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AGENDA
TAVARES CITY COUNCIL

March 16, 2016
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. INVOCATION

Pastor Rick Fountain, First Baptist Church of Tavares

II. CALL TO ORDER — **Mayor Wolfe**

III. APPROVAL OF AGENDA — **Mayor Wolfe**

IV. APPROVAL OF MINUTES

Tab 1) Approval of Minutes for March 2, 2016 – Deferred — **Mayor Wolfe**

V.PROCLAMATIONS/PRESENTATIONS

Tab 2) Proclamation for the Freedom and Heritage Flag of The Vietnamese-American Community of Florida — **Mayor Wolfe**

Tab 3) Proclamation for Surveyors Week — **Mayor Wolfe**

Tab 4) Tavares Chamber of Commerce Update — **Bob Tweedie**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD — **Nancy Barnett**

VIII. CONSENT AGENDA

Tab 5) Amendment to Ruby Street Stormwater Project FDEP Agreement G0401 — **Lori Houghton**

Tab 6) Award of Bid for Delaware Ct./Maine Ct. Drainage Improvements — **Chris Thompson**

Tab 7) Authorization to Apply for CDBG Funds from Lake County For Road Improvements — **Chris Thompson**

IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING
(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

First Reading

Second Reading
(Adoption Hearing)

Tab 8) Ordinance #2016-04 – Small Scale Future Land Use Amendment For Property between Disston & Dora Avenue — **Jacques Skutt**

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 9) Agreement with Michael Pape for Construction Management Of Caroline Street Landscaping Project — **Jacques Skutt**

Tab 10) Award of Construction Bid for Ruby Street Stormwater Project — **Lori Houghton**

Tab 11) Agreement with Arcadis for Resident Project Representation Services for the Downtown CRA Stormwater Improvements — **Lori Houghton**

Tab 12) Request to Authorize the City Attorney to Negotiate Counter Offer for Land Purchase of Sparks Property — **Richard Keith**

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 13) City Administrator — **John Drury**

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.

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AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 2

SUBJECT TITLE: Proclamation in Recognition of the Heritage and Freedom Flag of the Vietnamese-American Community of Tavares

OBJECTIVE:

The Mayor will read the proclamation requested by John Le Tong Mckinney requesting recognition of the Heritage and Freedom Flag.

SUMMARY:

Mr. John Le Tong, a Tavares business owner, has requested that the City issue a proclamation joining many other United States' cities and states, in recognizing the Freedom and Heritage flag for the Vietnamese-Americans community in Tavares. The red flag with the three red stripes symbolizes the long history and culture of the former Republic of Vietnam.

OPTIONS:

N/A

STAFF RECOMMENDATION

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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PROCLAMATION

The Heritage and Freedom Flag of the Vietnamese-American Community of Tavares Florida

WHEREAS, there are a significant number of Vietnamese-Americans who have chosen to make the City of Tavares their home.

WHEREAS, Tavares' Vietnamese-Americans has made substantial contributions to cultural, religious, political life of the City of Tavares; and

WHEREAS, the vast majority of Vietnamese-Americans embrace the yellow and three red striped flag as the Heritage and Freedom Flag of the Vietnamese-American community; and

WHEREAS, the yellow and three red striped flag is widely embraced because of its long history as a symbol of resilience, freedom, and democracy both in Vietnam itself and the Vietnamese American community in Tavares and elsewhere; and

WHEREAS, the Tavares Vietnamese American community proudly raise this the Heritage and Freedom Flag; and.

NOW, THEREFORE, BE IT RESOLVED that the City of Tavares formally recognizes the Heritage and Freedom Flag as the official symbol of the Vietnamese-American community and support the efforts of the Vietnamese-American community to promote freedom and democracy in their country of origin.

PASSED AND DULY ADOPTED on this 16th day of March, 2016

_____

Mayor Robert Wolfe
City of Tavares

February 23rd, 2016

The Honorable Mayor and City of Tavares

Subject: Request for issuing a Proclamation of recognizing a Freedom and Heritage flag for the Vietnamese-Americans community of .....

Attachment:

1- List of States, Counties, and Cities recognized the Freedom and Heritage flag for the Vietnamese-Americans community in the United States
2- Proclamation's State of Florida date March 22, 2004
3- Proclamation's Orlando city date March 22, 2004
4- Proclamation's Coral Spring city date March 22, 2004
5- A Draft Proclamation

Dear Mr. Druey,

We now have 111 States, Counties, and Cities around the country issuing Proclamations, Resolutions and Bills to recognize the Yellow flag with three red stripes of the former Republic of Vietnam as a Freedom and Heritage flag of the Vietnamese-Americans communities in the United States (attached # 1).

We hereby request your support for issuing a Proclamation to recognize the Yellow flag with three red stripes of the former Republic of Vietnam as a ***Freedom and Heritage flag of the Vietnamese-Americans community of .....*** for the following reasons:

1- South Vietnam was the battlefront of the free world where the Armed Forces of the United States, of the Allied countries, and of the Republic of Vietnam fought against the violent assaults of the North Vietnam and the entire Communist Bloc for the cause of freedom.

2- In 1975, the North Vietnamese Communists invaded South Vietnam. They violently broke the International Agreement for Peace in Vietnam that they signed with the United States of America and the Republic of Vietnam, under supervision of twelve nations worldwide including the United Nations. There were three million Vietnamese people that left their country for freedom. A million and half of them escaped their country by boat. And almost half a million of them drowned in the open sea including women and children.

3- During the Vietnam War between 1961 and 1975, the Armed Forces of the United States suffered over 58,000 deaths, more than 300,000 wounded, and about 1,600 MIA's. The Armed Forces of the Republic of Vietnam suffered over 250,000 deaths, more than 750,000 wounded and more than 3 million innocent Vietnamese people died as a result of the war.

4- A million and half of Vietnamese-Americans living in the United State feel tremendous pride in the former flag of the Republic of Vietnam. They see this flag as a symbol of hope, freedom and peace in their community.

5 – We are now a large number of Vietnamese-Americans living in Tavares and well-established community, participating in this city with many contributions such as education, business, labor, government, etc.... We embrace the yellow flag with three red stripes of the former Republic of Vietnam as the symbol of the Vietnamese-American community representing our celebrated, honored culture and long history.

We wish that you will give us full support for this issue.

Thank you for your time.

Respectfully yours,

John Lê Tòng Mckinney

Tiến Lê

Tố Anh Nguyễn

State, County, and City governments recognized the Heritage and Freedom flag for the Vietnamese-American communities

From February 19, 2003 city of Westminster, California, is the first city recognizing the Yellow flag with three red stripes of the former Republic of Vietnam as a *Heritage and Freedom flag of the Vietnamese-American community.*

January 1st, 2008: 111 State, County, and City governments issued the Bills, the Resolutions and the Proclamations to recognize the *Heritage and Freedom flag for the Vietnamese-American community,* such as:

