying to cut out $200,000 + or reduce reserves.

Mayor Wolfe asked for the final date that the Tentative Maximum Millage Rate has to be set. Mr. Drury said at the next budget meeting on August 24.

MOTION

Lori Pfister moved to set the Tentative Maximum Millage Rate at 1 mil higher than it presently is, seconded by Norman Hope. Motion carried as follows:

Robert Wolfe:	**No**
Kirby Smith:	**No**
Bob Grenier:	**Yes**
Norman Hope:	**Yes**
Lori Pfister:	**Yes**

XII. OLD BUSINESS

Mayor Wolfe asked if there are any outstanding costs that have not come out of the Freedom Flag Fund. Mayor Wolfe asked when the monument will be completed and ready to install.

Mr. Drury said a balance and payments of the fund will be provided at the next budget workshop.

Mr. Thompson said that the Interlocal Agreement for the roundabout maintenance will be brought before Council at the next meeting. Mr. Thompson said the base and footer needs to be placed and then the notice to proceed can be issued to the contractor for the installation of the monument. Mayor Wolfe noted that a palm tree will be relocated.

XIII. NEW BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 14) City Administrator

Mr. Drury noted that all upcoming meetings are listed in his report.

Economic Development

Mr. Neron noted that limited clearing on the Wooton Park expansion property has begun.

Tab 15) City Council

Councilmember Pfister

Councilmember Hope

Councilmember Grenier

Vice Mayor Smith

Mayor Wolfe

Mayor Wolfe noted that on July 17, 1821 Spain ceded Florida to the United States.

Adjournment

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

Respectfully submitted,

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 2

SUBJECT TITLE: Recognition of Fire and Police Employees for Life Saving Event in Leesburg

OBJECTIVE:

To receive a presentation from the Marion County Fire Chief regarding a life saving event that occurred in March at the LRMC Half Marathon.

SUMMARY:

Chief Walker and Mr. Larry Haney and his family will recognize the police officer and fire fighters who were involved with this life saving event. The employees to receive recognition are:

Battalion Chief Eric Wages
Battalion Chief Alan Gagne
Lieutenant Mark Kidd
Engineer Jermy Bringard
Firefighter James McClung
Sergeant Amy Reynolds

OPTIONS:

N/A

STAFF RECOMMENDATION:

Receive the presentation.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 3

SUBJECT TITLE: Pavilion on the Lake Grand Opening Event Plan

OBJECTIVE: To hear a presentation from the Community Services Director regarding the grand opening event of the Tavares Pavilion on the Lake, tentatively scheduled for May, 2014.

SUMMARY: To provide more detailed information for this proposed event.

OPTIONS:

1. Receive the presentation and have discussion
2. Do not have the presentation

STAFF RECOMMENDATION: That Council receives the presentation and have discussion.

FISCAL IMPACT:

The costs for this event have been budgeted in the fiscal year 2014 pavilion enterprise budget which will be enumerated during the presentation.

LEGAL SUFFICIENCY:

Legally sufficient.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 4

SUBJECT TITLE: Interlocal Agreement with Lake County for Traffic Signal Maintenance

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OBJECTIVE:

To renew the interlocal agreement with Lake County for maintaining 14 traffic signals and 4 school flashers in the amount of $32,078.24, and authorize City Administrator to execute agreement.

SUMMARY:

The present interlocal agreement with Lake County for the traffic signal maintenance will expire September 30, 2013 and covers the maintenance of 12 traffic signals in Tavares. It will be necessary to renew this contract to continue to maintain the traffic signals and ensure public safety on our roadways. The proposed seven (7) year contract remains unchanged with the exception of two (2) additional traffic signal locations that are now totally within our City limits through recent annexations (see attached contract). These locations are at the intersection of US Hwy 441 & Huffstetler Road and the intersection of SR 19 & Lane Park Cutoff. Additional funding was added to this account for FY 2013-2014 to cover this increase. The attached contract includes the list of signals covered under the agreement.

OPTIONS:

1. Approval for the City Administrator to enter into an interlocal agreement with Lake County for traffic signal maintenance in the amount of $32,078.24 per year for the period 2013-2020.

2. Not to enter into an interlocal agreement with Lake County for traffic signal maintenance.

STAFF RECOMMENDATION:

Option 1. Move to approve the City Administrator to enter into an interlocal agreement with Lake County for traffic signal maintenance at $32,078.24 per year for the period 2013-2020.

FISCAL IMPACT:

The annual maintenance cost for 14 traffic signal locations and 4 school flashers is $32,078.24. It has been budgeted in account #001-4101-541.46-40 General Services Traffic Signal Maintenance.

LEGAL SUFFICIENCY: Yes

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

INTERLOCAL AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND THE

CITY OF TAVARES FOR

TRAFFIC SIGNAL MAINTENANCE

This Interlocal Agreement is made 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 traffic signal maintenance.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, allows a public agency to exercise jointly with other public agencies any power, privilege or authority which such agencies share in common; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes the County to enter into agreements with other governmental agencies for performance of one unit on behalf of the other any of either agency's functions; and

WHEREAS, on July 21, 2004, the parties did enter into an Interlocal Agreement for Traffic Signal Maintenance; and

WHEREAS, on December 4, 2010, the parties did enter into a First Amendment to the Interlocal for Traffic Signal Maintenance; and

WHEREAS, the parties now desire to replace the existing agreement.

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 incorporated herein by reference.

2. Effective Date. This agreement shall become effective on October 1, 2013.

3. Term. This agreement shall have a term of seven (7) years from the effective date. This agreement shall thereafter renew annually until otherwise terminated in accordance herewith.

4. **County Obligations.**

A. The County will provide traffic signal maintenance, both planned and emergency for those signals identified in **Exhibit A**, attached hereto and incorporated herein by reference. Maintenance shall be in accordance with the most current repair manual, and in compliance with standards promulgated by the State Department of Transportation pursuant to Section 316.0745, Florida Statutes. Additional devices may be added throughout the term of this Agreement by written memorandum executed by the County Manager or designee, and by the City Manager or designee.

B. The County will provide qualified employees to perform the maintenance needed, and will ensure that such qualified employees will be available at all times, day and night, and will maintain emergency response vehicles for use in performing emergency tasks.

