AGENDA
TAVARES CITY COUNCIL

MARCH 5, 2014
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

(Members of the public wishing to speak on an item that is on the agenda must fill out a Request to Speak from available from the City Clerk or at the Council Meeting prior to the meeting being called to order. In addition, the Mayor will ask for comment under the agendized item titled "Audience to be Heard" for matters not on the Agenda. For further information contact the City Clerk at (352) 742-6209 or nbarnett@tavares.org)

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Rick Fountain, First Baptist 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 City Council Meeting of February 19, 2014

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 2) Agreement for Sale of Tri-City Landfill Property on Frankie's Road — **Attorney Williams**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

RESOLUTIONS

Tab 3) Resolution #2014-03 – Variance for residential setback 1120 Lake Dora Drive — **Jacques Skutt**

Tab 4) Resolution #2014-05 – Variance for Residential Setback for Boathouse – 111 Medina Street — **Jacques Skutt**

Tab 5) Resolution #2014-06 - Establish Theater Donations Restricted Fund — **Lori Houghton**

Tab 6) Resolution #2014-08 – Approval of Joint Participation Agreement with FDOT for Design of Sidewalk on SR 19 from Avenue to Lane Park Road/Lane Park Cutoff Road — **Chris Thompson Slim Haywood**

X. GENERAL GOVERNMENT

Tab 7) Request to Provide Reclaimed Water for Fire Protection at Hickory Point Park — **Brad Hayes**

Tab 8) Agreement with MPO for Pavement Management Plan — **Chris Thompson**

Tab 9) Update on the Tavares Pavilion on the Lake — **Tammy Rogers**

Tab 10) Discussion on the Permitting of Wind Signs — **Jacques Skutt**

XI. OLD BUSINESS

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 11) City Administrator — **John Drury**

Tab 12) Council Reports — **City Councilmembers**

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

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

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
FEBRUARY 19, 2014
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT **ABSENT**

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

STAFF PRESENT

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

Jacob Roberts, Youth Pastor, Liberty Baptist Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mayor Wolfe asked for any changes to the agenda.

MOTION

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

IV. APPROVAL OF MINUTES

Tab 1) Approval of Minutes – February 5, 2014

Robert Speaks moved to approve the City Council Minutes of February 5, 2014, seconded by Kirby Smith. The motion carried unanimously 5-0.

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Lake County School System – Bill Gates Foundation Grant

Mr. Drury introduced Brian Payne and Chris Patton. Mr. Patton said Lake County was one of four districts across the nation that was awarded the grant. The title of the Grant is "Spending Money Smartly." The focus is to look within the budget to find dollars that can be applied back to the classroom to improve student achievement.

Brian Payne stated the key goal is developing C2 (college and career) ready students. The four instructional priorities will drive the work: compensation and staffing; professional development; technology; and teaching learning. He said it is not a linear process and there have been interviews with staff, teachers, and the community. He said one of the greatest attributes is the level of engagement that has taken place (over 70 working groups). During the process two additional instruction priorities have been established: funding programs aimed at closing the achievement gap with English language learner students and injecting additional resources for struggling students in schools. He said there is an established three year strategic finance plan based on the first two phases of the entire plan.

Mr. Patton said there will be changes in the local schools to help with reallocating money into the classroom. One of the biggest changes is the high school schedule. The schedule will change to a six out of seven schedule which will assist in saving money. Mr. Patton said he would like to give an update in the next quarter on the Tavares schools.

Council expressed appreciation for the presentation and indicated they would like to receive future updates.

VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE CONTACTS

None

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII CONSENT AGENDA

Mayor Wolfe asked if anyone in the audience opposed Tab 3 or 4 on the Consent Agenda.

MOTION

Kirby Smith moved to approve the Consent Agenda [CDBG Agreement for Restrooms at Ingraham Park and Request for Sponsorship to Advertise City Events on Radio during High School Basketball and Baseball Season 2014], seconded by Robert Speaks. The motion carried unanimously 5-0.

IX. ORDINANCES/RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 5) Broad Budget Priorities for Fiscal Year 2014-2015

Mr. Drury stated this is the kick off process for the FY 2015 budget planning process. He said after Council has shared their broad budget priorities he will meet with staff and the budget analyst to implement the broad budget priorities through the zero based budgeting initiative.

Mr. Drury reviewed the seven areas within the budget: General Government; Utilities Enterprise; Garbage Collection Enterprise; Seaplane and Marina Enterprise; Pavilion on the Lake; Capital Projects and the debt service which funds the current projects. He noted Exhibit A discussed the economic conditions and process taken by Tavares to invest in itself. He noted the economic investment done by the private sector has been an interesting process.

He said every five years the city does a rate analysis. Currently for utilities the City utilizes a CPI plus 1% to fund the natural growth and cost of delivering the services and has an adequate capital replacement program. For garbage collection the city has adopted a CPI. The Seaplane Base and Marina Enterprise has the goal of becoming self sufficient within five years. The Pavilion on the Lake will be opening up in June. Staff will adjust the Capital Improvement program based on Council's priorities.

Mr. Drury invited Council to provide their broad based budget and goals.

Norman Hope

- Maintain the same level of services
- Compensation for the employees in some amount of raise (to be determined by the financial data that comes in)
- Address parking problem for pavilion (possible relocation of public works)

Kirby Smith

- Maintain similar level of service
- Reduce millage rate and increase reserves

Robert Speaks

- Agreed with previous comments
- Funding for streets and roads (long range plan to repair streets)
- Maintain level of service

- Proper compensation for employees with proper benefits (consider other insurance opportunities)
- Maximum revenues and look at debt structure
- Increase in reserves

Vice Mayor Pfister

- Agree with previous comments – question reduction of millage rate but do not want to raise
- Consider other departments' budgets, e.g. library (staff; children's department).
- Compensation for employees

Mayor Wolfe

- Maintain similar level of service
- Public Works facility
- Difficult to cut back the millage but will depend on the property appraiser's data
- Road project department has been put in the budget before but has had to be taken out. He noted there is a list of streets rated by condition and the city has gotten some of them done but it is dependent on the budget

Tab 7) Authorization to Execute a Letter of Intent for Lease of City Property at Wooton Park

Mr. Neron reported that the Antique Boat Museum [ABM] located in Clayton, New York currently houses 320 vintage boats on a signature campus encompassing 10 buildings, 60,000 square feet of exhibit and program space and has a 20,000 square foot warehouse storage facility. He stated the museum is recognized as the premier fresh water natural museum in North America. He said as part of their five year strategic plan they are trying to locate one or two satellite facilities. Due to the strong presence of antique boaters through the Sunnyland Chapter, the city has had discussions with them about entering into a lease for the trailhead facility and picnic pavilion. It would be a 10 year lease with additional option periods. The ABM would be required to invest significant dollars to upgrade those facilities to first class museum quality. Throughout the process the city would have full architectural and plans control and any improvements would have to be approved by Council.

Mr. Neron said staff estimates that the improvement would probably require $300,000 to $500,000. He said the letter of intent is structured intro three sessions: an initial feasibility study; entering into a full lease after the feasibility study; and a design period and a construction period. He stressed that Council would be in full control over the facilities and design.

Mr. Neron said this facility will add another destination aspect to the downtown. Staff recommends approval with one change in the agreement that the City Attorney is addressing in terms of the entity that will be signing it on behalf of the museum.

Councilmember Smith asked when the $80,000 will be provided. Mr. Neron said that will be done when the plans are approved and they take possession of the pavilion or the trailhead building. He said in the Wooton Park expansion budget, funds are set aside for restrooms and a storage facility. These additional funds could add a picnic pavilion and replace the pavilion that would be lost.

Councilmember Smith requested that the pavilion remain open to the public up until the time construction begins and a new pavilion is either near completion or completed by the time that pavilion is no longer available to the public. He said he also wanted the new pavilion to be the same as the old with the indoor grills.

Councilmember Hope reiterated that he had wanted the new pavilion to be done before or simultaneously. He said he thought this would be another attraction to bring more people to Tavares.

Mr. Neron said it will be a tight time period but staff would do everything it can to minimize the impacts.

Councilmember Speaks asked if any other locations had been considered. Mr. Neron said no other locations were considered as the society requested the waterfront location. Councilmember Speaks inquired if there would be any effect on the covenants of the park. Attorney Williams answered that it would have no effect. Councilmember Speaks asked how many jobs it will bring. Mr. Neron said there would probably be only one or two jobs but the real economic impact will be bringing new visitors to downtown Tavares.

Mr. Drury said one of the challenges has been getting retail to Tavares. He said this will begin a shift of focusing more on the retail.

Vice Mayor Pfister spoke in support of the museum noting that it would contribute to her goal of having more cultural activities in the downtown.

Mayor Wolfe spoke in support. He said in terms of the time frame; once a contract is signed and the payment is made, he felt the city should consider borrowing from reserves if needed to finish the one pavilion before the other one is completed so as not to hold up construction.

Mr. Drury said staff's goal is to have the new pavilion up and operational before the other one is available.

Councilmember Speaks asked if Rails to Trails is still active. Mr. Drury said the trailhead will be part of the new picnic pavilion.

MOTION

Kirby Smith moved to approve Option #1 to allow the Economic Development Director to send a letter of intent, seconded by Norman Hope. The motion carried unanimously 5-0.

Tab 8) Authorization to Sell Surplus Vehicle

Ms. Houghton reported that the city currently has five vehicles that have been identified as surplus property for various reasons. Florida Statute requires that Council approve the sale.

Councilmember Speaks asked about the police vehicles being replaced. Ms. Houghton said Chief Lubins, Mr. Thompson and the Fleet Manager will discuss how the vehicles can be rotated to another function or department. Those that are too costly to be repaired will be brought back to Council.

MOTION

Norman Hope moved to approve Option #1 [approve the attached listing of surplus items and authorize staff to offer these items for sale through an online auction], seconded by Kirby Smith. The motion carried unanimously 5-0.

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

Mayor Wolfe asked for public comment for anything not on the agenda.

XIV. REPORTS

Tab 14) City Administrator

Mr. Drury referred to his list of meetings and events coming up. He then discussed the upcoming gas tax.

Gas Tax

Mr. Drury said he and Councilmember Speaks attended a meeting on the two cents gas tax reauthorization. He said there are some winners and some losers in terms of the four formulas being considered. The County gets about 66% of the gas tax and the cities get the remainder. The issue that is being discussed is how the 14 cities will split the 33% for transportation related issues. He said there is a state statute that addresses the options. He said there will be about four options presented. All of the options are not highly variable for the City of Tavares. He said Councilmember Speaks will be participating in the committee that will work with the county over the next 60 days to come up with a formula. The County will be asking each City Council to vote on a formula. If 51% of the population of the cities represented by their councils can agree on a formula, that will be the formula that will be applied for the next 20+ years. If the councils cannot agree on a formula, it goes to state statute.

Councilmember Speaks said the state statute would also benefit Tavares

Mr. Drury said he and the mayor were in Tallahassee for the last two days. He said Lake County was well represented and they were able to meet with the legislators. He said the city has applied for a CBIR grant for 1.2 million for lowering TMDL's in the lakes. He said staff is hopeful about continuing to amass the 8 million needed to re-do the stormwater system.

Mayor Wolfe said by speaking to the different representatives and senators they seem positive about the projects in Tavares.

City Clerk

Human Resources

Economic Development

Public Works

Utility Department

Police Department

Community Services

Ms. Rogers said the city is forming a Dragonboat Team and Philip Clark is in charge. He said March 1st is opening day at Fred Stover.

Fire Department

Community Development

Finance Department

City Attorney

Tab 15) City Council

Vice Mayor Pfister

Councilmember Hope

Councilmember Hope thanked the individual from the Sunnyland Boat Chapter and Mr. Neron for bringing the museum project to the City.

Lou Ronca stated he is a local resident and also past President of the Sunnyland Chapter. He expressed appreciation on behalf of the Antique Boat Museum as well as Sunnyland. He said with the approval of the letter of intent this will take the project forward.

Councilmember Speaks

Councilmember Speaks reminded everyone that the Chamber of Commerce is putting on a golf tournament on Friday March 14th at 8:30 a.m. at Arlington Ridge. He thanked Ms. Rogers for the opportunity to be in the Dragonboat Festival.

Councilmember Smith

Councilmember Smith expressed his gratitude to Mr. Skutt in the Building Department. He said he has had very positive feedback on the department from the local contractors.

Councilmember Smith said on this day in history in 1881, Kansas became the first state to prohibit alcohol.

Mayor Wolfe

Mayor Wolfe stated he would like to have the opportunity to speak to the Taiwanese officials to ask them to donate money for the Dragonboat fireworks. He said T.J. Fish of the Chamber has requested a city competition and he encouraged staff and council to act on the challenge.

Adjournment

There was no further business and the meeting was adjourned at 4:57 p.m.

Respectfully submitted,

Nancy A. Barnett

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 5, 2014

AGENDA TAB NO. 2

SUBJECT TITLE: Approval of Purchase and Sale Agreement of Tri-City Property on Frankie's Road

OBJECTIVE:

To approve the purchase and sale agreement of the tri-city landfill property on Frankie's Road.

SUMMARY:

At its November 20, 2013 meeting, City Council approved the sale of the 20.54 acres property that it jointly owns with Mt. Dora and Eustis to Florida Rock Industries.

Attached is the agreement that the City Attorney has reviewed and submitted for Council approval. The City's interest in this property will generate approximately $20,000 which will be placed back into the General Fund Reserve Account.

OPTIONS:

1) Move to approve the Purchase and Sale Agreement of the property located on Frankie's Road owned jointly by the cities of Tavares, Mt. Dora, and Eustis and authorize the City Administrator to execute the agreement.
2) Do not approve the agreement.

STAFF RECOMMENDATION:

Move to approve the Purchase and Sale Agreement of the property located on Frankie's Road owned jointly by the cities of Tavares, Mt. Dora, and Eustis and authorize the City Administrator to execute the agreement.

FISCAL IMPACT:

Approximately $20,000 expected in revenues from this sale will be placed back into the General Fund reserve account.

LEGAL SUFFICIENCY:

Legally sufficient.

MEMORANDUM

TO: City Council, City of Tavares, Florida
City Administrator, City of Tavares, Florida

DATE: February 25, 2014

FROM: Robert Q. Williams

SUBJECT: Tri-City Landfill Purchase – Florida Rock Industries, Inc.

The Cities of Tavares, Eustis and Mount Dora have been contacted by Florida Rock Industries, Inc. about purchasing approximately 25.54 acres of the old Tri-City Landfill property located near Frankies' Lane near Astatula. The proposed purchase price of $101,000.00 is based on an appraisal that was furnished to the three cities. The three cities own the Tri-City Landfill property in the following percentages;

Eustis - 40%
Mount Dora - 40%
Tavares - 20%

The contract, if approved by all three cities, would give the purchaser one hundred twenty (120) days to perform due diligence testing and inspections of the property to make sure that it is appropriate for its intended purposes of mining and mining buffer. The purchaser owns adjacent property to the east that is used for that purpose. The contract calls for the closing to be held within thirty (30) days after the expiration of the due diligence period. The sellers are responsible for paying documentary stamp tax on the deed and certain recording costs. The buyers are paying the remaining closing costs including title insurance.

If the closing is consummated, the City of Tavares will get twenty percent (20%) of the net closing proceeds – approximately $20,000.00 or so after the payment of closing costs. It is my understanding that the Cities of Mount Dora and Eustis are also recommending this contract to their respective legislative bodies since this property is no longer needed for its original purposes. Please feel free to contact me if you have any questions about the proposed agreement or the closing process.

PURCHASE AND SALE AGREEMENT

PARTIES, FLORIDA ROCK INDUSTRIES, INC., whose address is P.O. Box 4667, Jacksonville, Florida 32201 ("BUYER") and **THE CITY OF EUSTIS, FLORIDA, as to an undivided 40% interest, THE CITY OF MOUNT DORA, FLORIDA, as to an undivided 40% interest, AND THE CITY OF TAVARES, FLORIDA, as to an undivided 20% interest**, each a municipal corporation organized under the laws of the State of Florida (jointly and severally referred to herein as "SELLER"), agree that SELLER will sell and BUYER will buy a parcel of land consisting of 25.54 acres, more or less, as described on **Exhibit A** attached hereto ("Property") according to the terms and conditions of this Purchase and Sale Agreement (this "Agreement"). The effective date of this Agreement ("Effective Date") will be the date upon which the last party executes this Agreement signs the same. The Property is located on Frankies Road in Tavares, Florida and is part of tax parcel number 172026000200000600. It is agreed that the Property will be conveyed by special warranty deed, free and clear of all liens and encumbrances and subject only to current taxes not yet due and payable.