1. February 19, 2003	Westminster city, California. Resolution 3750.
2. March 11, 2003	Garden Grove City, California. Resolution 8486-03.
3. April 14, 2003	Falls Church city, Virginia. Resolution TR-03-07.
4. May 5, 2003	Milpitas city, California. Resolution 7300.
5. June 3, 2003	Santa Clara county, California.
6. June 4, 2003	Holland city, Michigan.
7. June 18, 2003	Houston city, Texas. Resolution 17-2003.
8. June 24, 2003	Saint Paul city, Minnesota. Resolution 03-502.
9. July 7, 2003	Pomona city, California. Resolution 2003-140.
10. July 7, 2003	Fairfax city, Virginia.
11. July 15, 2003	Louisiana State. Bill # 839. (1st State).
12. July 30, 2003	Sacramento city, California.
13. July 30, 2003	Boston city, Massachusetts. Resolution 03-1104.
14. September 8, 2003	Springfield city, Massachusetts.
15. September 12, 2003	Oklahoma City, Oklahoma.
16. September 16, 2003	El Monte city, California. Resolution 8384.
17. September 16, 2003	Garland city, Texas.
18. September 16, 2003	Tumwater city, Washington. Resolution R2003-013.
19. September 16, 2003	Malden city, Massachusetts.
20. September 17, 2003	Rowley city, Massachusetts.
21. September 30, 2003	Grand Rapids city, Michigan.
22. October 9, 2003	Lacey city, Washington
23. October 8, 2003	Quincy city, Massachusetts.
24. October 20, 2003	Doraville city, Georgia.
25. October 21, 2003	Olympia city, Washington.
26. October 28, 2003,	Lowell city, Massachusetts.
27. November 3, 2003	Norcross city, Georgia.
28. November 3, 2003	Clarkston city, Georgia.
29. November 3, 2003	Dekalb city, Georgia.
30. November 3, 2003	Gwinnett city, Georgia.
31. November 4, 2003	Lawrence city, Massachusetts.
32. November 11, 2003	Arlington city, Texas. Resolution 03-E-555.
33. November 11, 2003	Port Arthur city, Texas.
34. November 12, 2003	Rainer city, Washington. Resolution 461.
35. November 18, 2003	Marina city, California. Resolution 2003.
36. December 1, 2003	Puyallup city, Washington. Resolution 1834.

37. December 6, 2003 Worcester city, Massachusetts.
38. December 8, 2003 Lakewood city, Washington. Resolution 2003-29.
39. December 16, 2003 Fort Worth city, Texas. Resolution 3017.
40. January 13, 2004 Lincoln city, Nebraska.
41 January 13, 2004 Dupont city, Washington. Resolution 04-279.
42. January 13, 2004 Wichita city, Kansas.
43. January 14, 2004 San Diego city, California. Resolution R-2004-670.
44. January 27, 2004 Pierce city, Washington.
45. January 29, 2004 Philadelphia city, Pennsylvania.
46. February 3, 2004 Grand Prairie city, Texas. Resolution 3975.
47. February 10, 2004 South El Monte city, California.
48. February 17, 2004 Stockton city, California.
49. February 21, 2004 New Jersey state. Bill. (2nd State)
50. February 20, 2004 Hartfort, Connecticut. Resolution.
51. February 24, 2004 Centralia city, Washington.
52. February 24, 2004 University Place city, Washington.
53. February 28, 2004 Jersey City, New Jersey.
54. March 15, 2004 West Hartfort city, Connecticut. Resolution.
55. March 15, 2004 Salina city, Kansas.
56. March 16, 2004 Biloxi city, Mississippi.
57. March 16, 2004 Orlando city, Florida.
58. March 16, 2004 Fort Wayne city, Indiana
59. March 24, 2004 Honolulu city, Hawaii. Resolution 04-72.
60. April 1, 2004 Tampa city, Florida.
61. April 12, 2004 Syracuse, New York.
62. April 15, 2004 Virginia State. Bill 1457 ER. (3rd State)
63. April 16, 2004 Minneapolis city, Minnesota. Resolution 2004R-155.
64. April 20, 2004 Kent city, Washington. Resolution 1667.
65. April 20, 2004 Tacoma city, Washington. Resolution 36154.
66. April 24, 2004 Thurston county, Washington.
67. April 30, 2004 Saint Louis city, Missouri. Resolution 16.
68. April 30, 2004 Camden city, New Jersey.
69. May 4, 2004 West Valley city, Utah. Resolution 04.
70. May 11, 2004 Bonney Lake city, Washington.
71. June 3, 2004 Seaside city, California.
72. June 7, 2004 Vancouver city, Washington.
73. June 12, 2004 Colorado state. (4th State)
74. June 15, 2004 Coral Springs city, Florida.
75. June 15, 2004 Carrollton city, Texas.
76. June 19, 2004 Georgia state. Resolution 1866. (5th State)
77. June 28, 2004 Beaverton city, Oregon.
78. July 19, 2004 St. Cloud city, Minnesota. Resolution 2004-7-180.
79. July 20, 2004 Portland city, Oregon.
80. July 20, 2004 Eagle Mountain city, Utah.
81. August 10, 2004 Marin county, California.
82. August 24, 2004 Sugar Land city, Texas.
83. September 7, 2004 Missouri city, Texas.
84. October 4, 2004 Indianapolis city, Indiana. Resolution 70.
85. October 29, 2004 Florida state. (6th State).
86. November 11, 2004 Austin city, Texas.

87. November 11, 2004	Texas state. (7th State).
88. November 22, 2004	Charlotte city, North Carolina.
89. December 13, 2004	Albuquerque city, New Mexico. Resolution R-04-156.
90. February 6, 2005	Reading city, Pennsylvania.
91. March 1, 2005,	Oklahoma state. (8th State)
92. March 3, 2005	Kansas City, Kansas. Resolution 050233.
93. May 11, 2005	Minnesota state. Resolution SR0097 & HR0017 (9th State)
94. May 17, 2005	San Jose city, California.
95. May 18, 2005	San Antonio city, Texas.
96. June 10, 2005	Greenville city, South Carolina.
97. June 14, 2005	Columbus city, Ohio. Resolution.
98. October 5, 2005	Greer city, South Carolina.
99. January 28, 2006	Allentown city, Pennsylvania.
100. April 26, 2006	Pennsauken city, New Jersey. Resolution 126-06.
101. June 3, 2006	San Diego county, California.
102. August 5, 2006	California state. Executive Order S-14-06 (10th State).
103. August 19, 2006	Ohio State. SB 163. (11th State)
104. November 10, 2006	San Francisco city, California. Resolution 642-06.
105. December 3, 2006	Davenport city, Iowa.
106. December 16, 2006	Michigan state. SA 148 & HR. (12th State).
107. April 13, 2007	Oregon state. (13th).
108. April 26, 2007	Nebraska state. (14th State).
109. April 30, 2007	Utah state. (15th State).
110. May 29, 2007	Rosemead city, California.
111. January 1, 2008	Sunnyvale city, California.
112. April 30, 2014	St Pertersbug, Florida.

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AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 3
SUBJECT TITLE: Proclamation for Florida Surveyors and Mappers Week

OBJECTIVE:

The Mayor will read a proclamation designating March 20-26, 2016 as Florida Surveyors & Mappers Week.

SUMMARY:

Ronnie Figueroa of Southeastern Surveying has requested the Mayor issue a proclamation for Florida Surveyors & Mappers Week in conjunction with National Surveyors Week.

OPTIONS:

NA

STAFF RECOMMENDATION:

NA

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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PROCLAMATION

WHEREAS, surveyors and mappers are counted among the founding leaders of our country and were instrumental in the formation of the layout of property boundaries in the United States which have provided our citizens the enjoyment of property ownership; and

WHEREAS, George Washington, Thomas Jefferson and other former Presidents of the United States, served their fellow colonists as surveyors; and

WHEREAS, the citizens of Florida recognize the valuable contributions of the surveying and mapping profession to history, development, and quality of life in Florida and the United States of America and make important decisions based on the knowledge and expertise of licensed surveyors and mappers; and

WHEREAS, the surveying and mapping profession requires special education, training, the knowledge of mathematics, the related physical and applied sciences, and requirements of law for evidence; and

WHEREAS, surveyors and mappers are uniquely qualified and licensed to determine and describe land and water boundaries for the management of natural resources and protection of private and public property rights; and

WHEREAS, the continual advancements in instrumentation have required the surveyor and mapper not only to be able to understand and implement the methods of the past, but also to learn and employ modern technology in finding solutions to meet the challenges of the future.