C. In the event of major damage to the signal or its component parts which is beyond the County's ability to repair at the scene, the County shall have the option of restoring traffic control by switching the intersection to temporary flash mode until the equipment can be repaired or replaced.

D. In the event of damage of a catastrophic nature, or in the event of traffic signal, beacon, warning flasher or school flasher, rebuild or repair, which is deemed to be beyond the County's maintenance capability, the County will employ the services of a contractor to effect the repairs. Selection of a contractor shall be at the County's sole discretion.

5. **City's Obligations.**

A. The City shall pay to the County the annual amount of **$2,138.54** per signalized intersection and **$534.67** per flashing beacon, warning flasher or school flasher intersection to cover the cost of maintenance, including parts and labor, to be billed annually. Such monies shall be remitted within thirty (30) days of receipt of an annual invoice from the County. The annual amount shall include monthly signal inspections, annual preventive maintenance routines, and planned and emergency maintenance. This amount shall **not** include repairs catastrophic in nature as set forth in section 4(D) above. The annual amount shall automatically increase by three percent (3%) upon each anniversary date of this Agreement.

B. The City shall be responsible for all other operational costs associated with such traffic signals, beacons, warning flashers, school flashers, or flashing beacons, including but not limited to electricity.

C. The City shall reimburse the County for all charges levied by the County's contractor retained in accordance with section 4(D) above. The County will bill the City for these repairs at its cost and the City shall reimburse the County immediately upon receipt of such invoice.

D. The City shall provide to the County information regarding the installation of any new signals, beacons, warning flashers, or school flashers during the annual period, including signals, beacons, warning flashers or school flashers contained within any area annexed by the City. Such information shall be given to the County before construction plans are approved, or the annexation is finalized, and the County shall retain the right of review and comment on the construction plans, or proposed annexation. The County shall automatically add such new signals, beacons, warning flashers and school flashers to this Agreement and the City shall include the new traffic signals, beacons, warning flashers, and school flashers when calculating the amount payable to the County under this Agreement. The amount payable shall be prorated for each traffic signals, beacons, warning flashers, school flashers, or flashing beacons as of the date of the device comes on-line, or the date the device is annexed, prior to the annual renewal hereof.

6. Termination. This agreement may be terminated by either party without cause with one hundred twenty (120) days notice to the non-terminating party.

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

COUNTY	**CITY**
Public Works Department c/o Engineering Director 437 Ardice Avenue Eustis, Florida 32726	City Manager 201 East Main Street Tavares, Florida 32778

Notice sent by facsimile transmission shall not be accepted.

8. Entire Agreement. It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

9. Prior Agreements. The previous agreement entered into between the parties dated on or about July 21, 2004 as amended on December 4, 2010 shall be terminated effective September 30, 2013.

10. Severability. If any provision, condition, promise, or part of this agreement is found or held to be invalid, it is the intent of the parties that the remaining

provisions are unaffected and will be honored by the parties. To this end, the provisions of this agreement are declared severable.

IN WITNESS HERETO, the parties to this agreement, by their signatures, have caused this agreement and all its parts, to be fully executed this _____ day of _____, 2013.

COUNTY

ATTEST:

LAKE COUNTY, through its BOARD OF COUNTY COMMISSIONERS

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

_____
Leslie Campione
Chairman

This _____ day of _____, 2013

Approved as to form and legality:

_____
Sanford A. Minkoff, County Attorney

Interlocal agreement between Lake County, Florida and the City of Tavares for Traffic Signal Maintenance.

CITY OF TAVARES

_____

Name: _____

Title: _____

ATTEST:

_____

City Clerk

Approved as to form and legality:

_____

City Attorney

Exhibit A City of Tavares

Cartegraph ID	Major Road	Side Street A	Side Street B	Landmark
TA-S-083	SR 19	Lane Park Rd	Lane Park Cutoff	
TA-S-103	US 441	Huffstetler Dr	Mayo Dr	
TA-S-221	OLD 441 (Alfred St)	CR 19A/Dora Av		
TA-S-219	OLD 441 (Alfred St)	Sinclair Av		
TA-S-220	OLD 441 (Alfred St)	St Clare Abrams		
TA-S-335	Sinclair	Maud		
TA-S-217	SR 19	Dead River Rd	Lake Harris Rd	
TA-S-216	SR 19	Main St		
TA-S-215	SR 19	OLD 441		
TA-S-214	US 441	Lake Eustis Dr		
TA-S-210	US 441	OLD 441	Lakeshore Bv	
TA-S-211	US 441	SR 19	Orange Av	
TA-S-212	US 441	St Clare Abrams	Banning Beach Rd	
TA-S-213	US 441	Tavares Square	Tavares Square	
TA-SF-368	Sinclair Av	EB	Tavares High School	School Flasher
TA-SF-369	Sinclair Av	WB	Tavares High School	School Flasher
TA-SF-370	St Clair Abrams	EB	Tavares Elem School	School Flasher
TA-SF-371	St Clair Abrams	WB	Tavares Elem School	School Flasher

Agenda Summary
Tavares City Council
August 7, 2013

AGENDA TAB NO. 5

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

Objective: To consider approving a three-year agreement, from the period of October 1, 2013, through September 30, 2016, held between the City of Tavares and Lake County government to provide library services to the community.

Summary:
The City of Tavares has enjoyed a strong working relationship with Lake County government for the provision of library services for several years now. Based on a prescribed formula, it is anticipated that the City of Tavares will receive funding support in Fiscal Year 2013/2014 in the amount of $100,392.00.

The new agreement was approved by the member library directors on May 30, 2013 and by the Lake County Library System Advisory Board on June 30, 2013. Represented in this agreement is a slight decrease in appropriations from last fiscal year by .4% from $100,839.00 to this fiscal year's appropriation of $100,392.00.

OPTIONS:

1) Approve the Interlocal Agreement
2) Do not approve

STAFF RECOMMENDATION:
Move to approve the Interlocal Agreement between Lake County Board of County Commissioners and the Lake County Library System member library governing bodies for the provision of library services to the community.

FISCAL IMPACT: This revenue has been budgeted in the FY2014 budget.