1. **PURCHASE PRICE:** The Purchase Price for the Property shall be One Hundred One Thousand and NO/100 Dollars ($101,000.00) (the "Purchase Price") and shall be payable as follows:

Purchase Price	$ 101,000.00
Binder Deposit payable to Escrow Agent within three (3) business days after the Effective Date ("Binder Deposit")	$ 6,060.00
Balance due at Closing (not including prorations and closing costs)	$ 94,940.00

The purchase price will be allocated among the SELLER parties as follows: The City of Eustis, 40%; the City of Mount Dora, 40%; and the City of Tavares, 20%.

2. **PRORATIONS**: Ad Valorem taxes shall be prorated through the day of Closing based upon the tax assessment and millage rate for the year of Closing, or if unavailable, then on the basis of the prior year's taxes, if any, to be readjusted between the parties when the current years actual tax bill becomes available.

3. **CLOSING COSTS**:

A. BUYER will pay: recording fees for deed; survey; title insurance; title search and exam fee; BUYER's attorney fees; and all costs of BUYER's investigation of the Property.

B. SELLER will pay: costs associated with clearing title defects, if any; documentary stamp tax on deed; and SELLER's attorney fees, if any.

4. MAINTENANCE, INSPECTION AND COOPERATION: **SELLER will maintain the Property in its present condition until Closing.**

A. **Inspection**: BUYER shall have the right to inspect the Property from the date of execution of this Agreement until 11:59 PM on the date which is one hundred twenty (120) days after the Effective Date (the "Inspection Period"). During the Inspection Period, BUYER may (i) examine the economic feasibility of purchasing the Property; (ii) enter upon and inspect the Property in order to determine its physical condition and limitations; (iii) investigate the requirements of governmental authorities applicable to the Property or to BUYER's proposed use thereof; and (iv) make such other inquiries as BUYER may deem advisable or necessary regarding the suitability of the Property for BUYER's proposed uses, in order to determine whether to proceed with the purchase of the Property. SELLER shall provide BUYER with access to the Property at reasonable times during the Inspection Period to conduct the inspections, including surveys, soil tests and environmental investigations (including Phase 2 investigations if recommended by BUYER's environmental consultant). If BUYER determines that BUYER does not desire to proceed with the purchase of the Property for any reason or for no reason whatsoever, BUYER may terminate this Agreement by giving written notice to SELLER on or before the last day of the Inspection Period, and if so terminated BUYER shall receive a refund of the Binder Deposit. BUYER shall bear all costs associated with inspection of the Property. BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs, damages or liability arising out of BUYER's investigation of the Property, including reasonable attorney's fees. BUYER hereby agrees to defend, indemnify and hold SELLER harmless from and against all liens on the Property filed by contractors, materialmen or laborers performing work and tests for BUYER.

B. **Cooperation**: SELLER shall cooperate with BUYER at all times during the Inspection Period (at no expense to SELLER) regarding (i) BUYER's investigation of the Property and (ii) obtaining any government approvals necessary to utilize the Property for BUYER's intended purposes. SELLER's cooperation shall include executing any consents or agreements reasonably requested by BUYER in connection with BUYER obtaining rezoning, land use changes, governmental approvals or permits relating to BUYER's intended use of the Property for mining purposes. BUYER shall be responsible for all costs and fees related to such approvals and permits.

5. **CONDITIONS PRECEDENT TO CLOSING.**

BUYER's obligation to purchase the Property is contingent upon the satisfaction of the following conditions (any of which may be waived by BUYER, in its sole discretion, in writing) within ____ (__) months after the Effective Date:

(i) BUYER shall have obtained a comprehensive plan change and a rezoning of the Property by the governmental entities having jurisdiction, as required to change the zoning designation from Vacant Municipal (8089) to Mining (9900), by a final, non-appealable zoning action so that the zoning designation of the Property and its designation under the applicable County or municipal Comprehensive Plan's Future Land Use Map shall permit mining operations on the Property as a matter of right (and not as a result of a variance or grandfathering);

(ii) If required by applicable law, BUYER shall have obtained, at its own expense, any plat approval required by applicable law to separate the tract from the larger tract owned by SELLER, or to convey the Property legally as a separate parcel.

SELLER shall cooperate with BUYER and provide to BUYER, on a timely basis, any information required by BUYER from SELLER to satisfy the contingencies set forth above. BUYER shall have the right to apply for and shall use reasonable diligence to apply for and thereafter shall diligently pursue obtaining all approvals and final action required to satisfy the conditions set forth in clauses (i) and (ii) above. If the foregoing conditions have not been satisfied within ___ (__) months of the

Effective Date, BUYER shall have the right to terminate this Agreement by written notice to SELLER and receive a refund of its Binder Deposit.

Upon the execution of this Agreement, if requested by BUYER, SELLER shall deliver to BUYER any written authorizations in form reasonably requested by BUYER from SELLER as the current record owner of the Property, authorizing BUYER or an agent for BUYER to apply for any permits, licenses, entitlements or land use changes required by BUYER for development of the Property. If applicable law requires that a Plat be approved and filed in order to subdivide the subject Property from a larger tract of which it is a part, or to convey the Property as a separate parcel.

6. **CLOSING:** Closing shall occur on or before 30 days after the later of (i) the expiration of the Inspection Period or (ii) the satisfaction or waiver by BUYER of conditions set forth in Section 5 above through Escrow Agent as closing agent for the title insurance company issuing the Title Commitment (the "Closing"), using a mail away procedure without the necessity of the parties being present. SELLER shall deliver possession of the Property to BUYER at Closing free and clear of any liens, encumbrances or parties in possession. If SELLER fails to do so, BUYER shall have the right to payoff or satisfy any liens or encumbrances on the Property at Closing and if BUYER elects to do so BUYER shall receive a credit for such amount against the Purchase Price.

7. **ADDITIONAL CONDITIONS PRECEDENT TO CLOSING:** At Closing SELLER shall deliver its special warranty deed to the Property conveying good marketable title to BUYER, free and clear of any liens and encumbrances, except taxes for the current year not yet due and payable, together with an owner's affidavit in form sufficient to enable Title Insurer to delete all standard title exceptions from the title insurance policy when issued, and a certificate duly executed by SELLER certifying that SELLER is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended.

8. **ENCUMBRANCES AND ASSESSMENTS**: SELLER shall keep the Property free and clear of all liens and encumbrances prior to Closing. All special assessments which have been levied or certified prior to Closing will be paid in full by SELLER. BUYER shall order a survey for the Property. BUYER shall obtain a title insurance commitment (the "Title Commitment") from a title insurance company of its choice ("Title Insurer") within forty-five (45) days after the Effective Date. If BUYER identifies any

title defects disclosed in the Title Commitment or any survey obtained by BUYER, it will notify SELLER prior to the end of the Inspection Period and provide SELLER with an opportunity to cure the same. If such defects are not cured prior to the time provide for Closing, BUYER shall have the right to terminate this Agreement and receive a refund of the Binder Deposit or waive its objections and close on the terms set forth herein. SELLER shall not enter into any agreements to sell, mortgages, leases or other agreements relating to the Property, or grant any easements of other rights with respect to the Property, while this Agreement is in effect.

9. **DEFAULT:** If BUYER defaults under the terms of this Agreement, SELLER's sole remedy shall be to terminate this Agreement and receive the Binder Deposit as liquidated damages, which shall be allocated among the Seller parties in the following proportions: 40% to the City of Eustis; 40% to the City of Mt. Dora; and %20 to the City of Tavares. BUYER and SELLER acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by SELLER as a result of any default by BUYER and agree that such liquidated damages are a reasonable estimate of such damages. SELLER and BUYER further acknowledge and agree that each party was materially induced to enter into this Agreement in reliance upon the agreement to limit damages and that SELLER and BUYER would not have entered into this Agreement otherwise. If SELLER defaults under the terms of this Agreement, BUYER may seek specific performance and/or bring an action for its actual damages against SELLER. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the losing or defaulting party shall pay the prevailing party's attorneys' fees, costs and expenses incurred in connection with the prosecution, defense or appeal of such action.

10. **RISK OF LOSS:** SELLER shall retain the risk of loss to the Property until Closing.

11. **CONDEMNATION:** In the event the Property or any portion thereof will be taken or condemned or be the subject of a bona fide threat of condemnation by any governmental authority or other entity prior to Closing, BUYER will have the option of either (i) terminating this Agreement by giving written notice thereof to SELLER and Escrow Agent whereupon the Binder Deposit will be immediately refunded by Escrow Agent to BUYER, and this Agreement and all rights and obligations created hereunder will be null and void and of no further force or effect, or (ii) requiring SELLER to convey the remaining portion

or portions of the Property to BUYER pursuant to the terms and provisions hereof and to transfer and assign to BUYER at Closing all of the right, title and interest of SELLER in and to any award made or to be made by reason of such condemnation.

12. ENVIRONMENTAL: SELLER has no actual knowledge of any condition on or affecting the Property that would constitute a violation of any applicable federal, state or local laws, ordinances, rules or regulations pertaining to the environment, including without limitation the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA") and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA") and the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 ("SARA"), and similar statutes, rules and regulations of the State of Florida. The representation herein shall survive Closing for a period of one (1) year. As used herein, the term "to Seller's actual knowledge" shall mean only the "current actual knowledge" (as defined below) of the following designee of Seller: _____, who is the person with the most knowledge and experience in connection with the ownership and operation of the Property by Seller. As used herein, the term "current actual knowledge" shall mean only the actual, current knowledge of the designated person and not constructive, imputed or implied knowledge of such designee. Anything herein to the contrary notwithstanding, such designee shall not have any personal liability or obligation whatsoever with respect to any of the matters set forth in this Agreement or any of the Seller's representation herein being or becoming untrue, inaccurate or incomplete in any respect

13. **MISCELLANEOUS:** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, will constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force or effect. Any amendment to this Agreement will not be binding upon any of the parties hereto unless such amendment is in writing and executed by SELLER and BUYER. The provisions of this Agreement will inure to the benefit of and be binding upon the parties

hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. All references to "days" contained herein are references to calendar days, unless otherwise specified and are based upon a seven day week, including holidays. In the event performance is due on a Saturday or Sunday or a day which is a legal holiday generally observed by the federal government or the State of Florida, performance will be postponed to the next business day. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. SELLER and BUYER do hereby covenant and agree that such documents may be legally necessary or otherwise appropriate to carry out the terms of this Agreement will be executed and delivered by each party at Closing. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Wherever used herein the term BUYER shall include the successors and assigns of BUYER.

14. **BUYER APPROVAL**. BUYER's obligations hereunder are contingent upon approval of BUYER's Senior Management prior to the expiration of the Inspection Period. If BUYER does not terminate this Agreement prior to the end of the Inspection Period, such approval shall be deemed to have occurred.

15. ADDITIONAL TERMS OR ADDENDA. **An Addendum [__] is [X] is not, attached to this Agreement and incorporated herein by this reference. If an Addendum is attached hereto, it shall control in the event of a conflict.**

16. BROKER: **SELLER and BUYER each warrants and represents to the other that it has not dealt with any real estate broker or agent to whom a commission would be due upon consummation of the transaction described herein. SELLER and BUYER each agree to indemnify and hold one another harmless from any liability, loss or damage that either may incur resulting from a**

claim by a broker or any other person for commissions or fees arising out of actions of such party.

17. **ESCROW AGENT:** Escrow Agent will not be entitled to any fees or compensation for its services as escrow agent hereunder. Escrow Agent will be held liable only to hold the Binder Deposit, and to deliver same to the parties named herein in accordance with the provisions of this Agreement. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and will not be liable or responsible to anyone for any damages, losses or expenses unless same is caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement or among them or any of them and any other person, resulting in adverse claims and demands being made in connection with or for any property involved herein or affected hereby, Escrow Agent will be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, will make no delivery or other disposition of any property then held by it under this Agreement, and in doing so Escrow Agent will not be held in any way for such refusal, and Escrow Agent will be entitled to continue to refrain from acting until (a) the rights of adverse claimants have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property involved herein or affected hereby, or (b) all differences have been settled by agreement and Escrow Agent will have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent will have the right at any time after a dispute between SELLER and BUYER has arisen, to pay any deposits held by it into a court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder will terminate.

The parties acknowledge and agree that Escrow Agent also serves as legal counsel to BUYER. In the event of any legal dispute between SELLER and BUYER under this Agreement, Escrow Agent's service as escrow agent hereunder will not act to disqualify it from serving as BUYER's legal counsel in connection with the prosecution or defense of any legal action relating to such dispute.

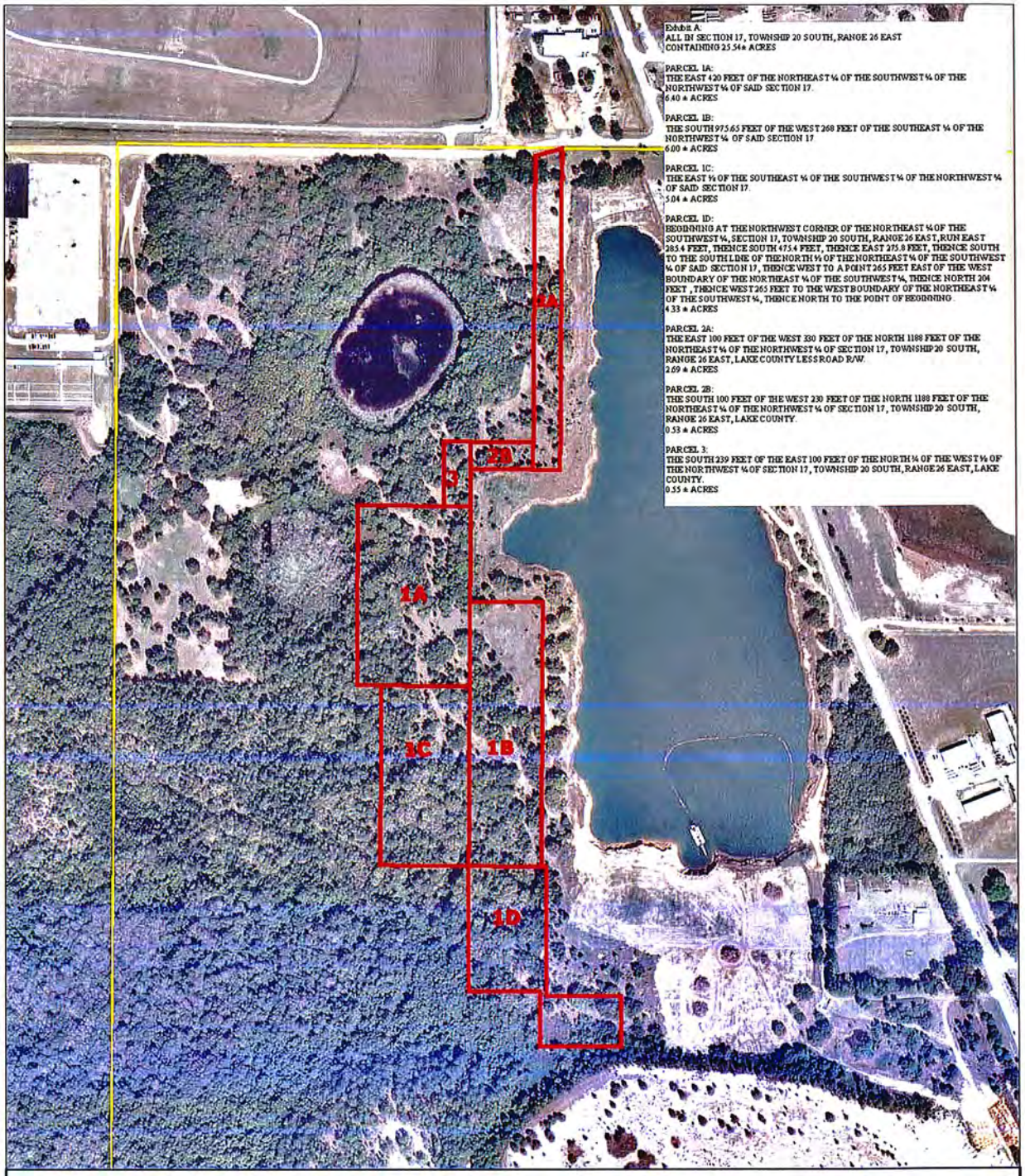
(signatures on following page)

The Parties have executed this Agreement on the date next to their signatures

BUYER: **FLORIDA ROCK INDUSTRIES, INC.** By: _____ Name: _____ Its: _____ Dated: _____, 20___	**SELLER:** **CITY OF EUSTIS, FLORIDA** By: _____ Name: _____ Its: _____ Dated: _____, 20___ **CITY OF MOUNT DORA, FLORIDA** By: _____ Name: _____ Its: _____ Dated: _____, 20___ **CITY OF TAVARES, FLORIDA** By: _____ Name: _____ Its: _____ Dated: _____, 20___
	ESCROW AGENT: **McGUIREWOODS LLP** By: _____ Sharon R. Henderson Authorized Signatory

EXHIBIT A

(attached)



PROPOSED ACQUISITION

25.54± ACRES

N
W E
S

GRAPHIC SCALE

500 0 250 500

(IN FEET)
1 inch = 500 ft.