NOW, THEREFORE, BE IT RESOLVED that in conjunction with National Surveyors Week, the City of Tavares does hereby proclaim the week of March 20-26, 2016, as

FLORIDA SURVEYORS & MAPPERS WEEK

and, recognize the many contributions and the ongoing dedication of surveyors and mappers to the citizens of Tavares.

PASSED AND DULY ADOPTED on this 16th day of March, 2016

_____

Mayor Robert Wolfe
City of Tavares

AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 4
SUBJECT TITLE: Update from Tavares Chamber of Commerce

OBJECTIVE:

For the Tavares Chamber of Commerce to provide City Council with an update on their current status and future plans.

SUMMARY:

The president of the Tavares Chamber of Commerce will provide an update.

OPTIONS: No options, update is for informational purposes only.

STAFF RECOMMENDATION: No recommendation, update is for informational purposes only.

FISCAL IMPACT: No Fiscal Impact

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AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 5
SUBJECT TITLE: Request City Council Approval to Amend Stormwater Grant G0401 with Florida Department of Environmental Protection

OBJECTIVE:

To Request City Council authorization to Amend FDEP Agreement No. G0401 for the City of Tavares Downtown CRA Stormwater Improvement Project.

SUMMARY:

The City of Tavares has previously been awarded three grants (see below) for Phase 1 of the Downtown CRA Stormwater Improvement Project. Phase 1 of the project includes Stormwater Pond improvements as well as Stormwater Improvements to Main Street and Ruby Street.

The FDEP agreement GO401 requires an amendment to maintain the grant funding for the Stormwater project. The Amendment will provide the following:

1. Modify the task timelines to align with new agreement/project end date to the following:

Task Number	Task Description	Current Start	Current End	NEW START	NEW END
1	Design/Permiting/Bidding	2/1/2012	3/31/2015	2/1/2012	12/31/2015
2	Construction/BMP Implementation	4/1/2015	1/31/2016	3/2/2016	7/31/2017
3	Post-Implementation Monitoring	1/1/2016	1/31/2017	8/1/2017	11/30/2017
4	Public Education	2/1/2015	12/31/2015	11/31/2015	7/31/2017
5	Final Report	1/1/2017	3/31/2017	7/31/2017	8/15/2017

2. Modify Task 4 for Public Education – provide additional and updated details for notice requirements and locations for public discussions.

The amended Grant Documents are attached for your review

All current grants for the Downtown CRA Stormwater Project are listed below:

1. FDEP Agreement S5068 in the amount of $750,000 – timelines amended 1-20-2016
2. FDEP Agreement G0401 in an amount of $1,500,000 – requires attached amendment
3. LCWA Grant Agreement as amended in the amount of $353,000

The City has received loan funding for the project with the State of Florida Revolving Loan Program (SRF) for Non-Point Source Water Pollution Control to complete the funding for the project.

OPTIONS:

1. **Move to authorize** staff to amend the DEP Grant G0401 to extend the agreement and to Modify the project task timelines as indicated, and authorize the City Administrator to execute the amended documents.

2. Move to Not Approve.

STAFF RECOMMENDATION:

1. **Move to authorize** staff to amend the DEP Grant G0401 to extend the agreement and to Modify the project task timelines as indicated, and authorize the City Administrator to execute the amended documents.

FISCAL IMPACT: **There is no Fiscal Impact**

LEGAL SUFFICIENCY: This summary meets legal sufficiency.

DEP AGREEMENT NO. G0401

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF TAVARES, whose address is 201 East Main Street, Tavares, Florida 32778, (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the City of Tavares Stormwater Improvements.

WHEREAS, the Department is the recipient of federal financial assistance from the U.S. Environmental Protection Agency (EPA) and was awarded funding by the EPA pursuant to Grant Agreement No. C9-99451513-0; and,

WHEREAS, the Department is utilizing Legislative Appropriation funding from Line Item 1668A, SFY 2014-2015 under this Agreement to match the above federal grant; and,

WHEREAS, the Grantee has been determined to be a subrecipient of federal financial assistance from the EPA; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. This Agreement shall begin upon execution by both parties and remain in effect until September 30, 2017, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.

3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $750,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

   B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A.** Reimbursement shall be requested, utilizing **Attachment B, Payment Request Summary Form,** in accordance with the schedule in Attachment A. Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form.** Failure to provide **Attachment C** shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the

completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment request shall not be processed until the match requirement has been met.

C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment D, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB

Circulars A-102 and A-110 (2 CFR 215) at http://www.whitehouse.gov/omb/circulars/index.html#numerical.

E. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in Attachment A, Grant Work Plan.

F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the

Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

H. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

I. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds.

Federal Funding Source	**CFDA**	**Program Title**	**Funding Amount**
C9-99451513-0	66.460	Nonpoint Source Implementation Grants	$750,000.00
State Funding Trust Fund and Line Item Number	**CSFA**	**Program Title**	**Funding Amount**
General Revenue Trust Fund, Line Item 1668A	37.039	Statewide Surface Restoration and Wastewater Projects	$750,000.00
		Total Funding:	$1,500,000.00

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment E, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.

B. A draft comprehensive final report (hard copy and electronic) must be submitted no later than sixty (60) days prior to the completion date of the Agreement. The Department will review the draft final report and provide comments for inclusion in the final report within thirty (30) days. Five (5) hard copies, plus one electronic copy in Adobe.pdf format or Microsoft Word Format, of a comprehensive final report must be submitted no later than the completion date of the Agreement. The Grantee's final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

"This project and the preparation of this report was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection. The total cost of the project was $[show actual amount], of which $[show actual amount] or [show actual percentage] percent was provided by the U.S. Environmental Protection Agency."

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government's participation in the project.

"This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection."

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

D. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.

i. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

ii. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.

iii. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

iv. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.

v. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.

vi. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).

vii. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.

viii. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.

E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement does not apply to invoices and their documentation, which are required to be single sided. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

   A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

   B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

   C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

   The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.

   A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

   B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

   C. Wholly or partly suspend or terminate this Agreement.

   D. Withhold further awards for the project or program.

   E. Take other remedies that may be legally available.

   F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes

them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.

i. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.

ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.

10. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

11. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.

C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. A. The Grantee certifies that no Federally-appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment G, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[40 CFR 34]**

B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

D. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment H, "Lobbying and Litigation Certificate"** to the Department within ninety (90) days following the completion of the Agreement period.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Managers (which may also be referred to as the Department's Project Managers) for this Agreement are identified below.

Technical	
Misty Alderman	
Florida Department of Environmental Protection	
Water Quality Restoration Program	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8542
Fax No.:	(850) 245-8434
E-mail Address:	Misty.alderman@dep.state.fl.us

18. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

Brad Hayes	
Utility Department	
201 East Main Street	
Tavares, Florida 32778	
Telephone No.:	(352) 742-6485
Fax No.:	(352) 742-6110
E-mail Address:	bhayes@tavares.org

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

20. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $100,000 each occurrence and $300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. Reimbursement for equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Project Agreement.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

24. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Fire Safety Act of 1990.

25. If the Grantee's project involves environmentally-related measurements or data generation, including the development of models that may be used in regulatory decisions, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements.**

26. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

27. In accordance with Executive Order 12549, Debarment and Suspension **(2 CFR 180 and 1532)**, the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department. The Grantee shall include the language

of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

28. The Environmental Protection Agency and Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

    A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.