LEGAL SUFFICIENCY: meets legal sufficiency

LAKE COUNTY
FLORIDA

July 5, 2013

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

Dear Mr. Drury:

Enclosed are two originals of the "Interlocal Agreement between Lake County and City of Tavares Relating to Provision of Library Services" for the period October 1, 2013, through September 30, 2016. Please submit this to your governing body for signature and approval and return to my attention at your earliest convenience. The approved agreements from all nine member libraries will be presented to the Lake County Board of County Commissioners for approval and signature at its regular meeting on September 24, 2013.

The new agreement was approved by the member library directors on May 30, 2013 and by the Lake County Library Advisory Board on June 20, 2013. There are few changes between this agreement and the current agreement. At the recommendation of the member library directors, the funding formula will remain the same. Other changes were made to reflect:

- Minor changes made to the State Aid to Public Libraries Grant Guidelines;
- Elimination of the Interlibrary Loan program, for borrowing books from outside Lake County; and
- Discontinued reciprocal library borrowing with Polk County and Orange County.

Also enclosed is a copy of the recommended appropriation of county funds to the member libraries for Fiscal Year 3013-2014, based on the current formula and incorporating an overall 6% decrease in the total appropriation amount from $1,020,522 to $959,290. Please be aware that the appropriation is subject to change until the final county budget is approved.

Thank you for your continued support and participation in the Lake County Library System. Because of this partnership, we are providing the best library service possible to all residents of Lake County. If you have any questions, please contact me at 352-253-6186 or wbreeden@lakecountyfl.gov.

Sincerely,

Wendy R. Breeden

Wendy R. Breeden
Public Resources Director

Cc: Leslie Campione, Chair, Lake County Board of County Commissioners
Timothy I. Sullivan, Commissioner, District 1, and Library Liaison
Sanford A. Minkoff, County Attorney
Bill Veach, Deputy County Manager
Paul Alford, Library Services Division Manager
Rosa Rosario, Director, City of Tavares Public Library

DEPARTMENT OF PUBLIC RESOURCES
P.O. BOX 7800 • 2401 WOODLEA RD., TAVARES, FL 32778 • P 352.253.6150 • F 352.253.6184
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN *District 1* | SEAN M. PARKS, *AICP, QEP* *District 2* | JIMMY CONNER *District 3* | LESLIE CAMPIONE *District 4* | WELTON G. CADWELL *District 5*

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY

AND

CITY OF TAVARES

RELATING TO

PROVISION OF LIBRARY SERVICES

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

WITNESSETH:

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

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

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

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

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes COUNTY to provide libraries and cultural facilities and programs; and

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

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

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

1. PURPOSE:

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

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

B. Coordinate library service throughout the service areas.

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

2. DEFINITIONS:

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

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

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

D. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of

the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

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

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

G. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full-time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

H. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receives Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

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

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

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

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

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

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

O. "Total Circulation" for the purposes of this Interlocal agreement shall mean the sum of all items circulated by MUNICIPALITY to library patrons and all items circulated by MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2013, and ending on September 30, 2016, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

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

5. ADDITION OF NEW MEMBERS:

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

Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

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

7. LAKE COUNTY LIBRARY ADVISORY BOARD:

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

(1) Study and make recommendation to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.

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

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

library advisory board meetings and each has voting authority. However, if the board member and the alternate are both present at a library advisory board meeting, only the appointed board member shall have voting authority; not the alternate member.

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

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

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

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

A. MUNICIPALITY shall own:

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

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

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

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

B. COUNTY shall own:

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

writing to the Clerk of Courts Property Records and the participating library.

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

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

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

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

9. LOCAL AUTHORITY:

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

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

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

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

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

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

10. SINGLE ADMINISTRATIVE HEAD:

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

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

(1) Development of a single long range plan for all library outlets;

(2) Development of a single annual plan of service;

(3) Development of a Lake County Library System budget;

(4) Implementation of the long range plan, an annual plan of service and the budget;

(5) Preparing reports on behalf of the library system; and

(6) Expending all State Aid to Libraries grants.

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

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

(1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;

(2) A current annual plan of service adopted by the library system's governing

body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and

(3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long range plan for the operation and development of county wide library service. The long range plan shall be developed in cooperation with the Lake County Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Lake County Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Lake County Board of County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Lake County Advisory Board shall review and make recommendations to the Lake County Board of County Commissioners. The Board of County Commissioners shall consider these recommendations, but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

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

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

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

12. FISCAL RESPONSIBILITY:

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

MUNICIPALITY shall provide a copy of its audit for each fiscal year to COUNTY and the single administrative head within thirty (30) days following acceptance of MUNICIPALITY's audit by MUNICIPALITY. By August 1 of each year, MUNICIPALITY shall submit to COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

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

a: Total amount appropriated to MUNICIPALITY

b: Base amount

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

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

e. Number of member libraries

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

B. In consideration of these allocations MUNICIPALITY:

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

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

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

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

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

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

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

14. CENTRALIZED SERVICES:

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

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

B. Intralibrary loan services;

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

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

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

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

G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

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

B. COUNTY shall pay maintenance costs for all equipment attached to COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15.D.(1).

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

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

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

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

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

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

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

F. Neither MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by COUNTY and placed at the participating library as part of any COUNTY networked system without prior

written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by COUNTY or a vendor authorized or recommended by COUNTY.

G. Should COUNTY cancel this agreement for any reason other than MUNICIPALITY's failure to comply with the terms of this Agreement, COUNTY, at its own expense and at request of MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should MUNICIPALITY not request continuation of COUNTY's networked systems; COUNTY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual agreement between MUNICIPALITY and COUNTY, COUNTY may continue to operate and maintain networked systems for MUNICIPALITY's participating library beyond the two (2) year period.

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

I. Should this Agreement terminate through expiration, the COUNTY, at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITYs participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay

associated operating and maintenance costs for the one (1) year period. Should MUNICIPALITY not request continuation of COUNTY's networked systems; the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including the costs of obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

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

17. SYSTEM WIDE POLICIES:

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

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

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

18. RECIPROCAL BORROWING:

Previously MUNICIPALITY and COUNTY have entered into agreements authorizing

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

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

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

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

20. INDEMNIFICATION:

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

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

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

21. INSURANCE:

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

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

22. MEDIATION:

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

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

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

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

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

Cc: Library Services Division Manager
P.O. Box 7800
Tavares, FL 32778-7800

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

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

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

25. ENTIRE AGREEMENT:

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

Attachment A Certification of Local Operating Expenditures

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2013 and MUNICIPALITY, duly authorized to execute same by action on the _____ day of _____, 2013.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

_____
Leslie Campione, Chair

This _____ day of _____, 2013.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:

_____
Nancy Barnett, City Clerk

_____
Robert Wolfe, Mayor

This _____ day of _____, 2013.