AERIAL 2011 LABINS DWN: 9-3-13 BY: KF

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 5, 2014

AGENDA TAB NO. 3

SUBJECT TITLE: **Resolution 2014-03-Variance-Reduced Side Yard & Front Yard Setbacks**
1120 Lake Dora Dr., Tavares, FL

OBJECTIVE:

To consider a variance for reduced side yard and front yard setbacks for 1120 Lake Dora Dr.

SUMMARY:

This is a variance application from Roger Winans for a reduction of the required minimum side yard setback of 12.5 feet and front yard setback of 25 feet on property located at 1120 Lake Dora Drive. The owner of the property desires to build a garage addition onto the front of the single family dwelling on this property with a proposed westerly side yard setback of 11.0 feet, and a northerly front yard setback of 20.2 feet. The lot is a smaller legal non-conforming lot for the RSF-A zoning district, which limits the buildable area of this property

OPTIONS:

1. That City Council moves to approve Resolution 2014-03.
2. That City Council denies the proposed variance application.

PLANNING & ZONING BOARD RECOMMENDATION:

At its February 20th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Resolution 2014-03.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to recommend approval of Resolution 2014-03.

FISCAL IMPACT: N/A.

LEGAL SUFFICIENCY:

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

RESOLUTION 2014-03

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, TABLE 8-3, DEVELOPMENT STANDARDS, MINIMUM SIDE YARD AND FRONT YARD SETBACKS FOR AN RSF-A ZONING FOR PROPERTY LOCATED AT 1120 LAKE DORA DR., TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Roger Winans is the owner of property addressed 1120 Lake Dora Dr. and legally defined as:

> **Lot 2 of Block 6, of Alex St. Clair-Abrams Extension of Tavares in Section 28, Township 19 South, Range 26 East, in the City of Tavares, Florida, according to Sheet No. 7 of the supplemental survey approved by the General Land Office, United States Department of the Interior, on June 5, 1928, Less the West 181.84 feet thereof and LESS the right- of-way of S.R. S-452. All lying and situate in Lake County, Florida.**

and,

WHEREAS, the subject property is zoned Residential Single Family (RSF-A) and,

WHEREAS, the minimum side yard setback for a single-family dwelling in an RSF-A zoning district is twelve and a half (12.5) feet; and,

WHEREAS, the minimum front yard setback for a single-family dwelling in an RSF-A zoning district is twenty five (25) feet; and,

WHEREAS, the property owner desires to build a garage addition onto the front of the single family residence on said property with a proposed side yard setback of 11.0 feet from the West property line and proposed front yard setback of 20.2 feet; and,

WHEREAS, the lot is a legal non-conforming lot for the RSF-A zoning district which limits the buildable area of this property; and

WHEREAS, the City Council finds the requested variance to be in harmony with existing site conditions and will not be detrimental to the surrounding neighborhood; therefore,

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

The applicant is hereby granted a variance to allow for the following specified development standards:

1. The required side yard setback from the West lot line of this property to the proposed garage addition is reduced to 11.0 feet.
2. The required front yard setback from the North lot line of this property to the

proposed garage addition is reduced to 20.2 feet.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this ____day of _____ 2014 by the Tavares City Council.

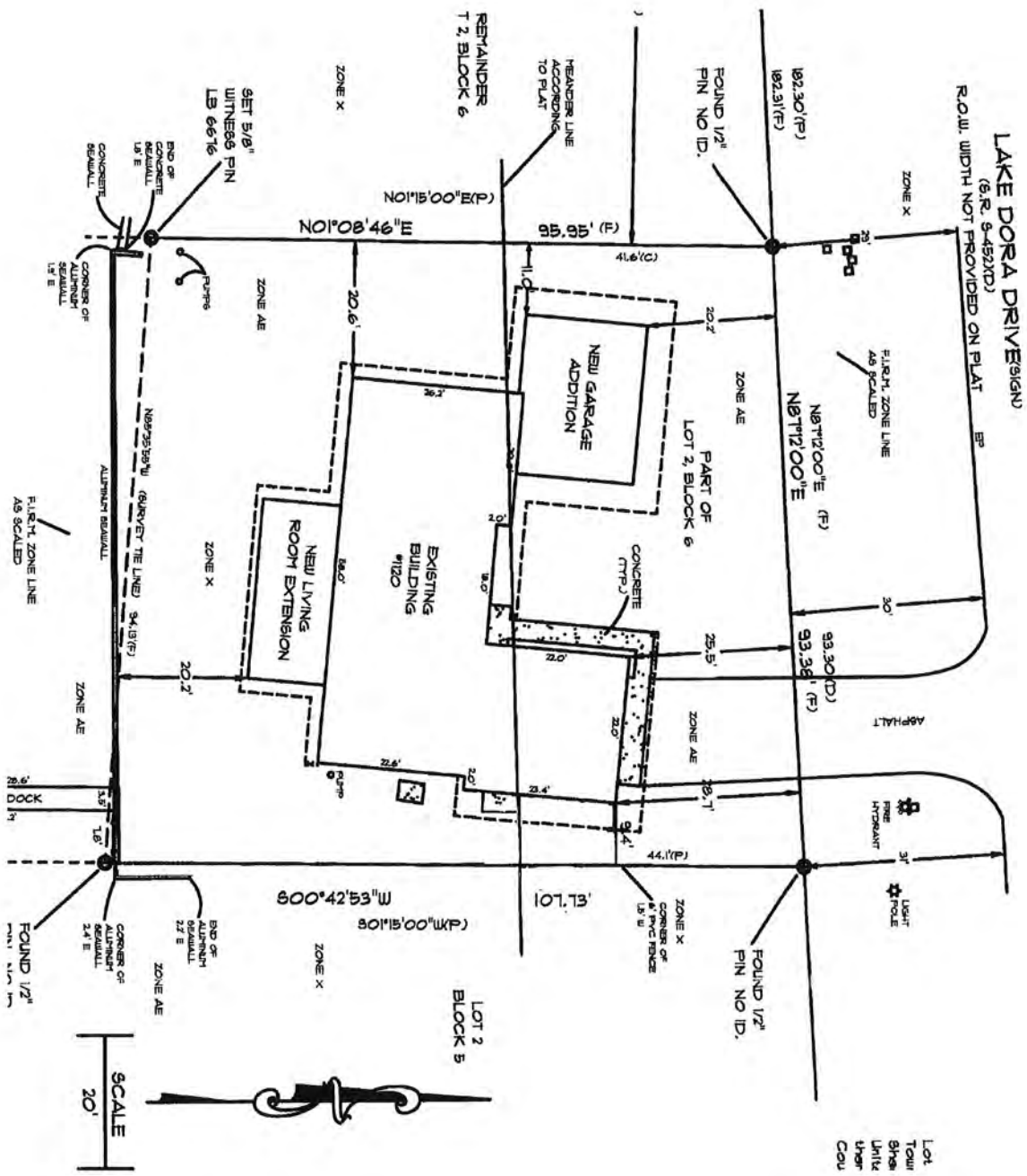
_____
Robert Wolfe, Mayor
Tavares City Council

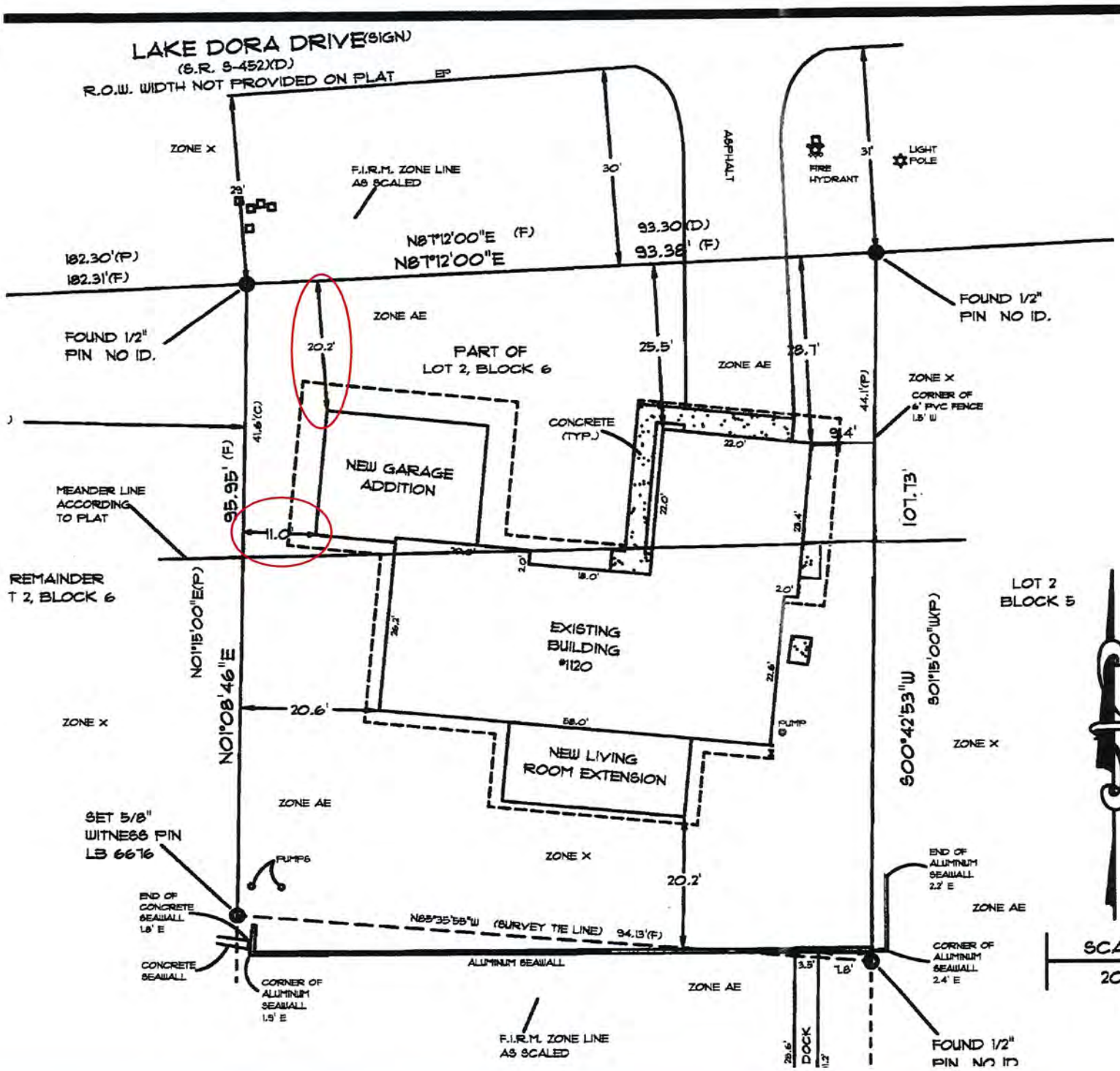
ATTEST

_____
Nancy A. Barnett, City Clerk

Approved as to form and legality:

_____
Robert Q. Williams, City Attorney


LAKE DORA DRIVE(SIGN)
(S.R. S-452)(D)
R.O.W. WIDTH NOT PROVIDED ON PLAT
182.30'(P)
182.31'(F)
FOUND 1/2" PIN NO ID.
MEANDER LINE ACCORDING TO PLAT
REMAINDER T 2, BLOCK 6
SET 5/8" WITNESS PIN LB 6676
N01°15'00"E(P)
N01°08'46"E
95.95' (F)
41.6'(C)
ZONE X
ZONE AE
NEW GARAGE ADDITION
PART OF LOT 2, BLOCK 6
N87°12'00"E (F)
N87°12'00"E
F.I.R.M. ZONE LINE AS SCALED
EXISTING BUILDING #1120
NEW LIVING ROOM EXTENSION
CONCRETE (TYP.)
93.30(D)
93.38' (F)
ASPHALT
FIRE HYDRANT
LIGHT POLE
S00°42'53"W
S01°15'00"W(P)
107.73'
44.1'(P)
LOT 2 BLOCK 5
SCALE 20'



A

Lot 2, Block 6, of
Township 19 South
Sheet No. 7 of th
United State Dep
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County, Florida.

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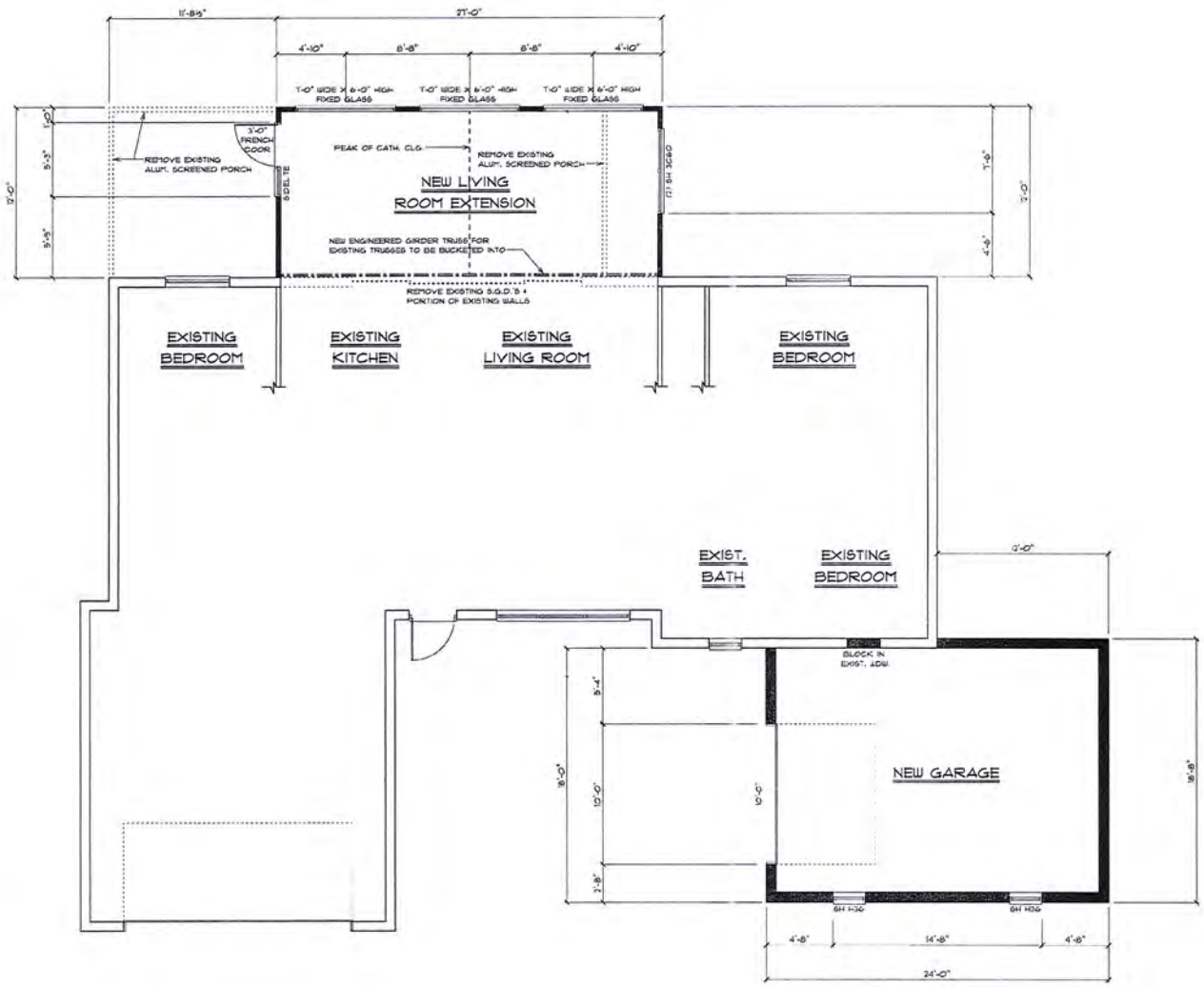


FLOOR PLAN

SCALE: 1/4" = 1'-0"

- WIND SPEED: V_{ult}= 140 MPH, V_{asd}= 108 MPH
- RISK CATEGORY II
- EXPOSURE CATEGORY C
- FULLY ENCLOSED
- TOPOGRAPHIC FACTOR = 1.0
- WIND DIR. FACTOR K_d = 0.85
- GUST EFFECT, G = 0.85
- DESIGN PRESSURES FOR COMPONENTS AND CLADDING = (+/-) 47.2 PSF (WORST CASE)
- GARAGE DOOR DESIGN PRESSURES: +22.8 PSF, -25.8 PSF

THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH SECTION R301.1 OF THE 2010 RESIDENTIAL FLORIDA BUILDING CODE FOR 140 MPH OR LESS WIND SPEED. WIND LOADING CRITERIA IS GOVERNED BY ASCE 7-10

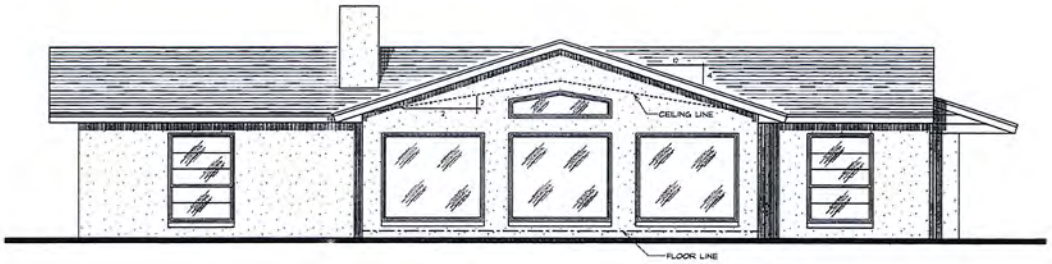
J.O.B.:

DATE:

REVISED:

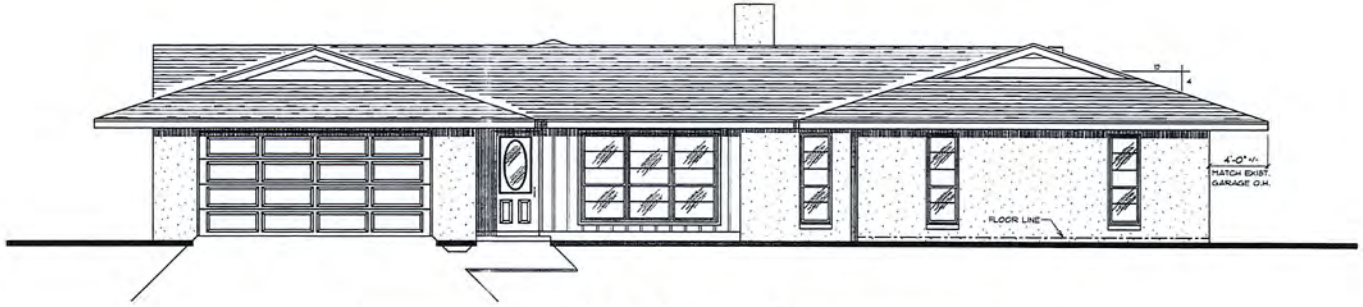
SHEET #

OF



REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

JOB:

- WIND SPEED: Vult= 140 MPH, Vasd= 108 MPH
- RISK CATEGORY II
- EXPOSURE CATEGORY C
- "FULLY" ENCLOSED
- TOPOGRAPHIC FACTOR = 1.0
- WIND DIR. FACTOR Kd = 0.85
- GUST EFFECT, G = 0.85
- DESIGN PRESSURES FOR COMPONENTS AND CLADDING = (+/-) 47.3 PSF (WORST CASE)
- GARAGE DOOR DESIGN PRESSURES: -22.8 PSF, -25.8 PSF

THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH SECTION R301.1 OF THE 2010 RESIDENTIAL FLORIDA BUILDING CODE FOR 140 MPH OR LESS WIND SPEED. WIND LOADING CRITERIA IS GOVERNED BY ASCE 7-10

DATE:

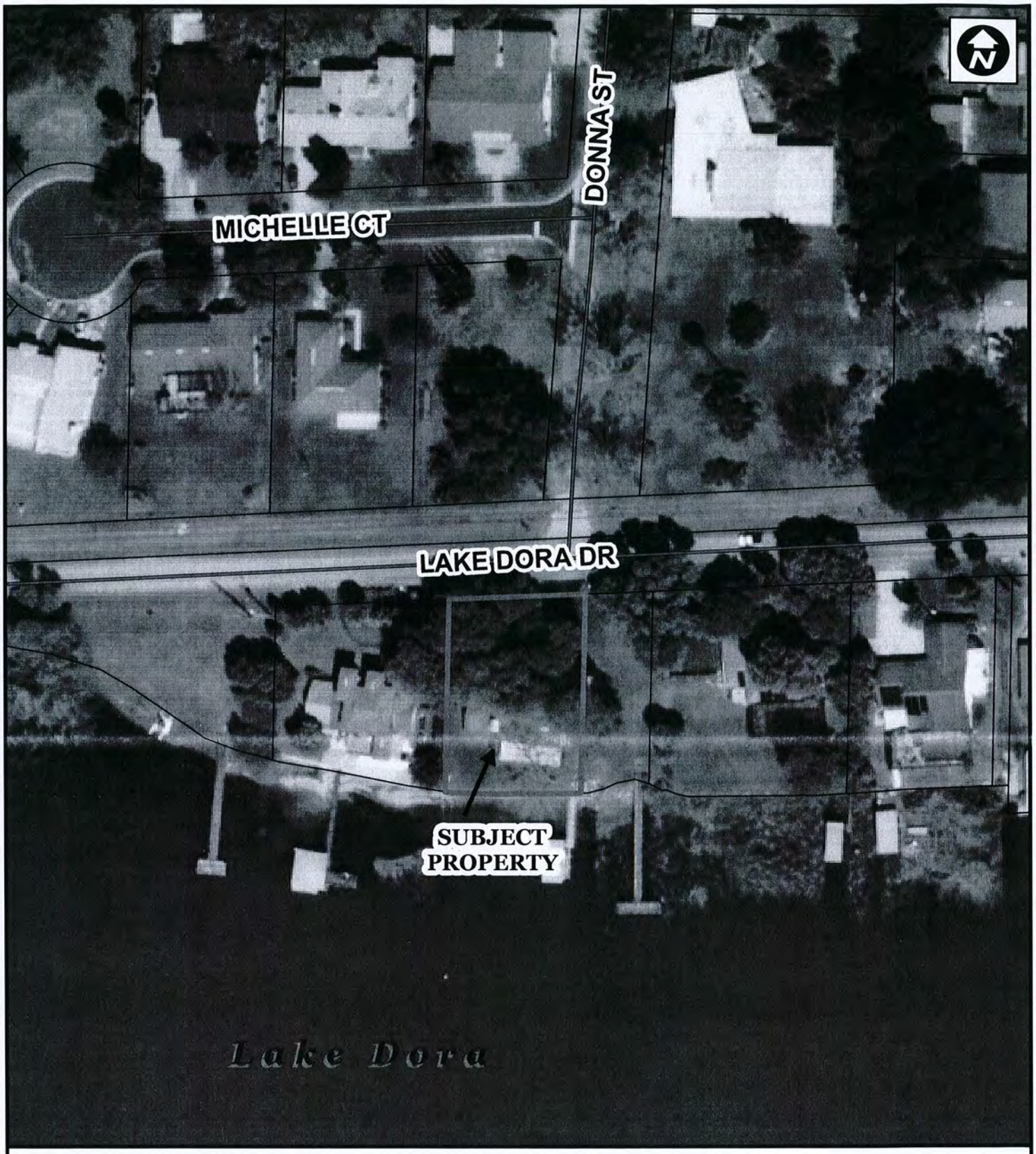
REVISED:

SHEET

#

OF

CITY OF TAVARES



PROPERTY LOCATION MAP
1120 Lake Dora Dr.

TAVARES
America's Seaplane City

50 25 0 50
Feet

Created By: City of Tavares GIS

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Map Created on 1/24/14

CITY OF TAVARES RESOLUTION # 2014-03

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

TAVARES

ZONING MAP

RESOLUTION # 2014-03

1120 Lake Dora Dr.

Current Zoning: RSF-A

0.22 ± Acres

Legend

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

DRAFTED BY: CITY OF TAVARES GIS T:\pzd\DATA\PROJECT FILES\Winans Property; Variance - PZ2013-27\GIS\GIS_Maps\WINANS_ZONE_PT.mxd MAP CREATED ON 1/24/14

Resolution 2014-03

CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
February 20, 2014

BOARD MEMBERS PRESENT

John Adams, Chairman - Absent
Gary Santoro, Vice Chairman
Morris Osborn
Howard Haynes
Richard Root
Norb Thomas

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember - Absent
Dawn McDonald, Senior Planner - Absent

STAFF MEMBERS PRESENT

Jacques Skutt, Community Development Director
Mike Fitzgerald, Development Coordinator
Alisha Maraviglia, Senior Planner

CALL TO ORDER

Vice Chairman, Gary Santoro, called the meeting to order at 3:00 p.m. and the Pledge of Allegiance was recited.

APPROVAL OF MINUTES OF December 19, 2013

The minutes were approved as read.

OLD BUSINESS

None.

SWEARING IN OF THOSE GIVING TESTIMONY

Attorney Robert Williams, gave the oath to staff and audience.

CASES TO BE HEARD

1) Winans Property - Variance

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

This is a variance application from Roger Winans for a reduction of the required minimum side yard setback of 12.5 feet and front yard setback of 25 feet on property located at 1120 Lake Dora Drive. The owner of the property desires to build a garage addition onto the front of the

single family dwelling on this property with a proposed westerly side yard setback of 11.0 feet, and a northerly front yard setback of 20.2 feet. The lot is a smaller legal non-conforming lot for the RSF-A zoning district, which limits the buildable area of this property.

Mr. Roger Winans, owner of the property located at 1120 Lake Dora, introduced himself to the board.

There was a question about comments or concerns from neighbors. As there were none, the board held a vote.

MOTION

Richard Root moved to recommend approval of Ordinance 2014-03. The motion was seconded by Howard Haynes. The motion carried 5-0.

2) Shearer Property - Variance

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

This is a variance application from Philip Shearer for a reduction of the required minimum side yard setback of 10 feet from the riparian lot line for a proposed covered boat slip extending into Lake Dora. This parcel of property consists of two tracts of land. One is located on the north side of Lake Dora Drive and one is located on the south side. A single family dwelling is situated on the north tract. The south tract, which is only 25.6 feet wide, provides access to Lake Dora. The owner of the property desires to build a new 1031 square foot covered boat slip with an attached 165 square foot open deck. The required side yard from the riparian lot line that extends into the water for a private boathouse is the same side yard as that required for the principal structure. That distance is 10 feet for an RSF-1 zoning. The width of the lake tract does not provide sufficient distance for this setback. The applicant is proposing to construct up to the riparian lot line with no setback.

Except for this small tract of land, lakefront lots along Lake Dora Drive are of normal width and sufficient in size to accommodate homes and boat slips and meet required setbacks. This tract of land appears to have been created solely to provide lake access to the house located across the street at 111 Medina. The proposed covered boat slip is similar in size to many other boat slips along this shoreline. The applicant has received DEP approval of the construction plans for this structure. Without a variance, the owner would not be able to build a boathouse of any reasonable size. Since this parcel appears to be platted specifically for this purpose, since DEP has approved this specific plan and since the proposed boat slip is in character and similar in size to numerous other boathouses along this shoreline; staff is recommending approval of this variance.

Board Member Osborn requesed himself from voting on the item and received advice from Attorney Bob Williams as to completing the appropriate documents through the City Clerks office on the matter.

Mr. Philip Shearer, owner of the property located at 111Medina Street, introduced himself to the board. He communicated that his neighbors supported him. One of his neighbors, Mr. Blancher, said he did not have any issues with the proposal.

Orlando Sentinel

Publication Date: 02/10/2014

Ad Number: 2137242-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W

Client Name: / PO# Mike Fitzgerald
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E003/LAK
Description: Variance Res. 2014-03

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

BOAS

Continued from Page E1

His counterpart, Bernie, was a shorthaired middle-aged woman who, despite a slightly acerbic disposition, loved our children unconditionally. She was especially fond of my oldest son, Timothy, who shared her birthday. She and my then-5-year-old son could sit for hours playing the card game Concentration (Timmy was a whiz at that game) and still be up for another round the next day.

As a young wife, I often watched my older neighbors with an eye toward gleaning as much knowledge as I could from their relationship. I noticed how much Shelly and Bernie seemed to enjoy each other's company, how often they smiled at one another and shared private jokes. Although most couples seemed to grow apart as the years went by, Shelly and Bernie grew closer. Whenever Shelly wasn't at work, he and Bernie were together. Whether it was taking a trip in one of the many RVs Shelly remodeled in the driveway, volunteering at Give Kids The World, going for a bike ride around the community or simply driving into town for groceries, they were two people who acted as one.

We lived across the street from the Watermans for five years before relocating to Lake County. For several years after we moved, we stayed in touch, even visiting each other occasionally. Eventually, however, distance combined with the busyness of raising a young family got in the way. We drifted apart.

Then one day, out of the blue, Shelly called to say Bernie had passed away.

In our culture, we commonly define Valentine's Day as a day to remember loved ones. Usually that means paying tribute to a family member like a husband or wife. For me, however, an important part of every Valentine's Day is time spent reflecting upon a couple whose Feb. 14 anniversary epitomized romance, love and togetherness.

I'm sad Bernie is no longer with us, and I'm sad that Shelly — now 80 and living in Southwest Florida — isn't nearby anymore. But I'm glad this gentle, loving couple were once a part of my life. Without any deliberate teaching on their part, my neighbors taught me well. Sometimes Valentine's Day isn't just about celebrating those nearest and dearest to us. It's also about remembering the unintentional gifts of others.

Sherry Boas can be reached at simplyliving@beautifulbamboo.com. Her columns can be found online at OrlandoSentinel.com/lake.

RETIRE

Continued from Page E2

ancing to ensure that you stick to your game plan.

6. Determine whether you should manage your money or hire someone to do it. The National Association of Personal Financial Advisors and the Financial Planning Association have good search tools to help identify the right adviser for your needs.

7. Calculate your retirement number. The Employee Benefit Research Institute's "Choose to Save Ballpark EStimate" tool is easy to use.

8. Assess your property insurance. The three biggest mistakes people make with homeowners insurance are: 1) under-insuring; 2) shopping by price only and not comparing apples to apples; and 3) not reading policy details before a loss occurs.

9. Review life, disability and long-term care insurance coverage. For life insurance, make sure you have enough with lifehappens.org. For disability insurance, enroll in your company's plan, if offered. If you are self-employed, buy at least some coverage. If you're over 50, time to shop around for long-term care insurance.

10. Manage your credit and protect your identity. An easy step is to review your credit report at annualcreditreport.com and be sure to check your credit card bills and flag any unusual names.

11. Prepare for tax season. For now, pull last year's return and create a file for all incoming tax data.

12. Review your Social Security options. AARP has a free calculator and there are a several paid calculators including MaximizeMySocialSecurity.com.

13. Create/review/update estate documents: Hire a lawyer to prepare a will, power of attorney, health care proxy/living will documents and trust. Estate records and final instructions also should be stored in a safe place.

Exceptions
Blinds & Shutters
Exceptional Quality And Personal Service
• Faux Wood • Verticals
• Shutters • Woven Wood
• Roller Shades • Arched Windows
• Cellular Shades • In-Home Service
We Do Repairs
COUPON REQUIRED
PREMIUM SHUTTERS
$16.95/sq. ft.
NO MINIMUM REQUIRED
Before tax. May not be combined with any other offer. Some restrictions apply. Most present coupons at time of estimate. Exp 2/28/14
COUPON REQUIRED
$50 OFF
purchase of $450 or more
Some restrictions apply. May not be combined with any other offer. Most present coupons at time of estimate. Exp 2/28/14
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RealLiving Good Neighbor Realty
RealLivingGoodNeighbor.com
Winter Park Office
1977 Dundee Drive
Winter Park, FL 32792
Mount Dora Office
100 W. Fifth Ave
Mount Dora, FL 32757
Altamonte Springs Office
990 N. State Road 434 #1132
Altamonte Springs, FL 32714
352-350-5901
Real Estate Professionals Delivering Real Solutions to Real Estate

Almost 5 ACRES ON LAKE UMATILLA! This property includes 2 other parcels, the whole property includes 50 ft off Rose St to go into this property. Already into 2 parcels for 2 Homes. Build your dream home here or build 2 homes. Property is all high and dry. $169,000. MLS# G4699421.

LAKE JOANNA LAKEFRONT - This 3.75 acre building lot provides direct lakefront on Lake Joanna, one of Lake County's premier lakes. The property is located in one of the most desirable areas and neighborhoods of Lake County. Surrounded by Estate homes and wide open spaces. This location invites a wonderful lifestyle of boating, swimming and skiing on one of Florida's cleanest, spring fed lakes. $199,000. MLS# G4699552.