    B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

29. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment J, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment K, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

30. Land acquisition is not authorized under the terms of this Agreement.

31. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

32. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF TAVARES

By:_____
Title:*

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

_____
Misty Alderman, DEP Grant Manager

_____
DEP QC Review

FEID No.: 59-6000438

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (6 Pages)
Attachment	B	Payment Request Summary Form (2 Pages)
Attachment	C	MBE/WBE Procurement Reporting Form (3 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Progress Report Form (1 Page)
Attachment	F	Special Audit Requirements (5 Pages)
Attachment	G	Disclosure of Lobbying Activities (2 Pages)
Attachment	H	Lobbying and Litigation Certificate (1 Page)
Attachment	I	Quality Assurance Requirements (14 Pages)
Attachment	J	Contract Provisions (4 Pages)
Attachment	K	Regulations (1 Page)

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: City of Tavares Stormwater Improvements (Pond and Piping)

PROJECT FUNDING: $750,000 (319 Grant Funds) + $750,000 (Legislative Appropriation Funding) = $1,500,000

PROJECT LOCATION: The City of Tavares is located in northern Lake County (County) within Central Florida. It is bound by Lake Eustis to the north, Lake Dora to the south, the City of Eustis to the east and Lake Harris to the west. The Grantee's Downtown Community Redevelopment Area (CRA) is an area encompassing approximately 400 acres of land area including public roadway rights-of-way, and is comprised of the Central Business District, the Lake Dora waterfront, single-family neighborhoods, and regional commercial corridors. Lake Dora, located on the CRA's southern boundary, is considered part of the Upper Oklawaha River Basin (UORB). Lake Dora has been established as impaired and the Department has established TMDL's for TP. The existing stormwater system provides minimal treatment of stormwater runoff, therefore, it contributes to the pollutant loading into Lake Dora. Reducing the discharges of TP into the basin will help achieve water quality standards in Lake Dora. This load reduction will help maintain designated uses established by the Department for recreation, as well as for the propagation and maintenance of a healthy, well-balanced population of fish and wildlife.

Project Objectives: To improve the water quality in Lake Dora, a stormwater interceptor will divert stormwater from the seven (7) existing direct outfalls into Lake Dora into a stormwater treatment pond. The project will contribute to the reduction of the Department implemented TMDL for TP. The primary objective of the project is to reduce TP and Total Suspended Solids (TSS) from the stormwater runoff prior to discharging into Lake Dora and surrounding wetlands. The project will also be used to inform and educate the public about stormwater pollution issues.

Project Design: To improve the water quality in Lake Dora and the UORB, the Grantee is going to implement a treatment project to control runoff in the southern portion of the CRA. The lack of stormwater treatment negatively affects the water quality within Lake Dora and its surrounding wetlands. This adversely impacts quality of life, community vibrancy, and economic development in the City of Tavares.

This project includes several actions identified in the BMAP for the implementation of TMDL reduction efforts adopted by the Department in the UORB BMAP as activities which will move the targeted water bodies closer to compliance with the TMDL limits. Among these are the stormwater retrofits (drainage upgrades), Urban Structural BMP's (stormwater treatment ponds), as well as community stormwater education. The overall project is located in the southern part of the CRA.

This project is a portion of a larger multi-faceted approach to improve the conveyance and stormwater treatment capacity within the southern portion of the CRA. Additional improvements that this project will enable include a combination of upsized and new stormwater pipes, and ultimately reducing the number of outfalls to Lake Dora. This project focuses on improvements to treatment through construction of the new stormwater treatment pond and an interceptor pipeline to divert direct runoff into Lake Dora, which will remove as much as 90 lb/year of phosphorus from entering the lake.

The area for the pond is an existing County-owned wetland system located to the south of the County jail. The County and the Grantee have signed an interlocal agreement that allows the Grantee to use the land for the stormwater treatment pond. The property does not have any conservation easements attached to it. Therefore, it could be considered for creation of a stormwater treatment pond. The primary purpose of the pond will be for the reduction of TP and TSS. A second identified purpose is for the future augmentation of the Grantee's reclaimed water system, which will enable even further removal of pollutants from Lake Dora by reducing discharge volumes (diverting them to the Grantee's water reclamation facility).

The stormwater treatment pond will provide treatment for the southern part of the CRA and will be designed as an off-line system. An interceptor pipe is proposed along Ruby Street along with diversion structures at the crossing of each of the discharge lines leading to the seven existing outfalls into Lake Dora. The initial, first flush of runoff would be intercepted and directed to the treatment pond. Once the stormwater treatment pond filled to its design stage, then

the subsequent runoff will be routed to the Dora Canal. This overflow discharge enters the Dora Canal near Lake Dora; however, the natural flow will convey the discharge north along the canal to Lake Eustis, a non-impaired water body. As part of a future project, the seven (7) existing outfalls into Lake Dora will be reduced to four (4).

A constructed, floating wetland consisting of aquatic plants in a Floating Mat Treatment System (FMS) will be incorporated in the stormwater treatment pond as a second BMP to remove TP. The FMS can provide nutrient-processing functions similar to wetlands with large root surface area exposed in the water column. The floating plant root system provides adequate area for microbial colonization, filtration, sedimentation, and plant nutrient uptake. Nutrients fixed either in plant roots or shoots are removed from the aquatic system as plants are harvested. Harvesting of the biomass and replanting the FMS is an essential process of the BMP to remove phosphorus from the system and will be performed on an annual basis. This harvested tissue may then be used as a nutrient source if properly composted. One commercial vendor of FMS is Beemats. A conservative estimate of the anticipated removal efficiencies for TP from the FMS is 20% using the Department's Managed Aquatic Plant System (MAPS) design criteria (a 20% to 40% TP removal credit is proposed).

The control orifice of the pond establishes the difference between the permanent pool and the treatment volume. Typically, the control elevation is determined by the average of the mean annual high and mean annual low elevation of the tailwater. In this case, Dora Canal near Lake Dora is the receiving water body that would establish the tailwater condition. Based on the (Lake Dora) lake stage data and the elevation conversion, the average tailwater elevation is 61.91 North American Vertical Datum (NAVD). For this preliminary design, the control orifice elevation will be set at 62.0 NAVD. The pond overflow elevation will be set at 64.5 NAVD. The pond will provide sufficient permanent pool volume for both the existing and future condition (167% and 110% respectively). It also provides sufficient treatment volume for the existing condition (127%).

The anticipated removal efficiencies for TP from the stormwater treatment pond are estimated at 61.5% using the St. John's River Water Management District (SJRWMD) Lake Apopka Hydrologic Basin Pollutant Loading Analysis. Removal efficiencies for TSS are estimated at 67% using the National Pollutant Discharge Elimination System (NPDES) description of wet ponds provided at: http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm?action=factsheet_results&view=specific&bmp=68

This system includes the construction of the following estimated quantities:

- Stormwater Treatment Pond with 6700 square feet of FMS islands
- 1551 linear feet of 24-inch, 30-inch and 36-inch reinforced concrete pipe (RCP)
- Associated structures (manholes and inlets)
- 390 linear feet of 24" outfall with control structure and 170 linear feet of 30-inch RCP outfall with control structure to discharge into Lake Dora.

Project Support: Lake County has provided their support to the Grantee for this project, by providing the land for the stormwater treatment pond. An interlocal agreement between the Grantee and the County provides permission to use the land. The Grantee has also received interest/support for this project from the Lake County Water Alliance and the Lake County Water Authority. The Lake County Water Alliance is made up of 14 municipal water utilities and Lake County. The Lake County Water Authority was created in 1953 for the following purposes:

- Controlling and conserving the freshwater resources of Lake County.
- Fostering and improving the tourist business in the county by improvements to streams, lakes and canals in the county.
- Providing recreational facilities for the tourists, citizens and taxpayers of the county by a more efficient use of the streams, lakes and canals in the county.
- Improving the fish and aquatic wildlife of the county by improving the streams, lakes and canals in the county.
- Protecting the freshwater resources of Lake County through assisting local governments in the treating of stormwater runoff by conserving freshwater to improve the streams, lakes and canals in the county.