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____

The _____,
(name of library governing body)

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

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

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

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

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

We further certify that the amount listed below:
(check one)
___ does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)
___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:
(check one)
___ has been provided to the Lake County Board of County Commissioners.
___ is enclosed.

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

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

$_____

Signature

_____ _____
Chief Financial Officer Date

Please type name and official title here:

_____

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

LAKE COUNTY
Library System

Recommended Appropriation of County Funds
For Member Libraries - FY 13/14

		Formula Per Interlocal Agreement					
Member Library	**FY 12/13 Appropriation**	**Base Amount**	**FY 11/12 Circulation**	**% of Circulation**	**Circulation Allocation**	**FY 13/14 Appropriation**	**Change from CY**
Fruitland Park Library	**$72,562**	$15,000	71,593	5.68%	$46,780	**$61,780**	**-14.9%**
Lady Lake Public Library	**$108,791**	$15,000	166,973	13.24%	$109,103	**$124,103**	**14.1%**
Leesburg Public Library	**$292,072**	$15,000	414,045	32.82%	$270,544	**$285,544**	**-2.2%**
Helen Lehmann Mem. Library	**$30,782**	$15,000	21,546	1.71%	$14,079	**$29,079**	**-5.5%**
Tavares Public Library	**$100,839**	$15,000	130,686	10.36%	$85,392	**$100,392**	**-0.4%**
Umatilla Public Library	**$113,676**	$15,000	148,013	11.73%	$96,714	**$111,714**	**-1.7%**
W. T. Bland Public Library	**$244,344**	$15,000	265,359	21.04%	$173,390	**$188,390**	**-22.9%**
Marianne Beck Mem. Library	**$28,186**	$15,000	21,879	1.73%	$14,296	**$29,296**	**3.9%**
Minneola Schoolhouse Library	**$29,270**	$15,000	21,414	1.70%	$13,992	**$28,992**	**-1.0%**
TOTALS	***$1,020,522***	***$135,000***	***1,261,508***	***100.00%***	***$885,521***	***$959,290***	***-6.0%***

Prepared on May 31, 2013

AGENDA SUMMARY
TAVARES CITY COUNCIL
AUGUST 21, 2013

AGENDA TAB NO. 6 **SECOND READING**
SUBJECT TITLE: **Ordinance 2013-10**
Amendment to City's Land Development Regulations
Abandoned Subdivisions-Acceptance of Public Infrastructure

OBJECTIVE:

To consider updated text amendments to the City's Land Development Regulations that pertain to the acceptance of public infrastructure in subdivisions that have been abandoned.

SUMMARY:

The economic decline has resulted in the abandonment of several residential subdivisions within the city. Our present code provides for a continuous two year process for the inspection, acceptance and maintenance of new public infrastructure. With the abandonment of subdivisions, this process has not been carried through in some instances and it has been the city's policy to require the reinspection and repair of any abandoned public infrastructure that has not been used or maintained to insure that deterioration or neglect has not damaged any component of the system, before any new building permits are issued. This policy has worked well, and staff would like to officially implement this policy by adding it to our Land Development Regulations.

OPTIONS:

1. That City Council moves to approve Ordinance 2013-10
2. That City Council denies the proposed amendment to the Land Development Regulations.

PLANNING & ZONING BOARD RECOMMENDATION:

At its July 18th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2013-10.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2013-10.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2013-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 16, SECTION 16.9, ACCEPTANCE OF PUBLIC INFRASTRUCTURE, BY ADDING CLAUSE (D), ABANDONED SUBDIVISIONS, REQUIRING THE REINSPECTION OF PUBLIC INFRASTRUCTURE BEFORE BEING PUT INTO USE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the economic decline has resulted in the abandonment of several subdivisions within the City of Tavares, and

WHEREAS, the city's Land Development Regulations presently provides for a continuous two-year process for the inspection, acceptance and maintenance of new public infrastructure; and

WHEREAS, city policy has been to require the reinspection and repair of any abandoned public infrastructure that has not been used or maintained to insure that deterioration or neglect has not damaged any component of the system; and

WHEREAS, the City of Tavares desires to implement this policy by amending the Land Development Regulations to include this policy as a regulation, and

WHEREAS, the City of Tavares has determined these changes are appropriate and in the best interest of the community; therefore;

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

Section 1. Text Amendments

That the City of Tavares Land Development Regulations be hereby amended as follows:

Section 16.9 Acceptance of public infrastructure.

Acceptance of the dedicated public improvements shall occur after the required improvements have been installed, and the design engineer has certified to the City that all such improvements have been constructed according to the approved plans and specifications.

(A) Testing. The City Administrator or designee, in his discretion, may require the developer to have testing or laboratory services performed prior to acceptance of said infrastructure. The expense of such testing or laboratory services shall be the responsibility of the developer.

(B) As built drawings. The subdivider shall be required to submit "as built" drawings signed and sealed by the design engineer for all such required improvements in both standard paper format and electronic format.

(C) Maintenance bond.

(1) The subdivider shall submit a maintenance bond equal to twenty percent (20%) of the cost of the subdivision improvements, in a form acceptable to the City Attorney, guaranteeing all required improvements for a period of two (2) years from the date of their acceptance.

(2) Prior to the end of the maintenance bond period, the improvements shall be inspected by the City Engineer or his designee. If the improvements after this time are still in conformance with the City's regulations, the bond may be released and final acceptance by the City will occur. If the improvements contain any defects, the bond will guarantee that any defects shall be corrected by the developer prior to final acceptance.

(3) During the maintenance period, the developer will be expected to provide any maintenance required, at no cost to the City. This includes, but is not limited to:

(a) Repair and replacement of any utility system component, or failed section of paving.

(b) Control of erosion, replacement of sod, removal of soil washed onto the pavement or into the drainage system.