This 2.5 acre building lot provides direct lakefront on Lake Joanna, one of Lake County's premier lakes. The property is located in one of the most desirable areas and neighborhoods of Lake County. Surrounded by Estate homes and wide open spaces. This location invites an awesome lifestyle of boating, swimming and skiing on one of Florida's cleanest, spring fed lakes. $350,000. MLS# G4681348.

Great Location for a Church, Recreation Area or Park, Sharing Sheppards Lake w/ Camp Wewa. Currently being used as a Nursery, all structures are offered ASIS and not Warranted. One metal building does not convey. A residence is on the property offered ASIS. About 10 acres dry and 10 acres Lake. $1,300,000. MLS# G4700179.

LAKEFRONT ON LAKE EUSTIS AND CHAIN OF LAKES! Almost an acre, this beautiful property boasts 122 feet of lake frontage. Conveniently located in a serene setting offering 400 feet of depth for privacy. Build your dream home and boat dock and enjoy sunset views or boating to nearby waterfront restaurants. Easy boating to the Dora Canal to spend your afternoons on the Harris Chain of Lakes. $250,000. MLS# G4695576.

Beautiful Lake Louise 2/3 Acre Lot. Corner property, has some mature trees, mostly cleared and ready to build. Seller is willing to hold up to $40,000 note at 7% for up to Five Years. Buyer can also get a construction loan which can include acquisition cost of land. FHA can do this w 3.5% down. $75,000. MLS# G4700640.

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 Resolution 2014-03 titled as follows:

RESOLUTION 2014-03

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, TABLE 8-3, DEVELOPMENT STANDARDS, MINIMUM SIDE YARD AND FRONT YARD SETBACKS FOR AN RSF-A ZONING FOR PROPERTY LOCATED AT 1120 LAKE DORA DR., TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Resolution 2014-03 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on February 20, 2014, at 3 p.m., and
2. Tavares City Council meeting on March 5, 2014, at 4 p.m.

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

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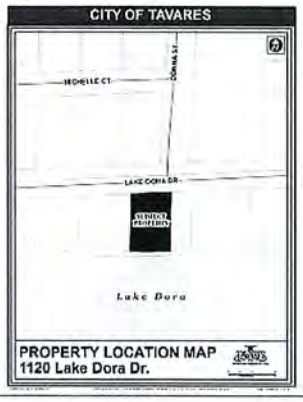
Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.



THE CITY OF TAVARES
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A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS BY REDUCING SIDEYARD SETBACKS FOR A PRIVATE BOATHOUSE FOR PROPERTY LOCATED AT 111 MEDINA STREET; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

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AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 5, 2014

AGENDA TAB NO. 4

SUBJECT TITLE: Resolution 2014-05-Variance-Reduced Side yard Setback for Boathouse- 111 Medina Street

OBJECTIVE:

To consider a variance for a reduced side yard setback for a boathouse located at 111 Medina Street in Lake Dora Estates.

SUMMARY:

This is a variance application from Philip Shearer for a reduction of the required minimum side yard setback of 10 feet from the riparian lot line for a proposed covered boat slip extending into Lake Dora. This parcel of property consists of two tracts of land. One is located on the north side of Lake Dora Drive and one is located on the south side. A single family dwelling is situated on the north tract. The south tract, which is only 25.6 feet wide, provides access to Lake Dora. The owner of the property desires to build a new 1031 square foot covered boat slip with an attached 165 square foot open deck. The required side yard from the riparian lot line that extends into the water for a private boathouse is the same side yard as that required for the principal structure. That distance is 10 feet for an RSF-1 zoning. The width of the lake tract does not provide sufficient distance for this setback. The applicant is proposing to construct up to the riparian lot line with no setback.

Except for this small tract of land, lakefront lots along Lake Dora Drive are of normal width and sufficient in size to accommodate homes and boat slips and meet required setbacks. This tract of land appears to have been created solely to provide lake access to the house located across the street at 111 Medina. The proposed covered boat slip is similar in size to many other boat slips along this shoreline. The applicant has received DEP approval of the construction plans for this structure. Without a variance, the owner would not be able to build a boathouse of any reasonable size. Since this parcel appears to be platted specifically for this purpose, since DEP has approved this specific plan and since the proposed boat slip is in character and similar in size to numerous other boathouses along this shoreline; staff is recommending approval of this variance.

OPTIONS:

1. That City Council moves to approve Resolution 2014-05.
2. That City Council moves to deny the proposed variance application.

PLANNING & ZONING BOARD RECOMMENDATION:

At its February 20th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Resolution 2014-05.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Resolution 2014-05.

FISCAL IMPACT: N/A.

LEGAL SUFFICIENCY:

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

RESOLUTION 2014-05

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS BY REDUCING SIDEYARD SETBACKS FOR A PRIVATE BOATHOUSE FOR PROPERTY LOCATED AT 111 MEDINA STREET; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Philip Shearer is the owner of two tracts of property addressed as 111 Medina Street located on the north and south side of Lake Dora Drive and legally defined as:

Lot 21 and the east 25.65 feet of Lot 26, Lake Dora Estates; and

WHEREAS, the principal structure is located on property zoned Residential Single Family (RSF-1); and

WHEREAS, the minimum side yard setback for a boathouse is the same side yard as that required for the principal structure; and

WHEREAS, the minimum side yard setback for a single-family dwelling in an RSF-1 zoning district is ten (10) feet; and

WHEREAS, the property owner desires to build a 1031 square foot covered boat slip with an attached 165 square foot open deck as shown in Exhibit "A" of this Resolution; and

WHEREAS, the lake tract of property off which the boat slip is proposed is only 25.65 feet wide; and

WHEREAS, the boat slip is proposed to be constructed up to the riparian lot line that extends into the water; and

WHEREAS, the owner has received approval from the Florida Department of Environment Protection for the construction of the proposed boat slip as shown in Exhibit "A"; and

WHEREAS, the City Council finds the requested variance to be in harmony with existing site conditions and will not be detrimental to the surrounding property owners; therefore,

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

The applicant is hereby granted a variance to allow for the following specified development standards:

1. The required side yard setback from the riparian lot line of this property to the proposed boat slip is 0 feet.

2. The proposed boat slip will be constructed in conformity with Exhibit "A" as approved by the Florida Department of Environmental Protection.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this ____day of _____ 2014 by the Tavares City Council.

_____
Robert Wolfe, Mayor
Tavares City Council

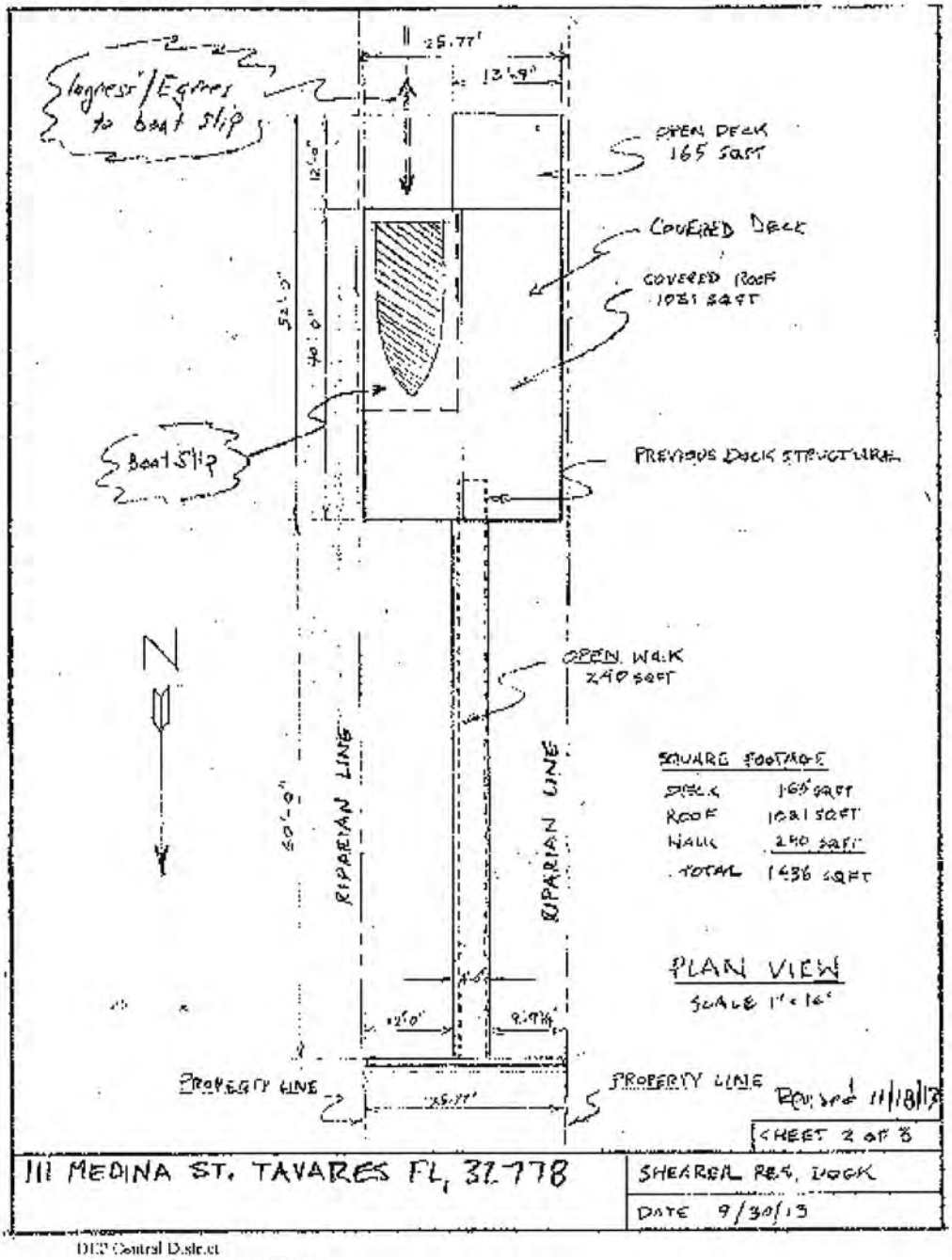
ATTEST

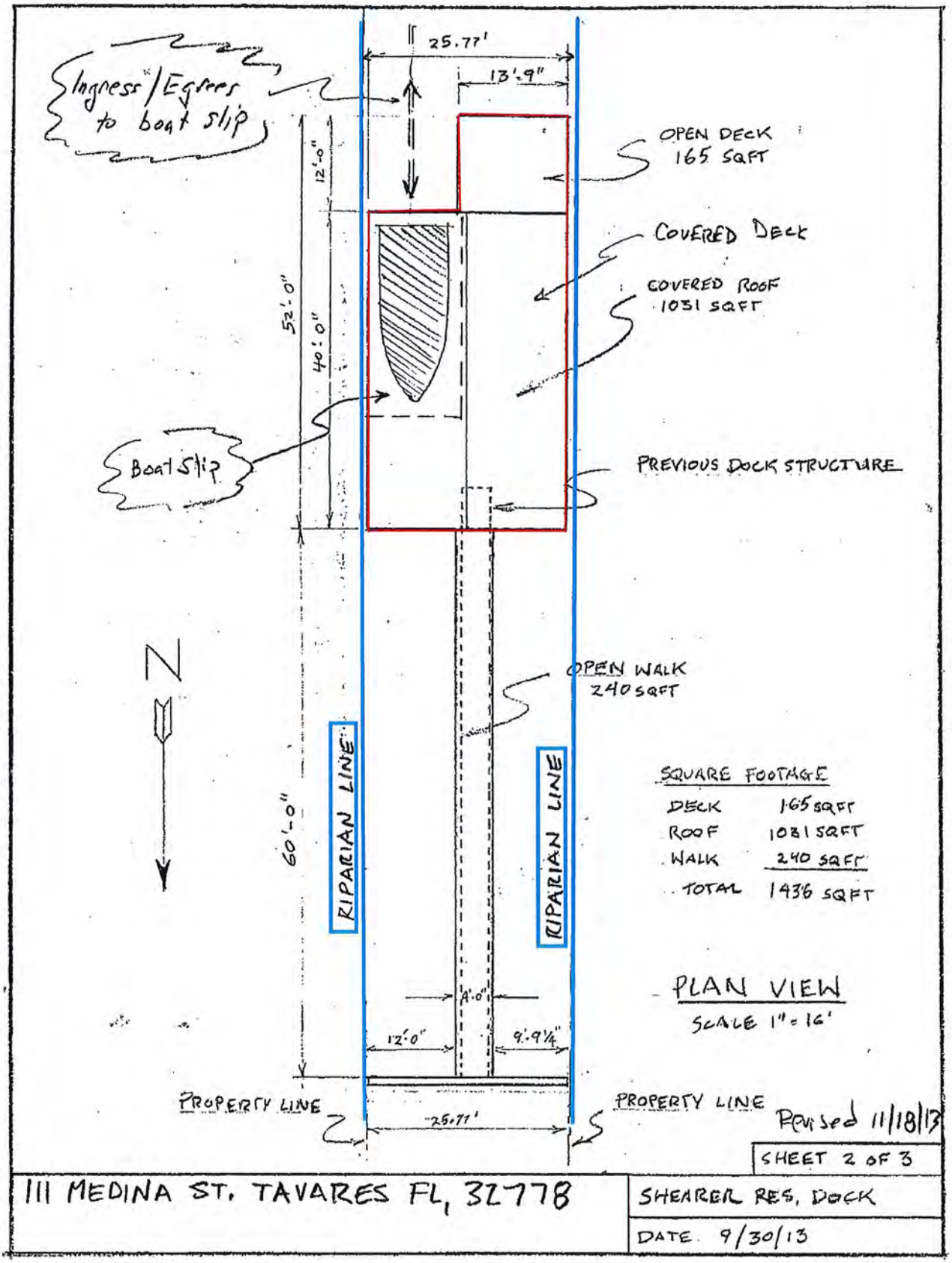
_____
Nancy A. Barnett, City Clerk

Approved as to form and legality:

_____
Robert Q. Williams, City Attorney

EXHIBIT A


Ingress/Egress to boat slip
25.77'
13'-9"
OPEN DECK 165 SQFT
COVERED DECK
COVERED ROOF 1081 SQFT
Boat Slip
PREVIOUS DOCK STRUCTURE
N
OPEN WALK 240 SQFT
RIPARIAN LINE
RIPARIAN LINE
SQUARE FOOTAGE
DECK 165 SQFT
ROOF 1081 SQFT
WALK 240 SQFT
TOTAL 1486 SQFT
PLAN VIEW
SCALE 1" = 16'
PROPERTY LINE
PROPERTY LINE
Revised 11/18/13
SHEET 2 OF 3
111 MEDINA ST. TAVARES FL, 32778
SHEARER RES. DOCK
DATE 9/30/13


25.77'
13'-9"
Ingress/Egress to boat slip
OPEN DECK 165 SQFT
COVERED DECK
COVERED ROOF 1031 SQFT
12'-0"
52'-0"
40'-0"
Boat Slip
PREVIOUS DOCK STRUCTURE
N
OPEN WALK 240 SQFT
RIPARIAN LINE
RIPARIAN LINE
60'-0"
SQUARE FOOTAGE
DECK 165 SQFT
ROOF 1031 SQFT
WALK 240 SQFT
TOTAL 1436 SQFT
PLAN VIEW
SCALE 1" = 16'
4'-0"
12'-0"
9'-9¼"
PROPERTY LINE
PROPERTY LINE
25.77'
Revised 11/18/13
SHEET 2 OF 3
111 MEDINA ST. TAVARES FL, 32778
SHEARER RES. DOCK
DATE 9/30/13