Public Outreach: A stormwater education campaign will be initiated in conjunction with the construction to heighten awareness of the stormwater system and the pollution it carries to Lake Dora. The Grantee will install a sign near the stormwater treatment pond within public right-of way that will provide information on the project. The sign will also

display/educate with information about Lake Dora, nonpoint source pollution associated with stormwater, ways the project is working to reduce this pollution, and ways the residents and business owners can also help contribute to the reduction. In addition to the sign, the Grantee will install decals throughout the stormwater system that read "Only Rain Down the Drain" or a similar phrase. The decals will include a phone number will be provided where residents and business owners can report unauthorized dumping into the stormwater system. The Grantee will conduct no less than four (4) outreach demonstrations that discuss the benefits of the stormwater treatment pond as a BMP to reduce TP and TSS. In addition the demonstrations will educate the public on ways local residents and business owners can help contribute to reducing non-point source pollution.

Effectiveness Monitoring: The effectiveness of the stormwater treatment pond treatment will be measured by recording the influent and effluent concentrations of specified parameters. The interceptor's primary function is to divert untreated runoff from Lake Dora into a new stormwater treatment pond. The Grantee will conduct a characterization of both the influent and effluent channels to determine the best sampling technique.

TASKS and DELIVERABLES:

TASK 1: Design/Permitting/Bidding

DESCRIPTION: The design will include an updated hydraulic analysis of the stormwater system to supplement the design phase activities. The finding of the report resulting from this analysis will identify the stormwater pond treatment capacity and confirm the interceptor and outfall pipe sizes. Design drawings and specifications will be prepared, based upon the results of the updated hydraulic analysis. Design drawings will include portions of the stormwater interceptor, stormwater treatment pond, and outfall structures and will be used for bidding of the project and securing the required Environmental Resource Permit (ERP). A Joint ERP application will be submitted to the SJRWMD. Meetings will be conducted with the appropriate agencies SJRWMD and United States Army Corps of Engineers (USACE). Permitting will include wetland delineation, coordination with the agencies, permit application package development and submittal, and confirmation of overall impact. Permitting will also include right-of-way permits through Lake County and the Florida Central Railroad.

DELIVERABLES: Copy of design; copy of permits; copy of bid package.

PERFORMANCE STANDARD: Approval of final design is contingent upon approved permits.

Department funding is not requested for this task.

TASK 2: Construction/BMP Implementation

DESCRIPTION: After a contractor has been selected as part of the competitive bidding process, the project as described in the design drawings will be constructed. Construction will include the stormwater treatment pond including excavation, grading and restoration and installation of the FMS. Construction will include installation of 1551 linear feet of 24-inch, 30 inch, and 36-inch reinforced concrete pipe, and associated manholes and inlets. This task will also include one 390 linear foot 24" outfall with control structure and one 170 linear foot 30-inch RCP outfall with control structure to discharge into Lake Dora. The outfalls are replacing existing structures to be removed.

DELIVERABLES: Stormwater treatment pond and FMS constructed as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

PERFORMANCE STANDARD: The Department's Grant Manager will review the deliverables to verify that the construction was completed in accordance with the approved design and permits.

TASK 3: Quality Assurance Project Plan

DESCRIPTION: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable # 3a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed, prior to Final QAPP submittal.

Deliverable # 3b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.
Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Task 4: Monitoring
DESCRIPTION: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task # 3).
Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.
Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

TASK 5: Public Education
DESCRIPTION: A permanent 6-foot by 6-foot sign made of aluminum with vinyl overlay that stands approximately 15-feet tall will be installed near the stormwater treatment pond within public right-of way that for the purposes of education about the project and the surrounding natural resources. In addition to the sign, the Grantee will install decals throughout the stormwater system that read "Only Rain Down the Drain" or a similar phrase the decals will be installed on the 20 inlets. Additional decals will be added during future stormwater improvement projects, as inlets are replaced. The Grantee will conduct no less than four (4) outreach demonstrations that discuss the benefits of the stormwater treatment pond as a BMP to reduce TP and TSS. Two (2) meetings for residents will be conducted at the Grantee's Utility Administration Building located at 100 Captain Haynes Road Tavares, FL 32778. The meetings will be conducted to provide information to residents about the project that discuss the benefits of the stormwater treatment pond as a BMP to reduce TP and TSS. Two (2) meetings for business owners will be conducted at the Grantee's City Council Chambers located at 201 E Main St. Tavares, FL 32778. The meetings will be conducted to provide information to the business owners about the project that discuss the benefits of the stormwater treatment pond as a BMP to reduce TP and TSS. The Grantee will post information about the meetings on their website (www.tavares.org) and will provide advertising flyers to the public to be placed at City Hall. The Grantee will also announce upcoming meetings during the prior City Council meeting. In addition, the demonstrations will educate the public on ways local residents and business owners can help contribute to reducing non-point source pollution.
DELIVERABLES: Photographs of the installed sign and decals; flyers from the outreach demonstrations;
PERFORMANCE STANDARD: The Department's Grant Manager will review the photographs and flyers to ensure they meet all the requirements of the task description.

TASK 6: Final Report
DESCRIPTION: The Grantee will submit to the Department a Final Report. The Final Report is intended to capture the outcome and results of the project, including all tasks included in this project. This shall include, where applicable, why a BMP did not obtain or exceed the expected removal efficiency; any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and more. The Final Report template, available from the Department's Grant Manager, should be followed as much as possible.
DELIVERABLES: Draft final report; one hard copy and one electronic copy of the approved final report.
PERFORMANCE STANDARD: The Department's Grant Manager will review the draft final report and provide comments to the Grantee and review the Final Report to ensure all comments were addressed and for compliance with all of the requirements in this Agreement.

TIMELINE:

Task Number	Task Description	Start	Complete
1	Design/Permitting/Bidding	2/2012	3/2/15
2	Construction/BMP Implementation	3/2/16	7/31/17
3	QAPP		
4	Post-Implementation Monitoring	8/1/17	11/31/17
5	Public Education	11/31/15	7/31/17
6	Final Report	7/31/17	8/15/17

TOTAL PROJECT TIMELINE: The task must be completed and all deliverables received by the end of each task timeline. For the 319(h) grant funded and required match funded tasks, if there are any conflicts between the completion dates in the task timeline below and the grant end date, 9/30/17, then the grant end date is controlling.

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Task Name	Category	DEP Funding (Section 319)	DEP Funding (Legislative Appropriation Match)
2	Construction/ BMP Implementation	Contractual	$695,000	$750,000
		TOTAL FOR TASK	$695,000	$750,000
4	Monitoring	Contractual	$30,000	$0
		TOTAL FOR TASK	$30,000	$0
5	Public Education	Contractual	$10,000	$0
		TOTAL FOR TASK	$10,000	$0
6	Final Report	Contractual	$15,000	$0
		TOTAL FOR TASK	$15,000	$0
		TOTAL:	$750,000	$750,000
TOTAL PROJECT COST:			$1,500,000	

AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 6
SUBJECT TITLE: Award of Bid for the Delaware Stormwater Drainage Improvements

OBJECTIVE:

To approve the recommended low bidder for the Delaware Stormwater Drainage Improvements and authorize the City Administrator to execute a contract with Paqco, Inc. in the amount of $169,858.75.