(4) Upon correction of all deficiencies and at the end of the required warranty period, the maintenance bond will expire.

(D) Abandonment of Subdivision. If the subdivider abandons or loses control of the subdivision, for any reason, prior to the end of the two year warranty period or prior to putting in use any publically dedicated improvements, subsequent successors in interest or owners of the Subdivision must comply with the requirements of this Section by requesting a reinspection of the dedicated improvements, by repairing or replacing any deficient improvements before any new Building Permits are issued..

Section 2. Severability and Conflicts

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

Section 3. Effective Date

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

PASSED AND ADOPTED this _____ day of _____, 2013 by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Second Reading: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

1) **Resolution 2013-08 LDK Builders, Inc. - Variance**

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

This is a variance application from LDK Builders for a reduction of the required minimum sideyard setback of 10 feet on property located at 1024 Lake Elsie Drive. The owner of the property desires to build a new single family dwelling on this vacant lot with a proposed northerly sideyard setback of 5.49 feet. The mandatory 50 foot environmental setback from Lake Elsie limits the buildable area of this property. The proposed reduced sideyard is adjacent to property on which a city lift station is located so that the requested reduction will not impact an abutting residential neighbor.

Vice Chairman Santoro asked if there was anyone in the audience who would like to make a comment.

Troy "Danny" Teems, a representative of LDK Builders, 2801 South Bay Street, said he was available to answer questions.

Deborah Mulhern, 1018 Lake Elsie Drive, the neighboring property, said she is not opposed to the variance.

MOTION

Morris Osborn moved to recommend approval of Resolution 2013-08. The motion was seconded by Richard Root. The motion carried 4-0.

2) **Ordinance 2013-10 – Land Development Regulation Amendment – Abandoned Subdivisions**

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

The economic decline has resulted in the abandonment of several residential subdivisions within the city. Our present code provides for a continuous two year process for the inspection, acceptance and maintenance of new public infrastructure. With the abandonment of subdivisions, this process has not been carried through in some instances and it has been the city's policy to require the reinspection and repair of any abandoned public infrastructure that has not been used or maintained to insure that deterioration or neglect has not damaged any component of the system, before any new building permits are issued. This policy has worked well, and staff would like to officially implement this policy by adding it to our Land Development Regulations.

Vice Chairman Santoro asked if there was anyone in the audience who would like to make a comment.

There was no one.

Vice Chairman Santoro turned the discussion over to the Planning & Zoning Board.

There was a discussion about maintenance bonds.

MOTION

Richard Root moved to recommend approval of Ordinance 2013-10. The motion was seconded by Howard Haynes. The motion carried 4-0.

CITY OF TAVARES

MEMORANDUM

TO: Lake Sentinel
FROM: Mike Fitzgerald, Community Development Department
DATE: July 29, 2013
RE: Advertisement (LDR Change, Ord. 2013-10)

Please publish the following advertisement on ***Monday, July 8, 2013***. Please furnish a proof of the publication to:

Mike Fitzgerald, Community Development Department
City of Tavares
P. O. Box 1068
Tavares, FL 32778
Phone: (352) 742-6408
Fax: (352) 742-6087
mfitzgerald@tavares.org

The advertisement must state:

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2013-10 titled as follows:

ORDINANCE 2013-10

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 16, SECTION 16.9, ACCEPTANCE OF PUBLIC INFRASTRUCTURE, BY ADDING CLAUSE (D), ABANDONED SUBDIVISIONS, REQUIRING THE REINSPECTION OF PUBLIC INFRASTRUCTURE BEFORE BEING PUT INTO USE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2013-10 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on July 18, 2013, at 3 p.m.; and
2. Tavares City Council meeting on August 7, 2013, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on August 21, 2013, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2013-10 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

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

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

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

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 7

SUBJECT TITLE: Collective Bargaining Agreement between IAFF Local 3245 IAFF and City of Tavares

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OBJECTIVE:

To consider approval of the proposed Collective Bargaining Agreement (C.B.A.), Article 33 related to Wages, between the Tavares Professional Firefighters Local 3245 (I.A.F.F.) and the City of Tavares and give authorization to the City Administrator to execute the contract on behalf of the City. The contract will become effective October 1, 2013.

SUMMARY:

The previous C.B.A. between the Tavares Professional Firefighters and the City will expire on September 30, 2013. Representatives of both entities met on several occasions prior to the expiration date for collective bargaining sessions. Mayor Robert Wolfe, City Administrator John Drury, and Fire Chief Richard Keith served as the negotiations team representing the City. Local 3245 President Alan Gagne and Vice-President Mark Kidd represented the Union.

President Gagne has authorization from the members of the Union Local to sign the proposed contract on behalf of the Union.

The salient points of this proposed contract are:

- Under Article 33, all Union members will receive a 2.5% Cost of Living Adjustment, payable at such time as that increase became effective for all city employees (October 1, 2013). This has been budgeted in the proposed fiscal year 2014 budget.

- Under Article 33, the annual salary ranges were increased by 2.5%. This only affects two employees who would be below the new bottom entry level salary range. It was bargained that these two employees would be brought up to the new bottom entry salary range. The total fiscal impact is $3,211.78 above what was budgeted previously in the fiscal year 2014 budget.

- Under Article 33: The wording "and maintain that approval" has been added to the paragraph regarding paramedics in the previously approved contract. This is to clarify that the employee is responsible to maintain their certification in order to receive the extra stipend as previously approved. The new paragraph reads:

  "Unit members covered by this agreement who maintain a current Florida certification of "Paramedic" as issued by the State of Florida, Department of Health, and are approved by the Medical Director of Lake E.M.S. to practice as a Paramedic under his/her license**, and maintain that approval,** shall be paid an additional $1.93 per hour."

Option 1:

Move to approve the proposed Collective Bargaining Agreement, Article 33, between the Tavares Professional Firefighters Local 3245 and the City of Tavares, and authorize the City Administrator to sign the contract on behalf of the City.

Option 2:

Do not approve the proposed Collective Bargaining Agreement, Article 33 and direct Staff to pursue a different course of action as defined by Council.

STAFF RECOMMENDATION:

Move to approve the proposed Collective Bargaining Agreement, Article 33, between the Tavares Professional Firefighters Local 3245 and the City of Tavares, and authorize the City Administrator to sign the contract on behalf of the City.