CITY OF TAVARES

PROPERTY LOCATION MAP
111 Medina St. & Lake Front

TAVARES
America's Seaplane City

40 20 0 40
Feet

Created By: City of Tavares GIS

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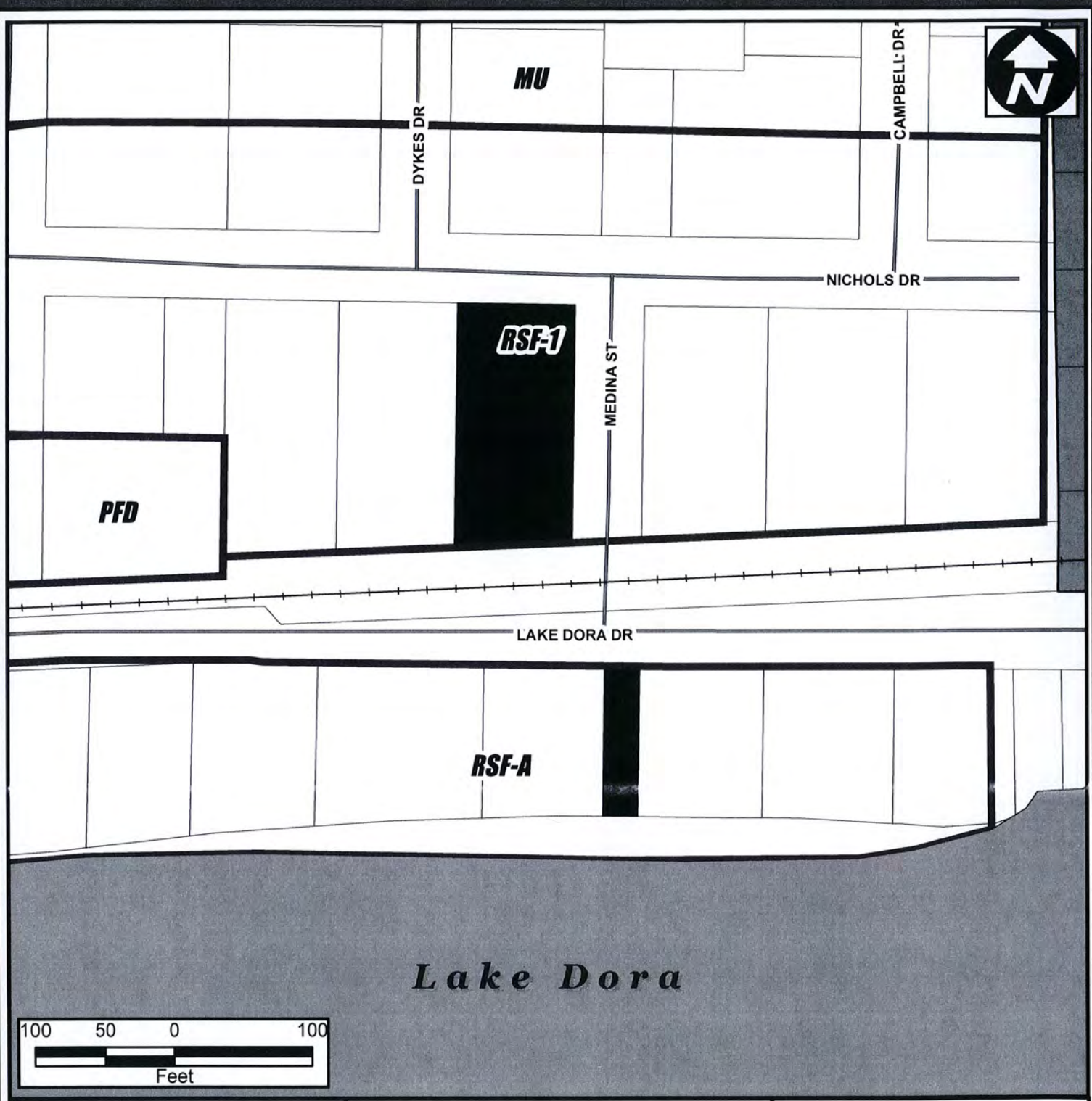
Map Created on 1/31/14

CITY OF TAVARES RESOLUTION # 2014-05



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

TAVARES
America's Seaplane City

ZONING MAP

RESOLUTION # 2014-05

111 MEDINA ST. & LAKE FRONT

Current Zoning: RSF-1 & RSF-A

2675 SQ FT ±

Legend

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

DRAFTED BY: CITY OF TAVARES GIS T:\pzd\DATA\PROJECT FILES\Shearer Property; Variance - PZ2014-02\GIS\GIS_Maps\SHEARER_ZONE_PT.mxd MAP CREATED ON 1/31/14

Resolution 2014-05

single family dwelling on this property with a proposed westerly side yard setback of 11.0 feet, and a northerly front yard setback of 20.2 feet. The lot is a smaller legal non-conforming lot for the RSF-A zoning district, which limits the buildable area of this property.

Mr. Roger Winans, owner of the property located at 1120 Lake Dora, introduced himself to the board.

There was a question about comments or concerns from neighbors. As there were none, the board held a vote.

MOTION

Richard Root moved to recommend approval of Ordinance 2014-03. The motion was seconded by Howard Haynes. The motion carried 5-0.

2) Shearer Property - Variance

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

This is a variance application from Philip Shearer for a reduction of the required minimum side yard setback of 10 feet from the riparian lot line for a proposed covered boat slip extending into Lake Dora. This parcel of property consists of two tracts of land. One is located on the north side of Lake Dora Drive and one is located on the south side. A single family dwelling is situated on the north tract. The south tract, which is only 25.6 feet wide, provides access to Lake Dora. The owner of the property desires to build a new 1031 square foot covered boat slip with an attached 165 square foot open deck. The required side yard from the riparian lot line that extends into the water for a private boathouse is the same side yard as that required for the principal structure. That distance is 10 feet for an RSF-1 zoning. The width of the lake tract does not provide sufficient distance for this setback. The applicant is proposing to construct up to the riparian lot line with no setback.

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Board Member Osborn requesed himself from voting on the item and received advice from Attorney Bob Williams as to completing the appropriate documents through the City Clerks office on the matter.

Mr. Philip Shearer, owner of the property located at 111Medina Street, introduced himself to the board. He communicated that his neighbors supported him. One of his neighbors, Mr. Blancher, said he did not have any issues with the proposal.

MOTION

Howard Haynes moved to recommend approval of Ordinance 2014-05. The motion was seconded by Richard Root. The motion carried 5-0.

There was no further business and the meeting adjourned at approximately 3:30 p.m.

Respectfully submitted,

_____

Alisha Maraviglia
Senior Planner

Orlando Sentinel

Publication Date: 02/10/2014

Ad Number: 2137239-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W

Client Name: / PO# Mike Fitzgerald
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E003/LAK
Description: Variance Res. 2014-05

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

BOAS

Continued from Page E1

His counterpart, Bernie, was a shorthaired middle-aged woman who, despite a slightly acerbic disposition, loved our children unconditionally. She was especially fond of my oldest son, Timothy, who shared her birthday. She and my then-5-year-old son could sit for hours playing the card game Concentration (Timmy was a whiz at that game) and still be up for another round the next day.

As a young wife, I often watched my older neighbors with an eye toward gleaning as much knowledge as I could from their relationship. I noticed how much Shelly and Bernie seemed to enjoy each other's company, how often they smiled at one another and shared private jokes. Although most couples seemed to grow apart as the years went by, Shelly and Bernie grew closer. Whenever Shelly wasn't at work, he and Bernie were together. Whether it was taking a trip in one of the many RVs Shelly remodeled in the driveway, volunteering at Give Kids The World, going for a bike ride around the community or simply driving into town for groceries, they were two people who acted as one.

We lived across the street from the Watermans for five years before relocating to Lake County. For several years after we moved, we stayed in touch, even visiting each other occasionally. Eventually, however, distance combined with the busyness of raising a young family got in the way. We drifted apart.

Then one day, out of the blue, Shelly called to say Bernie had passed away.

In our culture, we commonly define Valentine's Day as a day to remember loved ones. Usually that means paying tribute to a family member like a husband or wife. For me, however, an important part of every Valentine's Day is time spent reflecting upon a couple whose Feb. 14 anniversary epitomized romance, love and togetherness.

I'm sad Bernie is no longer with us, and I'm sad that Shelly — now 80 and living in Southwest Florida — isn't nearby anymore. But I'm glad this gentle, loving couple were once a part of my life. Without any deliberate teaching on their part, my neighbors taught me well. Sometimes Valentine's Day isn't just about celebrating those nearest and dearest to us. It's also about remembering the unintentional gifts of others.

Sherry Boas can be reached at simplyliving@beautifulbamboo.com. Her columns can be found online at OrlandoSentinel.com/lake.

RETIRE

Continued from Page E2

ancing to ensure that you stick to your game plan.

6. Determine whether you should manage your money or hire someone to do it. The National Association of Personal Financial Advisors and the Financial Planning Association have good search tools to help identify the right adviser for your needs.

7. Calculate your retirement number. The Employee Benefit Research Institute's "Choose to Save Ballpark E$timate" tool is easy to use.

8. Assess your property insurance. The three biggest mistakes people make with homeowners insurance are: 1) under-insuring; 2) shopping by price only and not comparing apples to apples; and 3) not reading policy details before a loss occurs.

9. Review life, disability and long-term care insurance coverage. For life insurance, make sure you have enough with lifehappens.org. For disability insurance, enroll in your company's plan, if offered. If you are self-employed, buy at least some coverage. If you're over 50, time to shop around for long-term care insurance.

10. Manage your credit and protect your identity. An easy step is to review your credit report at annualcreditreport.com and be sure to check your credit card bills and flag any unusual names.

11. Prepare for tax season. For now, pull last year's return and create a file for all incoming tax data.

12. Review your Social Security options. AARP has a free calculator and there are a several paid calculators including MaximizeMySocialSecurity.com.

13. Create/review/update estate documents: Hire a lawyer to prepare a will, power of attorney, health care proxy/living will documents and trust. Estate records and final instructions also should be stored in a safe place.

Exceptions
Blinds & Shutters
Exceptional Quality And Personal Service
• Faux Wood • Verticals
• Shutters • Woven Wood
• Roller Shades • Arched Windows
• Cellular Shades • In-Home Service
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PREMIUM SHUTTERS
$16.95/sq. ft.
NO MINIMUM REQUIRED
Retail's tax. May not be combined with any other offer. Some restrictions apply. Must present coupon at time of estimate.
02-28-14
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Almost 5 ACRES ON LAKE UMATILLA! This property includes 2 other parcels, the whole property includes 50 ft off Rose St to go into this property. Already into 2 parcels for 2 Homes. Build your dream home here or build 2 homes. Property is all high and dry. $169,000. MLS# G4699421.

LAKE JOANNA LAKEFRONT - This 3.75 acre building lot provides direct lakefront on Lake Joanna, one of Lake County's premier lakes. The property is located in one of the most desirable areas and neighborhoods of Lake County. Surrounded by Estate homes and wide open spaces. This location invites a wonderful lifestyle of boating, swimming and skiing on one of Florida's cleanest, spring fed lakes. $199,000. MLS# G4699552.

This 2.5 acre building lot provides direct lakefront on Lake Joanna, one of Lake County's premier lakes. The property is located in one of the most desirable areas and neighborhoods of Lake County. Surrounded by Estate homes and wide open spaces. This location invites an awesome lifestyle of boating, swimming and skiing on one of Florida's cleanest, spring fed lakes. $350,000. MLS# G4681348.

Great Location for a Church, Recreation Area or Park. Sharing Sheppards Lake w/ Camp Wewa. Currently being used as a Nursery, all structures are offered ASIS and not Warranted. One metal building does not convey. A residence is on the property offered ASIS. About 10 acres dry and 10 acres Lake. $1,300,000. MLS# G4700179.

LAKEFRONT ON LAKE EUSTIS AND CHAIN OF LAKES! Almost an acre, this beautiful property boasts 122 feet of lake frontage. Conveniently located in a serene setting offering 400 feet of depth for privacy. Build your dream home and boat dock and enjoy sunset views or boating to nearby waterfront restaurants. Easy boating to the Dora Canal to spend your afternoons on the Harris Chain of Lakes. $250,000. MLS# G4695576.

Beautiful Lake Louise 2/3 Acre Lot. Corner property, has some mature trees, mostly cleared and ready to build. Seller is willing to hold up to $40,000 note at 7% for up to Five Years. Buyer can also get a construction loan which can include acquisition cost of land. FHA can do this w 3.5% down. $75,000. MLS# G4700640.

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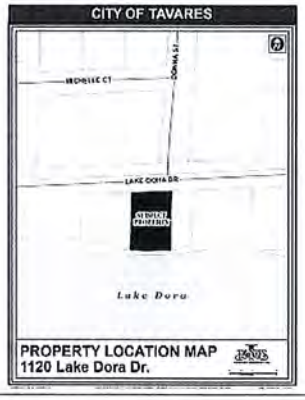

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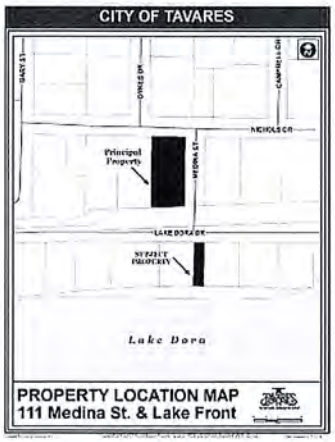

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 5, 2013

AGENDA TAB NO. 5

SUBJECT TITLE: Request Council Approval for Resolution No. 2014-06 Establishing Policy Guidelines for Community Theatre Donations

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OBJECTIVE: To Adopt Resolution No. 2014-06

SUMMARY:

On December 18, 2013, Vice Mayor Lori Pfister requested that the City Council establish a restricted fund for receipt of donations towards the creation of a Tavares Small Community Theater Program and to authorize the solicitation of donations for same.

The City Council authorized Vice Mayor Lori Pfister to initiate a Community Theater Program. The City Council also authorized staff to establish a Restricted Fund for "Community Theater Donations", and authorized the solicitation for donations.

The attached Resolution, 2014-06, establishes a Community Theater Special Revenue Fund and sets forth donation conditions that will be used in collecting, expending, reporting, and acknowledging all donations received for this initiative.

The City has received one donation thus far for the project. The donor has asked that the City Council consider including a performing arts and cultural center component as part of the Community Theater Project and thus requests that the City Council provide an opportunity for discussion for inclusion of a performing arts and cultural center component to the project and thus amend the attached Resolution to reflect this inclusion.

OPTIONS:

1. Amend Resolution No. 2014-06 to include a Performing Arts and Cultural Center component as part of the Community Theater Project and Approve Resolution 2014-06 as amended.

2. Approve Resolution No. 2014-06 as presented.

STAFF RECOMMENDATION:

Move to Approve Option 1. To Amend Resolution No. 2014-06 to include a Performing Arts and Cultural Center component as part of the Community Theater Project and Approve Resolution 2014-06 as amended.

FISCAL IMPACT: N/A

Funding Source: Donations

LEGAL SUFFICIENCY: Legally Sufficient

RESOLUTION NO. 2013 – 06

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, ESTABLISHING A SPECIAL REVENUE FUND FOR A COMMUNITY THEATER PROJECT INITIATIVE AND ESTABLISHING DONATION CONDITIONS FOR DONATIONS RECEIVED

WHEREAS, on December 18, 2013 the City of Tavares City Council authorized a donation drive to fund all aspects of a Community Theater initiative (the Project),

WHEREAS, the donations are intended to be used to fund the Project,

WHEREAS, Project costs to be funded from collected donations will include but not be limited to: planning costs, land acquisition and purchase costs, marketing, advertising and promotional costs, legal fees, architectural and engineering fees (all phases), construction costs, and all ancillary costs necessary to commence or complete the Community Theater Project,

WHEREAS, on December 18, 2013 the City of Tavares City Council authorized the establishment of a Special Revenue Fund to Account for all donations received for the Community Theater Project,

WHEREAS, the City of Tavares City Council recognizes that the Project may require several years to complete,

WHEREAS, the City Council recognizes that the Project will be considered "commenced" once appropriations are established from collected donations,

WHEREAS, the City Council of the City of Tavares hereby establishes conditions of donations from individuals and businesses donating to the project,

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The Tavares City Council hereby authorizes a Special Revenue Fund to account for all donations received for the Community Theater Project, entitled "Community Theater".

Section 2. The City of Tavares Hereby establishes the following conditions for all donations received for the project,

a) The City of Tavares shall deposit and account for of all donations for the project in the "Community Theater" Special Revenue Fund,
b) A copy of this Resolution shall be made available to all prospective donors.
c) All donations less than or equal to $5,000 shall be deposited into the Community Theater Special Revenue Fund, and the donations shall be considered unrestricted donations, and may be used for any lawful purpose associated with the Community Theater,

d) All donations greater than $5,000 shall be deposited into the Community Theater Special Revenue Fund, and shall be considered restricted for a period of five years, but only upon entering into a letter of agreement with the City of Tavares for use of the donation.

e) The City Administrator shall promptly provide each donor an acknowledgement (Thank You) letter stating the amount donated to the Community Theater Project and the date the donation was received with reference to any agreement for restriction with an attached copy of this Resolution.

f) The City Administrator shall provide a report to the City Council detailing donations and expenditures to date on an annual basis.

g) Should the Community Theater Project remain uncompleted after five (5) years from date of this Resolution, the City Administrator shall provide a report to the City Council identifying total contributions received for the project, total project expenditures to date, and the balance in the Community Theater Special Revenue Fund, and the City Council shall have the authority to use any remaining funds for any lawful purpose of the City.

h) Any person having made a donation to the project may request a refund of their donation ONLY if a request for refund is received prior to the commencement of the project, and the City Administrator shall promptly remit any requested refund; a letter confirming the refund of the donation will be provided.

i) Should any section of this Resolution be in conflict with the City of Tavares Donation Policy, memorandums noted on checks received, or letters attached to donations, this Resolution shall prevail.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this 5th day of March 2014, by the Tavares City Council.