SUMMARY:

The Banning Beach area of Tavares is one of the older sections of the City. This area was developed with the use of swales along the roadways for storm water control. Over the years these swales have filled in with mulching, causing flooding issues on Maine Court, Virginia Court, Carolina Court and Delaware Street. Over the years the residents in this area have continued to contact the City about unacceptable conditions after heavy rainfalls. In 2015 the Utility Department developed a design to restore the proper swale and drainage system for this area. Adequate funding was approved in the current budget.

The Maine Court roadway has severely deteriorated due to the age of the bituminous and the excessive ponding of storm water after a rain event. This street has been identified for first year remediation in the 5-year Pavement Management Program. An additional concern with this street is the very large cul-de-sac island, making it very difficult for our waste collection vehicles to negotiate. Public Works, in conjunction with the Utility Department, will be responsible for that portion of the project that addresses the reconstruction of the roadway and cul-de-sac, estimated at $32,515. Funding was approved in this year's budget for Public Works.

Two (2) bids were received with Paqco being the lowest bidder.

1) Paqco $169,858.75
2) Hartman Civil Construction $247,000.00

OPTIONS:

Option #1 **Move to** Approve the Bid Award to Paqco, Inc. in the amount of $169,858.75
Option #2 Do not Approve the Bid Award to Paqco, Inc. in the amount of $169,858.75

STAFF RECOMMENDATION:

Option #1 Move to approve the Bid Award to Paqco, Inc. in the amount of $169,858.75

FISCAL IMPACT:

$137,343.75 to come from the Stormwater Budget, Future Projects Account 64-25 and $32,515.00 to come from the Public Works Street Division budget Account 63-30..

LEGAL SUFFICIENCY: Legally Sufficient

America's Seaplane City™

CITY OF TAVARES
MINUTES OF BID OPENING
March 3rd, 2016
Bid No. 2016-0009
Delaware-Main Drainage Improvements

TAVARES CITY HALL

PRESENT

John Rumble, Purchasing Manager
Jason Spann Stormwater Supervisor

Mr. Rumble noted today's date as Thursday, March 3, 2016. This is the opening of submission packages received in response to Bid No. 2016-0009, for ***Delaware-Main Drainage Improvements***

There were two proposals received,

1) PaqCo — $169,858.75
   101 Weber Ave
   Leesburg ,Fl. 34748

2) Hartman Civil Construction — $247,000.00
   7379 Whippoorwill Terrace
   Hernando Fl. 34442

It was noted the packages would be evaluated and recommendations presented to City Council.

Respectfully submitted,

John Rumble
Purchasing Manager

2016-0009

Mail Date: City of Tavares, Florida

TAVARES

America's Seaplane City

INVITATION TO BID

201 East Main St.
Tavares, Florida 32778
(352) 742-6400
Fax (352) 742-6351
Website: http://www.tavares.org

Bid No.: 2016-0009

Bids Due: **Thursday March 3rd**
2:00 PM

Bidder's Name & Address:

PAQCO, INC
101 WEBER AVE
LEESBURG, FL 34748

FOR: CITY OF TAVARES BID NUMBER 2016-0009

Bids are due in the City Hall by 2:00 pm on Friday, Thursday March 3rd. Proposals will be opened and publicly read aloud at the City Council Chambers, City of Tavares, 201 East Main St, Tavares, Florida at **2:05 pm**, on **the same date**. Proposals must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

This completed form must appear as the top sheet for all bids submitted. A Bid Bond is **required** and may be in the form of a Bond, Cashier's Check or Certified Check.

Amount of Bid Bond five percent (5%) of total bid	$ 8,992.93
Total Amount of Bid or Base Bid	$ 169,858.75

All Items Bid?	Yes ✓	No ___
Bidder's Certifications?	Yes ✓	No ___
Addendum Acknowledgement?	Yes ✓	No ___
Signature Form?	Yes ✓	No ___
Subcontractor Listing?	Yes ✓	No ___
Material Suppliers or Manufacturers?	Yes ✓	No ___
Schedule of Bid Items?	Yes ✓	No ___
Statement of Experience?	Yes ✓	No ___
References?	Yes ✓	No ___
Bid Bond?	Yes ✓	No ___

The Bidder's breakdown of the Unit Price Bid according to the descriptions in the following table shown below.

DELAWARE STREET - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	2,500.00	2,500.00
LAYOUT & SURVEY	1	LS	1,500.00	1,500.00
EROSION CONTROL	1	LS	1,500.00	1,500.00
CLEAR & GRUB	1	LS	1,500.00	1,500.00
DEMOLITION	1	LS	2,000.00	2,000.00
12" PVC STORM	240	LF	30.00	7,200.00
12" MES	7	EA	450.00	3,150.00
TYPE C INLET	2	EA	1,750.00	3,500.00
DRIVEWAY REPLACEMENT	500	SF	7.00	3,500.00
SWALE CUT & GRADE	575	SY	4.25	2,443.75
FINISH GRADE & SOD	575	SY	5.00	2,875.00
		TOTAL		31,668.75

MAINE COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	2,500.00	2,500.00
LAYOUT & SURVEY	1	LS	1,500.00	1,500.00
EROSION CONTROL	1	LS	1,500.00	1,500.00
CLEAR & GRUB	1	LS	2,000.00	2,000.00
DEMOLITION	1	LS	2,600.00	2,600.00
12" PVC STORM	400	LF	30.00	12,000.00
12" MES	13	EA	450.00	5,850.00
TYPE C INLET	1	EA	1,750.00	1,750.00
DRIVEWAY REPLACEMENT	500	SF	7.00	3,500.00
SWALE CUT & GRADE	875	SY	4.00	3,500.00
FINISH GRADE & SOD	875	SY	4.00	3,500.00
		TOTAL		40,200.00

MAINE COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
ROADWAY DEMOLITION	100	SY	27.50	2,750.00
12" LIMEROCK BASE	60	SY	40.00	2,400.00
1-1/2" SP 12.5 ASPHALT	1,470	SY	17.00	24,990.00
TYPE D CURB	95	LF	25.00	2,375.00
		TOTAL		32,515.00

CAROLINA COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	2,500.00	2,500.00
LAYOUT & SURVEY	1	LS	1,500.00	1,500.00
EROSION CONTROL	1	LS	1,500.00	1,500.00
CLEAR & GRUB	1	LS	1,000.00	1,000.00
DEMOLITION	1	LS	2,000.00	2,000.00
12" PVC STORM	320	LF	30.00	9,600.00
12"x18" MES	10	EA	450.00	4,500.00
TYPE C INLET	1	EA	1,750.00	1,750.00
DRIVEWAY REPLACEMENT	600	SF	7.00	4,200.00
SWALE CUT & GRADE	500	SY	4.00	2,000.00
FINISH AND GRADE SOD	500	SY	4.25	2,125.00
		TOTAL		32,675.00

VIRGINIA COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	2,500.00	2,500.00
SURVEY & LAYOUT	1	LS	1,500.00	1,500.00
EROSION CONTROL	1	LS	1,500.00	1,500.00
CLEAR & GRUB	1	LS	1,000.00	1,000.00
DEMOLITION	1	LS	2,000.00	2,000.00
12" PVC STORM	240	LF	30.00	7,200.00
12" MES	3	EA	450.00	1,350.00
TYPE C INLET	3	EA	1,750.00	5,250.00
DRIVEWAY REPLACEMENT	500	SF	7.00	3,500.00
SWALE CUT & GRADE	400	SY	4.25	1,700.00
FINISH AND GRADE SOD	400	SY	4.50	1,800.00
12"X18" ERCPW/MES(2)	1	L.S.	3,500.00	3,500.00
		TOTAL		32,800.00

GRAND TOTAL	169,858.75

Bid amounts shall include sales tax and all other taxes and fees. All prices for materials shall be quoted as in place in accordance with the specifications and drawings therein.