FISCAL IMPACT:

The 2.5% was previously budgeted in the fiscal year 2014 budget. The $3,211.78 pay range adjustment for the two employees will be incorporated into the final fiscal year 2014 budget.

LEGAL SUFFICIENCY:

Legally sufficient.

CITY OF TAVARES, FLORIDA

and

PROFESSIONAL FIREFIGHTERS of TAVARES

Local #3245, IAFF

2012 - 2017

Collective Bargaining Agreement

Dated: ~~October 1, 2012~~
October 1, 2013

DRAFT

ARTICLE 33

Wages

All bargaining unit members shall be paid during fiscal year ~~2012 – 2013~~ 2013 – 2014 on the following salary schedule, effective October 1, ~~2012~~ 2013. Unit members' hourly pay rate is based on 2,592 hours per year.

The following minimum and maximum annual salaries are hereby established for the following positions for fiscal year ~~2012 – 2013~~ 2013 - 2014:

Fire Captain	~~$51,738 – 73,911~~ $53,031 – 75,759
Shift Commander/Battalion Chief	~~$51,738 – 73,911~~ $53,031 – 75,759
Lieutenant	~~$43,978 – 62,826~~ $45,077 – 64,397
Engineer	~~$37,382 – 53,403~~ $38,317 – 54,738
Firefighter/EMT	~~$31,775 – 46,074~~ $32,569 – 47,226

Unit members who are promoted to the rank of Engineer, Lieutenant, Captain, or Shift Commander shall be paid an amount equal to 5% above their existing salary OR the minimum salary of new position salary range set forth above, whichever is greater. Employees who are hired from outside the Tavares Fire Department to fill a vacancy in the rank of Engineer, Lieutenant, Captain, or Shift Commander shall be paid within the range provided for that position, as set forth above.

Effective October 1, ~~2012~~ 2013, payable at such time as these changes become effective for all city employees, all bargaining-unit members shall receive the following:

- Cost of Living Adjustment of two and one-half percent (2.5 %).
- Merit increase of Zero (0)%
- Bargaining-unit members agree to the insurance premium adjustments equal to those paid by general city employees.

Wages shall be re-opened, at the discretion of the Union, for negotiation for fiscal year ~~2013-2014~~ 2014-2015.

DRAFT

Paramedic Incentive

Unit members covered by this agreement who maintain a current Florida certification of "Paramedic" as issued by the State of Florida, Department of Health, and are approved by the Medical Director of Lake E.M.S. to practice as a Paramedic under his/her license, and maintain that approval, shall be paid an additional $1.93 per hour.

~~The Paramedic Incentive shall not be payable until such time as the City Council requests and receives written authorization from Lake E.M.S. to permit qualified City Paramedics to provide Advanced Life Support (A.L.S.) service.~~

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 8
SUBJECT TITLE: Police Union Contract Amendment

OBJECTIVE:

To obtain approval of the Police Union Contract amendment Article 17.1 addressing wages.

SUMMARY:

Previously the Council appointed a management team made up of Council member Norman Hope, the City Administrator and Police Chief to engage in the collective bargaining process with the Police Benevolent Association (PBA). The contract is set for two years except for wages. Wages are bargained every year so this year's bargaining was limited to wages only. Next year the entire contract will be on the table.

The three panel management team made up of Councilmember Norman Hope, City Administrator John Drury, and Police Chief Stoney Lubins and the Union's Chief Negotiator along with three Police Officers, bargained in good faith on several occasions. Several police officers in addition to the three at the table attended all the bargaining sessions. A tentative agreement has been reached regarding wages subject to Council's approval as follows:

1. All employees will receive a 2.5% pay increase effective October 1.
2. Road Patrol Supervisors (Sergeants) current range of $20.43 to $23.35 per hour will be adjusted to $24.65 to $25.24 per hour based on date of hire and date of promotion. This adjustment is limited to the four road patrol supervisors and will cost a total of $23,473.32.

Item one above is consistent with pay adjustments for all city employees. Item two above corrects a compression issue that occurred over time where road patrol supervisors in some cases were making less than the people they were supervising.

OPTIONS:

1. Move to approve the management team's and union's contract amendment Article 17.1 as attached.
2. Do not approve the amendment.

STAFF RECOMMENDATION: That Council approves the management team's and union's contract amendment Article 17.1 (attached).

FISCAL IMPACT: Item # 1 was budgeted in the FY 2014 budget and Item #2 will cost $23,473.32 which will be incorporated into the final fiscal year 2014 budget.

LEGAL SUFFICIENCY: Yes

ARTICLE 17: **WAGES**

Section 17.1:

A. For FY 2012-14, All bargaining unit members shall receive wage increases, effective October 1, 2013, in accordance with Appendix I, attached hereto and made part of the contract..

B. Wages shall be reopened at the discretion of the union.

Section 17.2: Traffic Homicide

Unit members who are assigned as Traffic Homicide investigators shall receive twenty-five dollars assignment pay per pay period, as of the effective date of this contract. This assignment pay shall not constitute a property right in the assignment. Unit members, who are no longer designated Traffic Homicide investigators, shall not receive the assignment pay; provided that they are no longer performing the duties and responsibilities of an investigator. Mere changes in titles or name designations shall not result in assignment pay loss.

Section 17.3: FTO

Any unit member working as a Field Training Officer (FTO) shall receive one extra hour of pay for each shift of training.

Section 17.4: CID

Unit members who are assigned to work in CID as investigators shall be compensated twenty-five dollars per pay period as of the effective date of this contract.