_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST:

_____
Nancy Barnett, City Clerk

_____
Approved as to form and legality:
City Attorney

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 5, 2014

AGENDA TAB NO. 6

SUBJECT TITLE: Resolution #2014-08 – Joint Participation Agreement with FDOT for Design of Sidewalk on SR 19

OBJECTIVE:

To approve a resolution to authorize the City Administrator to sign a Joint Participation Agreement with FDOT that will provide 100% funding for design services for a sidewalk on the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff. The funding is in the amount of $30,200.00.

SUMMARY:

The Public Works Department applied for funding from FDOT for design and construction of a sidewalk along the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff. FDOT has recently notified the city of its intent to execute a Joint Participation Agreement for design of the project. FDOT has requested a resolution designating the signing authority for the agreement. It is anticipated that once the design is completed and the engineer provides an estimate of cost for construction, FDOT will probably award a construction grant to the city in the future.

FDOT has approved the city's request to utilize Griffey Engineering who is under the Continuing Engineering contract that the city maintains.

OPTIONS:

1) Move to approve Resolution #2014-08 authorizing the City Administrator to execute a Joint Participation Agreement with FDOT for design services of the sidewalk on SR 19 between Slim Haywood Avenue and Lane Park Road and authorize the Finance Director to establish a budget amendment for the new project with associated expenses and off-setting grant revenue.
2) Do not approve the resolution

STAFF RECOMMENDATION:

Move to approve Resolution #2014-08 authorizing the City Administrator to execute the Joint Participation Agreement with FDOT and the contract with Griffey Engineering in the amount of $30,200.00 for design services of the sidewalk and authorize a budget amendment reflecting this project, costs and associated grant revenue.

FISCAL IMPACT:

$30,200 from FDOT to cover the design of this sidewalk with no matching requirement.

LEGAL SUFFICIENCY: Legally sufficient

RESOLUTION 2014 - 08

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AUTHORING THE CITY ADMINISTRATOR TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION THE JOINT PARTICIPATION AGREEMENT FOR PROJECT 435674-1-38 RELATED TO THE DESIGN OF A SIDEWALK ON STATE ROAD 19.

WHEREAS, the State of Florida Department of Transportation and the City of Tavares desire to facilitate the design of a sidewalk along the west side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road;

WHEREAS, the State of Florida Department of Transportation has requested the City of Tavares to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN ***435674-1-38-01*** .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tavares that John H. Drury, City Administrator is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN ***435674-1-38-01.***

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this 5th day of March, 2014.

_____
Robert Wolfe, Mayor

ATTEST:

_____
Nancy A. Barnett, City Clerk
Date:_____

APPROVED AS TO FORM:

_____
Robert Q. Williams, City Attorney
Date:_____

Financial Management No.: 435674-1-38-01 Agency: City of Tavares Contract No:	Fund: DDR Function: 215 Contract Amount: $30,200.00	FLAIR Approp: 088849 FLAIR Obj.: 131521 Org. Code: 55053010541 Vendor No.: F 596000438-009

JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF TAVARES

This Agreement, made and entered into this _____ day of _____, 2014, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the CITY OF TAVARES, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____, dated the ____ day of_____, 2014, a copy of which is attached hereto as Exhibit "F" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Design of a Sidewalk along the West Side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road", in Fiscal Year 2013/2014, said Project being known as FM # 435674-1-38-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by _____ _____ in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the design services for the Project which consists of: design and plan preparation for sidewalk improvements including construction plans, quantity estimates, topographical survey, and utility coordination for the future construction of a Sidewalk along the West Side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete design of the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake design of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The LOCAL GOVERNMENT shall hire a qualified consultant using the LOCAL GOVERNMENT'S normal bid procedures to perform the work for the Project.

D. Prior to commencing the design described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Design Project Manager, David Cooke, at (386) 943-5224, or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement. All design plans will be prepared suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design

plans shall be provided to the DEPARTMENT'S Design Project Manager, at the address listed on Page 13. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans; however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT. All corrected plans shall be submitted to the DEPARTMENT for final approval in a timely manner.

E. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

F. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being designed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

G. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion, Notice of Completion, Exhibit "D".

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **$30,200.00 (Thirty Thousand Two Hundred Dollars and No/100)**. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **$30,200.00 (Thirty Thousand Two Hundred Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and

accepted in writing by the Department's Project Manager or designee prior to reimbursements.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2. B. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. G. was met.

iii) The LOCAL GOVERNMENT may receive progress payments for actual costs of deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final design cost documentation and proper submission of a detailed invoice and when the Project has been approved and accepted to the satisfaction of the DEPARTMENT in writing.

iv) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain all or a portion of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

D. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar ($1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within

the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

F. In the event this Agreement is in excess of $25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

G. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

H. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, Exhibit "E" to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions in OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, Exhibit "E" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the

required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be

severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Holly Lopenski
Contract Specialist/Audit Analyst
MS 4-520
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5520
holly.lopenski@dot.state.fl.us

Ed Kestory
District Production Support Engineer
MS 4-520
719 S. Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5415
ed.kestory@dot.state.fl.us

LOCAL GOVERNMENT

Chris Thompson
Public Works Director
201 East Main Street
Tavares, Florida 32778
PH: 352-742-6221
CThompson@Tavares.org

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2014, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2014.

CITY OF TAVARES

By: _____

Name: _____

Title: _____

As approved by the City Council on:

_____

Attest:

_____

Legal Review:

_____
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Frank J. O'Dea, P.E.

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____

Financial Provisions Approval by
the Office of the Comptroller on:

_____

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

_____

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 435674-1-38-01

DESCRIPTION

The purpose of this project is to prepare engineered plans for the construction of a sidewalk along the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road.

OBJECTIVES

The Consultant shall prepare complete sidewalk improvement plans for the project described above, together with any or all special provisions for all phases of construction within the project limits. The plans shall include, but not be limited to, construction plans, quantity estimates and incidental items.

SCOPE

Survey
Topographical Survey will be needed for this project. Field survey at these locations will be needed to ensure compliance with federal ADA standards. Subsurface utility locating is not anticipated for this project.

Right-of-way

The project right-of-way shall be based upon historic FDOT right-of-way maps. These will be incorporated into the construction plans and fit with the topographic data and field survey. Establishment of the right-of-way line by survey and/or sectional control surveying is not anticipated.

Geotechnical

Geotechnical investigation is not anticipated for this project.

Structural Design

Structural design services are not anticipated for this project.

Drainage and Permitting

Drainage Design and Permitting Services are not anticipated for this project.
Utility Coordination

Utility coordination will be provided during the design phase of the project. The 30% and 90% plans will be submitted to utility companies within the project area, including all City utility

departments. Utility impacts and plan adjustments will be coordinated throughout the project design.

Design Criteria

All design activity and plans shall be prepared in accordance with the latest FDOT design standards, design manuals, and the desires of the City as made known to the Consultant. The governing criteria will be that contained in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (a.k.a. the Florida Greenbook) with deference to City and FDOT standards and specifications.

Constructions Plans

Construction plans for this project shall include:

1. A separate Key Sheet with location map.
2. A Typical Section Sheet.
3. A General Notes Sheet.
4. Plan Sheet scale shall be 1" = 50' on an 11" x 17" sheet size.
5. A Miscellaneous Details sheet.

Pavement Marking Plans

Associated pavement marking plans will be incorporated into the plan sheets.

Pedestrian Signal Crossing

Plans for the pedestrian crossing feature at the signalized intersection of SR 19 and Lane Park Road/Lane Park Cutoff Road will be included in the plan sheets.

Cost Estimate

A detailed engineer's cost estimate will be provided. It will be based upon a detailed material quantity take-off from the plans and the latest FDOT unit costs.

Bid Package

Assistance will be provided by the Consultant to the City of Tavares in their preparation of the bid package.

PLANS PREPARATION, QUALITY CONTROL AND MISCELLANEOUS TASKS

Plans Preparation

Each set of plans shall be prepared in accordance with FDOT standards, policies and procedures, memoranda, and directions from the City's representative. All plans shall be accurate, legible and complete in design.

EXHIBIT "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 435674-1-38-01

Insert fee proposal here

EXHIBIT "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE
Financial Management Number: 435674-1-38-01

It is estimated that all work for this project will be completed within three months.

EXHIBIT "D"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the CITY OF TAVARES

PROJECT DESCRIPTION: Design of a Sidewalk along the West Side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road

FINANCIAL MANAGEMENT ID# **435674-1-38-01**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20____, and that the Project is accepted by the LOCAL GOVERNMENT as suitable for the intended purpose.

By: _____

Name: _____

Title: _____

EXHIBIT "E"

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:
List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

NOT APPLICABLE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT "F"

RESOLUTION
Financial Management Number: 435674-1-38-01

GRIFFEY ENGINEERING, INC.

October 29, 2013

Chris Thompson, Public Works Director
City of Tavares
201 East Main Street
Tavares, FL 32778

RE: SR 19 Sidewalk LAP project

Dear Chris:

Attached is our proposed engineering scope and fee for the above referenced project. It involves the design and plan preparation for a sidewalk improvement along the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road.

Should you have any questions or comments regarding the above or attached, please do not hesitate to contact me.

Sincerely,

Donald A. Griffey, P.E.

406 N. CENTER ST. • EUSTIS, FLORIDA 32726 • (352) 357-3528 • (352) 357-3219 FAX

SCOPE OF SERVICES

DESCRIPTION

The purpose of this project is to prepare engineered plans for the construction of a sidewalk along the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road.

OBJECTIVES

The Consultant shall prepare complete sidewalk improvement plans for the project described above, together with any or all special provisions for all phases of construction within the project limits. The plans shall include, but not be limited to, construction plans, quantity estimates and incidental items.

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Survey

Topographical Survey will be needed for this project. Field survey at these locations will be needed to ensure compliance with federal ADA standards. Subsurface utility locating is not anticipated for this project.

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Geotechnical

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Structural Design

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Drainage and Permitting

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Utility Coordination

Utility coordination will be provided during the design phase of the project. The 30% and 90% plans will be submitted to utility companies within the project area, including all City utility departments. Utility impacts and plan adjustments will be coordinated throughout the project design.

Design Criteria

All design activity and plans shall be prepared in accordance with the latest FDOT design standards, design manuals, and the desires of the City as made known to the Consultant. The governing criteria will be that contained in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (a.k.a. the Florida Greenbook) with deference to City and FDOT standards and specifications.

Constructions Plans

Construction plans for this project shall include:

1. A separate Key Sheet with location map.
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Cost Estimate

A detailed engineer's cost estimate will be provided. It will be based upon a detailed material quantity take-off from the plans and the latest FDOT unit costs.

Bid Package

Assistance will be provided by the Consultant to the City of Tavares in their preparation of the bid package.

PLANS PREPARATION, QUALITY CONTROL AND MISCELLANEOUS TASKS

Plans Preparation

Each set of plans shall be prepared in accordance with FDOT standards, policies and procedures, memoranda, and directions from the City's representative. All plans shall be accurate, legible and complete in design.

Phase Review

Plans will be reviewed by the City at specified intervals. All comments from reviewed plans will be addressed either on the plans or in letterform to the Project Manager. Two reviews are required for this project consisting of the 30% plan submittal and the 90% plan submittal.

After each review, the Consultant will be given all revisions to be made to the plans. The Consultant shall complete all revisions prior to the next scheduled review and inform the City when the revisions have been completed and what action was taken. Review comments and reactions, if minor, may be handled by telephone and documented accordingly.

Professional Endorsement

After the City accepts the final plans, the required number of signed and sealed hard copy plans shall be submitted to the City. Electronic delivery of the Final plans in pdf format will also be provided.

BEGINNING AND LENGTH OF SERVICES

Design Services to be provided by the Consultant will be initiated and completed as directed by the City. The consultant is authorized to proceed upon issuance of a Purchase Order by the City. It is estimated that all work for this project will be completed within three months.

FEE PROPOSAL

LABOR							
TASK DESCRIPTION	TASK MANHOURS						TASK FEE
	Principal Engineer	Prof. Engineer	Engineer	Engineering Technician	CAD Technician	Clerical	
	$145/hr	$130/hr	$110/hr	$100/hr	$75/hr	$50/hr	
Contract Maintenance	4						$580.00
Meetings & Project Coordination	8						$1,160.00
Field Review & Measurement				8			$800.00
30% Plan Production	8				30		$3,410.00
30% Plan QA/QC Review	4						$580.00
Utility Coordination	8						$1,160.00
90% Plan Production	8				30		$3,410.00
90% Plan QA/QC Review	4						$580.00
100% Plan Production	4				12		$1,480.00
100% Plan QA/QC Review	4						$580.00
Engineer's Cost Estimate				8			$800.00
Bidding Assistance	8						$1,160.00
					LABOR TOTAL		$15,700.00
NON-LABOR							
Surveying	by Subconsultant						$7,500.00
Pedestrian Signal Design	by Subconsultant						$6,500.00
11x17 Plans	400 pages			x	$1.25/page		$500.00
					NON-LABOR TOTAL		$14,500.00
					TOTAL		**$30,200.00**

AGENDA SUMMARY
TAVARES CITY COUNCIL
March 5, 2014

AGENDA TAB NO. 7

SUBJECT TITLE: Request to Utilize Reclaim Water by Lake County Water Authority at Hickory Point Park

OBJECTIVE:

To obtain authorization to allow Lake County Water Authority to connect to re-claim water at Hickory Point Park for fire protection at its new office building.

SUMMARY:

The city's reclaim water line runs down SR 19 and ends at the Hickory Point Facility. During the planning stages for reclaim water, this facility was incorporated into the plan as a potential customer.

The city has received a request from the Lake County Water Authority to tap into the city's reclaim waterline to meet fire flow requirements for a Lake County Water Authority office building to be built at this site (see attached letter). The existing potable water line is not of sufficient size to provide adequate fire flow needs for their new proposed administration building, however the reclaimed line is sufficiently sized as it has the capacity to constantly flow 1000 gpm at 62 psi.

This request could also open up other opportunities to provide reclaim at Hickory Point, such as watering the soccer fields which currently use the city potable water.

This reclaimed fed fire hydrant also opens up the relatively new and rare concept of using reclaimed for fire protection for the business community. This has only been done in about two (2) communities in the state of Florida. The hydrant is painted purple to inform both the fire fighters and the public that reclaim water is being utilized. The LCWA Hickory Park is presently outside the City limits. Since there are outside the limits they pay a premium price for the potable water or reclaim water.

The City's past practice has been to require annexation into the city for those properties who are served with city utility services. This property has not annexed into the city.

OPTIONS:

1) That City Council authorizes the Water Authority's request to connect to reclaimed water subject first to annexation.
2) That City Council authorizes the Water Authority's request to connect to reclaimed water subject first to annexation and agreeing to pay its proportionate share of the Fire Assessment fee upon request.
3) That City Council authorizes the Water Authority's request to connect to reclaimed water subject to annexation sometime in the future.

4) That City Council authorizes the Water Authority's request to connect to reclaimed water subject to annexation sometime in the future and agreeing to pay its proportionate share of the Fire Assessment fee upon request.

5) That City Council authorizes the Water Authority's request to connect to reclaimed water with no annexation required and no fire assessment fee.

6) That City Council deny the Water Authority's request to connect to reclaimed water.

STAFF RECOMMENDATION:

1) That City Council authorizes the Water Authority's request to connect to reclaimed water subject first to annexation and paying its proportionate share of Fire Assessment upon request.

FISCAL IMPACT:

The connection to reclaimed water for fire protection produces de-minimus revenues. In the future, connecting to the soccer field's irrigation system would generate monthly income. If the property annexes into the city, the city would be responsible for Fire Protection and Police Protection, that is estimated to be a de-minimus cost. Any fire assessment fee paid would be based on the square footage of the protected buildings.

Legal Sufficiency:

City Attorney has reviewed this for legal sufficiency.

Lake County
WATER AUTHORITY
Michael J. Perry, Executive Director • Neil Kelly, Secretary-Treasurer

107 North Lake Avenue • Tavares, Florida 32778-3119 • (352) 343-3777 • Fax (352) 343-4259 • E-mail: info@lcwa.org • www.lcwa.org

11FEB'14 RCVD

February 7, 2014

Mr. John Drury, City Administrator
City of Tavares
201 E. Main St.
Tavares, FL 32778

Dear ~~Mr. Drury~~ John:

The Lake County Water Authority would like to request your authorization to tap into the City's existing reuse water line that runs in front of Hickory Point Park located at 27341 SR 19. The connection is needed to meet fire flow requirements for a Lake County Water Authority office building to be built at the site.