1 *Bidder's mobilization, bonds, insurance, and general requirements shall be included in bid item No. 1 "Mobilization"*
2. *Bidder's overhead and profit shall be included and pro-rated to each item as bid.*
3. *All table items must be completed to specifications included in the permits and construction plans.*
4. *Unit explanation: LS = Lump Sum; CY = Cubic Yards; LF = Linear Feet, SY = Square Yard, EA = Each, AC= Acre*

The award of the contract shall be in accordance with the INSTRUCTIONS TO BIDDERS and shall be as best serves the interest of the City of Tavares.

2016-0009

Mail Date: **City of Tavares, Florida**

INVITATION TO BID

201 East Main St.
Tavares, Florida 32778
(352) 742-6400
Fax (352) 742-6351
Website: http://www.tavares.org

Bid No.: **2016-0009**

Bids Due: **Thursday March 3rd**
2:00 PM

Bidder's Name & Address:

Hartman Civil Construction Co., Inc.
7379 N. Whippoorwill Terrace
Hernando, FL 34442

FOR: CITY OF TAVARES BID NUMBER 2016-0009

Bids are due in the City Hall by 2:00 pm on Friday, Thursday March 3rd. Proposals will be opened and publicly read aloud at the City Council Chambers, City of Tavares, 201 East Main St, Tavares, Florida at **2:05 pm**, on **the same date**. Proposals must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

This completed form must appear as the top sheet for all bids submitted. A Bid Bond is **required** and may be in the form of a Bond, Cashier's Check or Certified Check.

Amount of Bid Bond five percent (5%) of total bid	$ 12,350.00
Total Amount of Bid or Base Bid	$ 247,000.00

All Items Bid?	Yes	X	No	___
Bidder's Certifications?	Yes	X	No	___
Addendum Acknowledgement?	Yes	X	No	___
Signature Form?	Yes	X	No	___
Subcontractor Listing?	Yes	X	No	___
Material Suppliers or Manufacturers?	Yes	X	No	___
Schedule of Bid Items?	Yes	X	No	___
Statement of Experience?	Yes	X	No	___
References?	Yes	X	No	___
Bid Bond?	Yes	X	No	___

2016-0009

The Bidder's breakdown of the Unit Price Bid according to the descriptions in the following table shown below.

DELAWARE STREET - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	$3000.00	$3000.00
LAYOUT & SURVEY	1	LS	$2500.00	$2500.00
EROSION CONTROL	1	LS	$2500.00	$2500.00
CLEAR & GRUB	1	LS	$2500.00	$2500.00
DEMOLITION	1	LS	$3000.00	$3000.00
12" PVC STORM	290	LF	$40.00	$11,600.00
12" MES	10	EA	$750.00	$7500.00
TYPE C INLET	1	EA	$1500.00	1500.00
DRIVEWAY REPLACEMENT	1500	SF	$5.00	$7500.00
SWALE CUT & GRADE	400	SY	$10.00	$4000.00
FINISH GRADE & SOD	400	SY	$8.00	$3,200.00
		TOTAL		$51,700.00

MAINE COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	$3000.00	$3000.00
LAYOUT & SURVEY	1	LS	$2500.0	$2500.00
EROSION CONTROL	1	LS	$2500.0	$2500.0
CLEAR & GRUB	1	LS	$2500.0	$2500.00
DEMOLITION	1	LS	$3000.0	$3000.00
12" PVC STORM	330	LF	$50.00	$16500.00
12" MES	13	EA	$750.00	$ 9000.00
TYPE C INLET	1	EA	$1500.00	$1500.00
DRIVEWAY REPLACEMENT	2500	SF	$5.00	$12,500.00
SWALE CUT & GRADE	500	SY	$10.00	$5000.00
FINISH GRADE & SOD	600	SY	$8.00	$4800.00
		TOTAL		$63,800.00

MAINE COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
ROADWAY DEMOLITION	1500	SY	$4.50	$6750.00
12" LIMEROCK BASE	100	SY	$40.00	$4000.00
1-1/2" SP 12.5 ASPHALT	1450	SY	$20.00	$29,000.00
TYPE D CURB	100	LF	$20.00	$2,000.00
		TOTAL		$41,750.00

CAROLINA COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	$2500.00	$2500.00
LAYOUT & SURVEY	1	LS	$2500.00	$2500.00
EROSION CONTROL	1	LS	$2500.00	$2500.00
CLEAR & GRUB	1	LS	$2500.00	$2500.00
DEMOLITION	1	LS	$2500.00	$2500.00
12" PVC STORM	300	LF	$40.00	$12000.00
12"x18" MES	9	EA	$750.00	$6750.00
TYPE C INLET	1	EA	$1500.00	$1500.00
DRIVEWAY REPLACEMENT	1500	SF	$5.00	$7500.00
SWALE CUT & GRADE	350	SY	$10.00	$3500.00
FINISH AND GRADE SOD	400	SY	$8.00	$3200.00
		TOTAL		$46,950.00

VIRGINIA COURT - CONSTRUCTION COST ESTIMATE				
ITEM DESCRIPTION	**QUANTITY**	**UNITS**	**UNIT COST**	**AMOUNT**
MOBILIZATION	1	LS	$2500.00	$2500.00
SURVEY & LAYOUT	1	LS	$2500.00	$2500.00
EROSION CONTROL	1	LS	$2500.00	$2500.00
CLEAR & GRUB	1	LS	$2500.00	$2500.00
DEMOLITION	1	LS	$2500.00	$2500.00
12" PVC STORM	260	LF	$40.00	$10400.00
12" MES	4	EA	$750.00	$3000.00
TYPE C INLET	3	EA	$1500.00	$4500.00
DRIVEWAY REPLACEMENT	1500	SF	$5.00	$7500.00
SWALE CUT & GRADE	250	SY	$10.00	$2500.00
FINISH AND GRADE SOD	300	SY	$8.00	$2400.00
		TOTAL		$42,800.00

GRAND TOTAL	$247,000.00

Bid amounts shall include sales tax and all other taxes and fees. All prices for materials shall be quoted as in place in accordance with the specifications and drawings therein.

1. *Bidder's mobilization, bonds, insurance, and general requirements shall be included in bid item No. 1 "Mobilization"*
2. *Bidder's overhead and profit shall be included and pro-rated to each item as bid.*
3. *All table items must be completed to specifications included in the permits and construction plans.*
4. *Unit explanation: LS = Lump Sum; CY = Cubic Yards; LF = Linear Feet, SY = Square Yard, EA = Each, AC= Acre*

The award of the contract shall be in accordance with the INSTRUCTIONS TO BIDDERS and shall be as best serves the interest of the City of Tavares.

Orlando Sentinel
OrlandoSentinel.com
Order ID: 3911989

GROSS PRICE * : **$140.06**

* Agency Commission not included

PACKAGE NAME: Lake

Product(s): Lake Zone, Affidavit, Floridapublicnotices.com, Classifieds.OS.com_Legals
AdSize(s): 1 Column,
Run Date(s): Sunday, January 24, 2016
Color Spec. B/W

Preview

ADVERTISEMENT FOR
Drainage And Street Improvements for the City of Tavares

BID NO. 2016-0009

Separate sealed Bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 E. Main Street, Tavares, FL 32778, so as to be received not later than 2:00 pm, (Local Time) on Thursday March 3, 2016.