APPENDIX 1

2013/2014 WAGE PLAN

NAME	DOH	POSITION	CURRENT HOURLY RATE	NEW RATE	%
Woods	9/6/91	Cpl	$26.87	$27.54	2.5
Grogan	6/27/03	Cpl	$20.73	$21.25	2.5
Harvey	6/27/03	Cpl	$21.19	$21.72	2.5
Moulton	3/4/04	Cpl	$19.80	$20.30	2.5
Prince	10/6/06	Cpl	$19.71	$20.20	2.5
Harper	2/19/07	Inv	$18.41	$18.87	2.5
Dison	6/29/07	Cpl	$20.06	$20.56	2.5
Mahaney	10/31/07	Cpl	$17.74	$18.18	2.5
Blessing	12/22/07	Cpl	$17.74	$18.18	2.5
Kellan	1/17/08	Cpl	$17.74	$18.18	2.5
Baugh	12/2/08	Inv	$17.92	$18.37	2.5
Atkinson	11/10/10	Cpl	$16.56	$16.97	2.5
Schmidbauer	6/27/11	Ofc	$16.56	$16.97	2.5
Coursey	9/24/11	Inv	$16.56	$16.97	2.5
Bledsoe	1/23/12	Ofc	$16.56	$16.97	2.5
Howard	2/21/89	Sgt/Inv	$35.29	$36.17	2.5
Hall	2/21/00	Sgt/Sup	$23.35	$25.24	8.1
Miller	6/12/00	Sgt/Sup	$23.68	$24.88	5.1
Reynolds	6/30/03	Sgt/Sup	$21.70	$24.71	13.9
Goodknight	12/5/03	Sgt/Sup	$20.43	$24.65	20.7

AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 9

SUBJECT TITLE: Request to Accept a State of Florida Department of Health 75% Matching Grant Award (in the amount of $25,000) for a Life Pack 15 Cardiac Monitor and Authorize Funding for the 25% ($8,559) Grant Match

OBJECTIVE:

To accept a $25,000 grant from the State of Florida Department of Health and approval of a $8,559.95 grant match to purchase a Life Pack 15 Cardiac Monitor..

SUMMARY:

The City of Tavares is moving forward with becoming an Advanced Life Support (A.L.S.) provider through its Fire Department. The City has approved an Interlocal Agreement with Lake County and Lake E.M.S. that sets the effective date of the City's A.L.S. program at October 1, 2013. That Interlocal Agreement will provide a revenue stream back to the City of $60,590 (one-tenth of one mil of property value tax) to help defray the cost of the A.L.S. program.

One crucial piece of equipment required by an A.L.S. provider is the cardiac monitor. The cardiac monitor accepted in the Lake County emergency medical system is the Physio-Control Life-Pack – 15. The Life-Pack – 15 is the latest in a long line of "Life-Pack" Brand cardiac monitors, and the Life-Pack – 15 should remain the standard cardiac monitor for the next 10 to 15 years.

Previously staff included the grant and grant match in next year's fiscal year 2014 budget, however, the grant award is available now from the State of Florida Department of Health as follows:

- 75% ($25,000)
- 25% (8,559.95) grant match

It is recommended that next year's fiscal year 2014 budget be reduced by eliminating the Life Pack and that this year's fiscal year 2013 budget be amended to facilitate the purchase of the equipment now so that Advanced Life Support can commence October 1, 2013.

Option 1:

Move to accept the State of Florida Department of Health grant of $25,000 and provide a $8,559.95 (grant match) from General Fund Reserves, and eliminate this item from next year's fiscal year 2014 budget and commence ALS service on October 1, 2013.

Option 2:

Move to accept the State of Florida Department of Health grant of $25,000, and purchase the cardiac monitor in October 2013, with the $8,559.95 (grant match) coming from next year's fiscal year 2014 budget and delay ALS service until the Life Pack arrives..

Option 3:

Move to direct Staff to decline the State of Florida grant and reapply next year.

Option 4:

City Council may choose to not approve any of these options and direct Staff to pursue a different course of action.

STAFF RECOMMENDATION:

Option 1: Move to accept the State of Florida Department of Health grant of $25,000 for a cardiac monitor, and approve the $8,559.95 grant match from General Fund Reserves to make the purchase of the cardiac monitor now, and eliminate from next year's fiscal year 2014 budget.

FISCAL IMPACT:

$8,559.95 from General Reserves, which leaves a balance in Reserves of $1,062.901 at 8.4%.

LEGAL SUFFICIENCY:

Legally sufficient.

AGENDA SUMMARY
TAVARES CITY COUNCIL
AUGUST 21, 2013

AGENDA TAB NO. 10
SUBJECT TITLE: Interlocal Service Boundary Agreement with Lake County Old 441 Corridor

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OBJECTIVE:

To obtain Council's direction on whether to initiate the process for entering into an Interlocal Service Boundary Agreement with Lake County along the Old 441 Corridor.

SUMMARY:

The relatively new Interlocal Service Boundary Act provides for a more flexible process for adjusting municipal boundaries while encouraging intergovernmental coordination in planning and service delivery.

Several property owners and Developers have asked the City of Tavares if we are planning to provide sewer and water services along the Old 441 Corridor between Tavares and Mount Dora (Bay Road). Although we have utility capacity, lines would need to be extended. A Preliminary Engineering Report for Old 441 from SR 19 to Bay Road was completed in 2007. Our present Alfred/Caroline Street one-way project is the only the first phase of recommended improvements. Subsequent phases would continue the project to Bay Road. An Interlocal Service Boundary Agreement (ISBA) would assist the City and County to formulate a unified plan for service and utility provision within an area defined by the agreement. Under an ISBA, annexation of non-contiguous properties is allowed since urban service extensions to these properties are predetermined under the agreement.

There are specific advertising and notification procedures under the Act that insures that public and governmental interests are fairly and openly negotiated.

OPTIONS:

1. That City Council discusses the option of pursuing an ISBA with Lake County for provision of services along the Old 441 Corridor and provides direction to staff whether to initiate the process for establishing this agreement.

STAFF RECOMMENDATION:

Staff is of the opinion that an ISBA is a viable alternative to traditional annexation methods and should be considered along the Old 441 Corridor.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

This agenda summary has been reviewed for legal sufficiency.

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 11

SUBJECT TITLE: Appointment to Library Board

OBJECTIVE:

The Mayor will designate a member to fill a vacancy on the Library Board.

SUMMARY:

Mr. Cooke has resigned from the Library Board which leaves one vacancy for his unfilled term.

Previously Norma Emerson applied for a vacancy on the Library Board for which the mayor recommended appointment of the existing members. Ms. Emerson has indicated she is still interested in being appointed to the Board. The vacancy was advertised in the Lake Sentinel and the city received no new applications.