Staff has been in contact with Brad Hayes, City of Tavares Utilities Director, and was informed that there is plenty of reuse water available at the site.

Your consideration of this request would be greatly appreciated.

Sincerely,

Mike

Michael J. Perry
Executive Director

cc: Brad Hayes

BOARD OF TRUSTEES

District One	District Two	District Three	District Four	District Five	At-Large	At-Large
Peggy Cox	Kelly A. Pitcher	Carolyn M. Maimone	Larry M. Everly, Jr.	Charles C. Clark	Adam Dufresne	John N. Harris

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 5, 2014

AGENDA TAB NO. 8

SUBJECT TITLE: Interlocal Agreement with the Metropolitan Planning Organization for a Pavement Management Program

OBJECTIVE:

To authorize the City Administrator to execute an Interlocal Agreement with the Metropolitan Planning Organization (MPO) to develop the City's multiyear pavement management program.

SUMMARY:

In 2011 the City contracted with Southeastern Surveying to do a pavement condition inventory of all of the City's streets. This inventory utilized the PACER (surface evaluation and rating system) for visually rating the surface condition of street pavement from a scale of 1 to 10, with 1 being a pavement in a failed condition and 10 being a pavement in excellent condition.

Now that all streets have been inventoried and rated, the city is in a position to have a five year plan developed that addresses the continued maintenance of all paved roads. The MPO has completed similar plans for Sumter County and Eustis.

Staff previously budgeted $37,500 in the current year budget in two separate accounts (Roads and Sidewalk) for this plan to be developed. Staff has negotiated a contract with the MPO in the amount of $34,965 to complete this plan ($1,665 MPO Administrative and Management Coordination Costs and $33,300 MPO Sub-Consulting Fees). This plan will develop a prioritized listing of streets slated for repair and/or replacement throughout the city and the associated estimated cost for budgetary purposes for the next five years and beyond. It will also include a phase 1 assessment of city sidewalks and ramps to assist with the evaluation of conditions related to ADA compliance.

OPTIONS:

1) Move to authorize the City Administrator to execute the Interlocal Agreement with the MPO relating to the pavement management program in the amount of $34,965 ($1,665 MPO Administrative and Management Coordination Costs and $33,300 MPO Sub-Consulting Fees).
2) Do not approve the agreement

STAFF RECOMMENDATION:

1) Move to authorize the City Administrator to execute the Interlocal Agreement with the MPO relating to the pavement management program in the amount of $34,965 ($1,665 MPO Administrative and Management Coordination Costs and $33,300 MPO Sub-Consulting Fees).

FISCAL IMPACT:

Currently budgeted as follows:

1. $22,500 Roadway Pavement Management Services
2. $15,000 Sidewalk Assessment
   $37,500 Total

LEGAL SUFFICIENCY: Legally Sufficient

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF TAVARES
AND
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
RELATING TO A
PAVEMENT MANAGEMENT PROGRAM

THIS AGREEMENT relating to the City of Tavares Pavement Management Program is entered into between THE CITY OF TAVARES, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida ("CITY"), and the LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION, ("MPO").

RECITALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement in 2003, and is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties and their municipalities; and

WHEREAS, a Pavement Management Program is the process by which a county or municipality oversees the maintenance and repair of its roadway network; and

WHEREAS, the CITY supports a Pavement Management Program to provide safe driving conditions, to extend the life of CITY maintained roadways and to avoid costly or unnecessary repairs; and

WHEREAS, the CITY conducts an evaluation and inventory of pavement and striping condition of all CITY maintained roadways on a periodic basis to create and update a list of candidate roadway preservation and rehabilitation projects; and

WHEREAS, the CITY prioritizes the candidate projects using criteria that address the urgency of the need for resurfacing or repair, and then applies its allocated budget for resurfacing or repair to the prioritized list of projects; and

WHEREAS, the CITY recognizes that the need for pavement management is greater than can be met by available funds and therefore the prioritization process for funding must be fair and equitable; and

WHEREAS, the CITY has asked the MPO to assist in the management and implementation of its Pavement Management Program, which will include development of a project prioritization process for the allocation of resurfacing funds by an MPO consultant and the consultant's creation of a "Route System" within GIS; and

WHEREAS, at this time, the CITY and the MPO desire to reduce their agreement to a writing as stated herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the CITY and MPO hereby covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct, and incorporated herein.

2. **Purpose.** The purpose of this Agreement is for MPO to assist with the provision of continuing support services related to the CITY'S 2014 Pavement Management Program and the use of the MicroPAVER software system to help plan and track the CITY's pavement resurfacing and maintenance program, via a separate agreement with an MPO on-call engineering consultant.

3. **Cost of Services.** The CITY agrees to pay all costs of the Pavement Management Program services to be provided to CITY via the MPO's consultant, in an amount that shall not exceed Thirty-three Thousand, Three Hundred Dollars and 00/100 Cents ($33,300.00), as generally outlined in **Exhibit "A"**. In addition, the parties agree that MPO shall be compensated for its management services at a cost of five percent (5%) for all tasks in an amount not to exceed One Thousand Six Hundred Sixty-five Dollars and 00/100 Cents ($1,665.00).

4. **MPO Obligations.**

   A. The MPO shall serve as Program Manager for the CITY's Pavement Management Program. As Program Manager, the MPO shall review deliverables and invoices provided by the consultant for conformity to the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**

   B. The MPO shall ensure that all invoices reflect the percentage completion of the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** shall add the cost of its management services as provided in Section 3 of this Agreement, shall transmit invoices and deliverables, upon completion, to CITY on a monthly basis, and shall receive and process all payments from the CITY.

   C. The general MPO point of contact for this Agreement is:
   Pamela Richmond, AICP
   MPO Project Manager
   Lake~Sumter MPO
   1616 South 14th Street
   Leesburg, FL 34748
   352-315-0170
   prichmond@lakesumtermpo.com

5. CITY Obligations.

A. The CITY shall provide the MPO with any additional data and information requested in order to facilitate the Pavement Management Program.

B. The CITY shall promptly review the deliverables and invoices provided pursuant to the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** and shall provide direction to the MPO as needed.

C. In accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, the CITY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant pursuant to Section 3 of this Agreement and the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**

D. The general CITY point of contact for this Agreement is:
Chris Thompson, Director
City of Tavares
Public Works
100 N. Disston Avenue
Tavares, FL 32778
352-742-6456
CThompson@Tavares.org

6. Effective Date, Term and Termination.

A. This Agreement shall become effective upon the first day following execution by both parties. The initial term of the Agreement shall be for one (1) year from the effective date. The parties shall have the option to extend the term of the Agreement for one (1) additional six (6) month period.

B. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party; however, upon termination of the Agreement pursuant to this section, the CITY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant prior to the MPO receiving notice of the termination.

C. Any termination notice under this section shall be sent to:

For the CITY:
Public Works Director
City of Tavares
100 N. Disston Avenue
Tavares, FL 32778

For the MPO:
Executive Director
Lake~Sumter MPO
1616 South 14th Street
Leesburg, FL 34748

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

8. **Scope of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: CITY through its City Council, signing by and through its City Administrator, authorized to execute same by Council action on the _____ day of _____, 2014, and MPO through its Chairman, authorized to execute the same by action of its Governing Board on the _____ day of _____, 2014.

{Signature Pages Follow}

CITY

_____
John Drury, City Administrator

Attest:

_____
Nancy Barnett, City Clerk

Approved as to Form and Legality:

_____
Robert Q. Williams
City Attorney

MPO

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

_____
Sean Parks, Chairman

This _____ day of _____, 2014

Attest:

_____
Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:

_____
Sanford A. Minkoff
MPO Attorney

Exhibit "A"
Consultant Scope, Schedule and Fee
City of Tavares
Pavement Management Program

PROJECT DESCRIPTION

Consultant will assist the City of Tavares by providing continuing support services related to the development and implementation of a MicroPAVER Pavement Management Program.

Scope of Services

1.0 Pavement Management Database Development

Consultant will meet with the City to review the scope and schedule, discuss the details of the data collection effort, and gather all available sources of information, starting with the current PASER database, to develop the initial pavement management database. The database will be developed from City maintained street lists, historic paving and maintenance records, and available GIS data. At this meeting, a prioritization system will be developed for sidewalk and ramp improvements.

Consultant will then perform pavement distress evaluations for the entire City road network. The ratings will be based on the extent and severity of 20 classes of distresses in the field. The condition data will be entered into the City's new MicroPaver pavement management database. The data will be collected by experienced engineers and technicians, and a minimum of 10% of the data collected will be field checked by a senior level pavement engineer for quality assurance. The data is also reviewed in-office to confirm completion and database integrity.

2.0 Sidewalk and Ramp Evaluation

Consultant will supplement the existing City sidewalk and ramp inventory with attribute data required to evaluate conditions related to ADA for integration into the Pavement Management Plan. The project area for this task includes only roads in the area bounded by Clifford Street, North Duncan Drive, West Main Street (including neighborhoods southerly to West Ruby Street and Trafford Street, and North Disston Avenue, and excluding Caroline Street and Alfred Street). Within this area Consultant will confirm the location of all existing sidewalks, and existing and "missing" ramps where sidewalks end without access to the roadway, and add/remove features as necessary.

The sidewalk inventory, which already has width information will be supplemented by a general condition rating (Excellent, Good, Fair, Poor), and slope compliance. Ramps will be evaluated for width, running/cross slope compliance, transition slope compliance, gutter slope compliance, flush transitions, detectable warnings, and clearance.

Based on the prioritization system developed at the kickoff meeting, Consultant will assist with the development of a prioritized sidewalk and ramp replacement list and cost estimate. No engineering will be performed in development of these estimates.

3.0 Meetings, Analysis, Report & Presentation

Consultant will attend a "system configuration" meeting to review the results of the pavement evaluations, to review preliminary system generated results, and to discuss the configuration of the pavement management system. The primary focus will be to set the systematic application of various pavement rehabilitation and maintenance methods to roads of all conditions based on criteria in the pavement database. The agreed upon criteria will be used to build a project decision criteria table or "strategy table" that will drive the project selection modeled by the pavement management system.

The cost of each pavement maintenance or rehabilitation treatment included in the project decision table will also be discussed so that a unit cost per square yard can be developed for each repair alternative, for accurate pavement budget analysis. At this meeting, the City will also provide information on its current funding levels and direct Consultant on the various funding levels and durations that should be analyzed and reported.

Consultant will prepare a project summary report. The report will display the results of the pavement condition surveys, summarizing the road network in terms of Pavement Condition Index, and Cost Backlog of work. For the report, Consultant will analyze multiple budget scenarios, and report on the projected change in overall conditions for comparison and determination of the appropriate budgeting level. The report will contain a five-year plan for maintenance developed using an assumed budget estimate supplied by the client. The report will also include a brief background on pavement management concepts, the process undertaken in this project, and recommendations for the City in continuing its implementation of pavement management. Revisions to this report are not included in this scope. Fifteen bound copies of the summary report appropriate for presentation to the City Council will be provided.

Consultant will also present this information at a Public Meeting. Consultant will develop a presentation of the information described in the report. City staff will review the PowerPoint presentation and request modifications prior to the date of the presentation.

Fee Summary

Task	Fee
1.0 Pavement Management Database Development (60 miles)	$15,000
2.0 ADA Sidewalk and Ramp Evaluation	$12,500
3.0 Meetings, Analysis, Report & Presentation	$5,800
Total Estimated Cost	**$33,300**

Schedule

Consultant will perform the preceding scope of work in compliance with following schedule of major deadlines, or as soon after the Completion Dated noted below as possible.

Milestone	Completion Date*
Notice to Proceed	March 14, 2014
Project Initiation Meeting	March 21, 2014
Initial Database Development & Sidewalk/Ramp Evaluation	April 21, 2014
Data Collection, Entry, and Quality Assurance	June 20, 2014
System Configuration Meeting	June 27, 2014
Analysis and Report	July 25, 2014
Public Presentation	As required by City, not earlier than July 25, 2014
*Completion dates contingent on Notice to Proceed date	

Hourly Rates and Total Estimated Fee

Consultant's hours per task in the table shown below are an estimate for applicable staff classifications. The client will be billed on a Task basis in accordance with the above Scope of Services with a value of $30,585.00 plus applicable direct expenses. Direct expenses are estimated not to exceed $2.715.00 for a total contract value not to exceed $33,300.00.

Staff/Title	Rate	Task 1	Task 2	Task 3	Total/Staff
Project Manager	$145	1	5	8	$2,030
Project Engineer	$135	10	26	25	$8,235
GIS/Pavement Management Specialist	$115	23	35	0	$6,670
Data Specialist	$105	82	40	8	$13,650.00
			Total Fee Estimate		$30,585
Hours by Task		116	106	41	263
Estimated Direct Expenses					
Mileage					$1,515
Printing					$1,200
Total Contract Value					**$33,300**

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 5, 2014

AGENDA TAB NO. 9

SUBJECT TITLE: Update on the Tavares Pavilion on the Lake

OBJECTIVE: To provide the Council with an update on the Tavares Pavilion on the Lake and approve the web site presence and marketing identity.

SUMMARY: The Tavares Pavilion on the Lake is currently under construction and is expected to have a soft opening sometime this summer. The exact date of the soft opening will be provided to Council once the contractor moves from exterior construction to interior construction and develops the interior trade's schedule. The "Hard Opening" is scheduled for Saturday October 11, 2014.

Several events and weddings have been and are being booked and the Horizon Project Team (Vice Mayor Lori Pfister, Tamera Rogers, Joyce Ross and John Drury) have been working together on various items related to the project as this new enterprise moves toward completion including the marketing and promotional needs of the Pavilion.

The Horizon Project team will update Council on the proposed web site presence and marketing identity.

OPTIONS:

1. Receive the update and approve the web site presence and marketing identity.
2. Receive the update and add to, enhance or alter the web site presence and marketing identity.

STAFF RECOMMENDATION:

Staff recommends that Council moves to approve the web site presence and marketing identity presented.

FISCAL IMPACT:

Funds were previously budgeted for the web site presence and marketing.

LEGAL SUFFICIENCY: Legally sufficient

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 5, 2014

AGENDA TAB NO. 10
SUBJECT TITLE: Wind Signs-Prohibited under Land Development Regulations

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OBJECTIVE:

To obtain Council's direction on whether to enforce or amend present regulations prohibiting wind signs.

SUMMARY:

Section 21-3 of the City's Land Development Regulations presently prohibits wind signs that are defined as follows:

"Signs commonly referred to as wind signs, consisting of one or more banners, flags pennants, ribbons, spinners, streamers or captive balloons or other objects or material fastened in such manner as to move upon being supported to pressure by wind; except as permitted in Section 21-15 of the regulations"

Section 21-15 allows banner type signs for permitted special events or outside sales events.

It is becoming increasingly prevalent that commercial businesses are using multiple wind signs as a visual attractor. Attached is photo example. Since there are so many of these being used, staff is requesting that Council give direction to staff on whether to enforce our present code or whether to prepare a draft amending ordinance that would regulate these in a different manner.

OPTIONS:

1. That City Council takes no action and staff will enforce the present regulations.
2. That City Council directs staff to prepare an amendment to our Land Development Regulations that would allow a limited number of wind signs for a limited amount of time.
3. That City Council directs staff to prepare an amendment to our Land Development Regulations that would remove the prohibition of wind signs thus allowing unlimited use.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to direct staff to prepare an amendment to our Land Development Regulations that would allow a limited number of wind signs for a limited amount of time.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

21 February 2014

AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 5, 2014

AGENDA TAB NO. 11

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – March 19, 2014, 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – March 24, 2014 – 5:30 p.m.
- Lake County League of Cities – March 14, 2014; 12:00 p.m. Elks Lodge, Tavares – Healthcare Presentation (Commissioner Sullivan)
- Lake Sumter MPO Board – March (no meeting) next Meeting April 23, 2014 – 2:00 p.m. - MPO Board Room, Leesburg
- Tavares Library Board – March 19, 2014 – 2:00 p.m.
- Planning & Zoning Board – March 20, 2014 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

March 22 & 23, 2014 – Spring Thunder Vintage Raceboat Regatta – Wooton Park

March 28-30, 2014 – Sunnyland Classic & Antique Boat Show – Wooton Park

April 4 & 5, 2014 – Central Florida Dragon Boat Festival – Wooton Park\

April 12 and 13 – Planes, Trains & BBQ

April 26th – Seaplane Fly In and 100th Anniversary of Seaplanes in Tavares

Creed's Cause 5K – May 3

March of Dimes – May 10

Pro Hydro-X Jet Ski Competition May 31 and June 1

Boxing Event – May 31, 2014

4th of July Celebration

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AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 5, 2014

AGENDA TAB NO. 12

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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