OPTIONS:

The Mayor will make his recommendation. The person designated will be filling the remaining one year term of Mr. Cooke.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

Nancy Barnett

From: Norma Emerson [emersonn66@gmail.com]
Sent: Thursday, August 01, 2013 2:12 PM
To: Nancy Barnett
Subject: Library Board Position

Thank you for talking with me on the phone about the Library Board position.

I would still like to be considered for that position.

Thank you.

Norma J. Emerson
P. O. Box 981
Tavares, FL 32778
352-343-0888
352-504-8589

America's Seaplane City™

Application for a Board/Committee Appointment
City of Tavares

Please Print: Emerson Norma J.
Last Name First Middle Initial

Telephone: (352) 343-0888 Email: Emersonn66@gmail.com

Cell Phone: (352) 504-8589 Fax: _____

Present Address P.O. Box 981, 14312 Lk Juanita Dr. Tavares

Which Board/Committee Appointment are you seeking; (Please mark with a check.)

_____ Bicycle Pedestrian Committee of the Metropolitan Planning Organization

_____ Citizens Advisory Committee of the Metropolitan Planning Organization

_____ Community Redevelopment Area Advisory Committee

_____ Fire Pension Board

_____ Lake County Cultural Affairs Council – Tavares Representative

X Library Advisory Board

_____ Planning and Zoning Board*

_____ Police Pension Board

***Planning and Zoning Board Applicants Only - please also complete the Planning & Zoning Board Applicant Questionnaire Attachment and attach to the application.**

Name(s) and Relationship of Relatives Working for the City: None

Have You Ever Been Convicted of or Pled Guilty or No Contest to any Felony Offense? Yes __ No ✓

Education and Training: (Circle Last Level of Education Completed)

Elementary & High School	College or University	Graduate School
1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4	1 2 (3) 4

Are You Employed at Present? (Please Circle) YES (NO)

Name of Last or Present Employer: Lake County Schools

Address: 201 W. Burleigh Blvd Tavares FL 32778
Number and Address City State Zip

Date Hired: 1974 Position: Teacher, Administrator

Brief Description of Responsibilities: Supervised Teachers by assisting them in developing effective Teaching methods, worked with students to Resolve behavior issues.

Have You Served on a City of Tavares Board or Committee? no

If You Answered Yes: When? _____ Where? _____

Professional or Civic Memberships:

1) none 2) _____

3) _____ 4) _____

Please Answer the Following (Use Back of Page if Additional Space is Needed)

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?

on back

2) What do you think should be the purpose of this board? on back

References: Give Below, the Names of Three Persons Not Related to You, Whom You Have Known at Least One Year.

1) Emogene Stegall — Supervisor of elections — P.O. Drawer 457, Tavares — 343-9734 — 8
Name — Address — Business — Years Known

2) June Dalton — Tavares H.S. Prin. — 603 N. Newhampshire, Tavares — 343-3007 — 17
Name — Address — Business — Years Known

3) Kenneth A. Bragg — Retired School Admin. — 4315 Piccola Road, Fruitland Park — 787-5888 — 30
Name — Address — Business — Years Known

Next of Kin: James Emerson — P.O. Box 981, 14312 NE Juniella, Tavares — Husband
Name — Address — Relationship

In Case of Emergency, Please Notify:
James Emerson — P.O. Box 981, 14312 NE Juniella Dr — 352-343-0888, 352-551-9181
Name — Address — Telephone No.

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF FACTS CALLED FOR IS CAUSE FOR VOIDING THIS APPLICATION.

Applicants Signature Norma J. Emerson Date 5.9.13

This form is for completion by applicants, and is used to collect information for reporting purposes only.

In keeping with Florida Statutes Chapter 760.80(4) and to help us comply with reporting and legal requirements regarding minority representation on boards, commissions, councils and committees, please answer the questions below.

Norma Emerson — 5.9.18

Name — Date of Application

Please select one of the following:

_____ An African American; that is a person having origins in any of the racial groups of the African Diaspora.

_____ A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

_____ An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

_____ A Native American, that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.

__X__ An American woman.

_____ An American man.

_____ None of the above.

Do you qualify as physically disabled? Yes: _____ No: __✓__

Orlando Sentinel/Lake Sentinel
Sunday, August 4, 2013 Edition
Citizen Boards/Committees – Library Board

Legal Notices

Advertisements for Bid

CITY OF TAVARES
CITIZEN BOARDS/COMMITTEES

The City of Tavares is presently accepting applications for the following Board:

Library Board

This position is voluntary and appointed by the Mayor of the City of Tavares. The position is for the remainder of a two year term which expires June 2014. Applicants must be a resident of Tavares. Applications may be obtained by calling (352) 253-4546, between the hours of 8 a.m. and 5 pm Monday through Friday or by downloading the application from the city's web site at www.tavares.org Applications should be submitted by Monday, August 12, 2013. For additional information please call Nancy Barnett, City Clerk, at 352-253-4546.

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 12

SUBJECT TITLE: Fiscal Year 2014 Budget Discussion

OBJECTIVE:

To continue discussion on Fiscal Year 2014 Budget

SUMMARY:

The City Administrator will present an update to City Council on the budget on items previously discussed and any changes to budget.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 13

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 & Approval of Tentative Millage and FY 2014 Budget – September 4, 2013
- City Council Regular Meeting & Approval of Final Millage and Adoption of FY 2014 Budget – September 18, 2013
- Code Enforcement – Special Magistrate Hearing – September 24, 2013 – 5:30 pm
- Lake County League of Cities – September 13, 2013 – 11:30 a.m.
- Lake Sumter MPO – August 28, 2013
- Library Board – September 11, 2013 – 2:00 p.m. Library Conference Room
- Planning & Zoning Board – September 19, 2013 – City Council Chambers

OTHER EVENTS

August 24-25 – Jet Ski Event
September 14, 2013 – Ingraham Basketball Park Dedication – 10:00 a.m.
September 14-15, Florida Bass Nation
September 27-29 – Rifles, Rails & History
October 5-6 – Fashion Designer's Showcase
October 19 – Z-Fest 2013
October 25-26 – Howl O Fest
October 26 – The Monster Splash
November 8-10 – Fall Thunder Regatta
December 7 – Christmas Parade & Celebration

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
August 21, 2013

AGENDA TAB NO. 14

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.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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