Please provide one (1) original and four (4) copies and one (1) digital copy (preferably in PDF format). Digital copy may be submitted up to one week after bid close. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 pm. The Project work to be performed under this Contract includes, but is not limited to:

To improve Drainage and Surface condition of the following streets located in the City of Tavares:

1. Delaware Street Stormwater Drainage
2. Maine Court Stormwater Drainage
3. Maine Court Street Resurface
4. Carolina Court Stormwater Drainage
5. Virginia Court Stormwater Drainage

All Items to be bid separately 2016-0009

All contactors intending to bid on

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AdSize(s): 1 Column,
Run Date(s): Sunday, January 24, 2016
Color Spec. B/W

Preview

ADVERTISEMENT FOR
Drainage And Street Improvements for the City of Tavares

BID NO. 2016-0009

Separate sealed Bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 E. Main Street, Tavares, FL 32778, so as to be received not later than 2:00 pm, (Local Time) on Thursday March 3, 2016.

Please provide one (1) original and four (4) copies and one (1) digital copy (preferably in PDF format). Digital copy may be submitted up to one week after bid close. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 pm. The Project work to be performed under this Contract includes, but is not limited to:

To improve Drainage and Surface condition of the following streets located in the City of Tavares:

1. Delaware Street Stormwater Drainage
2. Maine Court Stormwater Drainage
3. Maine Court Street Resurface
4. Carolina Court Stormwater Drainage
5. Virginia Court Stormwater Drainage

All items to be bid separately 2016-0009

All contactors intending to bid on

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 7
SUBJECT TITLE: Council approval for FY2016-2017 Community Development Block Grant Application Submittal

OBJECTIVE:

Approval for the City to apply for the FY2016-2017 Community Development Block Grant (CDBG) in the amount of $75,000 for the purpose of road improvement.

SUMMARY:

The Lake County Department of Community Services is requesting proposals for Community Development Block Grant (CDBG) Program funding for FY2016-2017. The maximum funds per application have been set by Lake County at $75,000. This program provides grant funding to Urban County Partners for the purpose of improving the quality of life in those areas identified with low to moderate household incomes. Previously approved CDBG funded projects have included construction and repair of sidewalks, accessible ramps and a brick alleyway.

Staff is seeking Council approval to apply for the FY2016-2017 CDBG with funding in the amount of $75,000 for the purpose of road improvement. This is a non-matching grant. CDBG applications are due to Lake County Community Services by March 29, 2016.

OPTIONS:

Option #1: Move to authorize the City to apply for the FY2016-2017 CDBG with funding in the amount of $75,000 for the purpose of road improvement.

Option #2: Do not authorize the City to apply for the FY2016-2017 CDBG with funding in the amount of $75,000 for the purpose of road improvement.

STAFF RECOMMENDATION:

Option #1: Move to authorize the City to apply for the FY2016-2017 CDBG with funding in the amount of $75,000 for the purpose of road improvement.

FISCAL IMPACT: 100% grant funded up to $75,000 with no match required.

LEGAL SUFFICIENCY: Legally sufficient

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

TAB NO. 8 **FINAL READING**
SUBJECT TITLE: Ordinance 2016-04
Small Scale FLUM Amendment to Mixed Use Neighborhood
South of Lake Dora Drive between Disston and Dora Avenues

OBJECTIVE:

To consider a Future Land Use Map amendment from Low Density Residential to Mixed Use Neighborhood of a combined total of approximately 2.91 acres of land generally located on the southeast corner of Lake Dora Drive and Disston Avenue.

SUMMARY:

Ordinance 2016-04 proposes small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan. This amendment will change the Future Land Use designation of these lands to Mixed Use Neighborhood. The purpose of this amendment is to provide and recognize transitional land uses between the city's established Commercial Downtown and easterly residential neighborhoods.

The combined area of the subject property is approximately 2.91 acres in size, has multiple owners and includes the following addresses and parcel alternate key numbers:

Alt Key	Property Addresses
1379555	111 SOUTH DISSTON AVE
1689759	107 SOUTH DISSTON AVE
1379547	426 LAKE DORA DR

An ordinance to rezone these properties to Mixed Use has concurrently been approved.

Future Land Use Amendment/Compatibility

These properties abut the east boundary of the City's Commercial Downtown District. Properties on the north side of Lake Dora Drive are designated a mix of Public Facility, Industrial and Mixed Use Neighborhood. Two of the subject lands are residential in nature, although an existing Historic Bed & Breakfast Establishment stands out as an incompatible existing non-residential use. The City is seeking this amendment to:

1. Establish a transition zone to buffer downtown commercial land uses from single family land uses. This strategy is suggested by the City's Downtown Master Plan and was used to buffer the northern boundary of the city's downtown from existing residential neighborhoods.
2. To provide an opportunity to redevelop or repurpose these lands to low intensity commercial uses that compliment and support our growing downtown economy.

Site Conditions

All of the parcels in the subject area, other than the mentioned Bed & Breakfast Establishment, contain large historic single family homes. The City's Mixed Use zonings allow single family dwellings as a permitted use as well as low intensity commercial or office uses. It should be noted that the owners of these three parcels support this Future Land Use Amendment.

Impact on City Services

All of the parcels are currently served with municipal water and sewer and any future development would be required to use these utilities. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. It is anticipated that this amendment will not implicate any significant increase on Levels of Service.

FINDINGS

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

1. A Mixed Use Neighborhood Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of future development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

OPTIONS

1. That City Council moves to approve Ordinance 2016-04.
2. That City Council moves to deny the proposed Future Land Use Amendment.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approval Ordinance 2016-04.

PLANNING & ZONING BOARD RECOMMENDATION:

On January 21st the Planning & Zoning Board voted unanimously to reject Ordinance 2016-04. It should be noted that the proposed Amendment has been scaled down from 10.95 acres to only 2.91 acres resulting in support from the owners of the parcels affected.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2016-04

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON A COMBINED TOTAL OF APPROXIMATELY 2.91 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF LAKE DORA DRIVE, BETWEEN DISSTON AND DORA AVENUES; FROM RESIDENTIAL LOW DENSITY TO MIXED USE NEIGHBORHOOD; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tavares is initiating an amendment to the Tavares Comprehensive Plan Future Land Use Map 2020 to change the designation of the properties identified in Exhibit A from Low Density Residential to Mixed Use Neighborhood; and

WHEREAS, the City of Tavares has advertised in accordance with Florida State 166.041 for two public hearings, as is its option, prior to adoption of this ordinance; and

WHEREAS, the city's Downtown Master Plan generally encourages a Mixed Use buffer to act as a transition between the highly active Commercial Downtown and neighboring Single Family residential areas of our downtown; and

WHEREAS, Mixed Use zonings that allow low intensity commercial and office uses and single family and multi-family uses are permitted within the Mixed Use Neighborhood Future Land Use designation; and

WHEREAS, these types of land uses would not only permit existing residential uses but would also provide an opportunity to redevelop or repurpose these lands to uses that compliment and support our growing downtown economy; and

WHEREAS, designating these land as Mixed Use Neighborhood under the City's Comprehensive Plan is consistent with the existing mix of Land Uses of properties on the north side of Lake Dora Drive specifically Public Facilities, Industrial and Mixed Use Neighborhood; and

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

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

WHEREAS, a Mixed Use Neighborhood Future Land Use designation is compatible with surrounding future land use designations; and

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

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

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

WHEREAS, adoption of this amendment is in the best interest of the health, safety, and general welfare of the citizens of Tavares;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Tavares, Florida as follows:

Section 1. Future Land Use Amendment

The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares, Florida, is hereby amended to reflect a designation of Mixed Use Neighborhood on certain real properties as legally described in **Exhibit "A"** and as shown on the Location Map attached hereto. All provisions of the Comprehensive Plan shall hereby apply to said property.

Section 2. Severability and Conflicts

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

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

Section 3. Transmittal

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

Section 4. Effective Date

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

PASSED AND ADOPTED this _____day of _____, 2016 by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Second Reading & Final Adoption: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

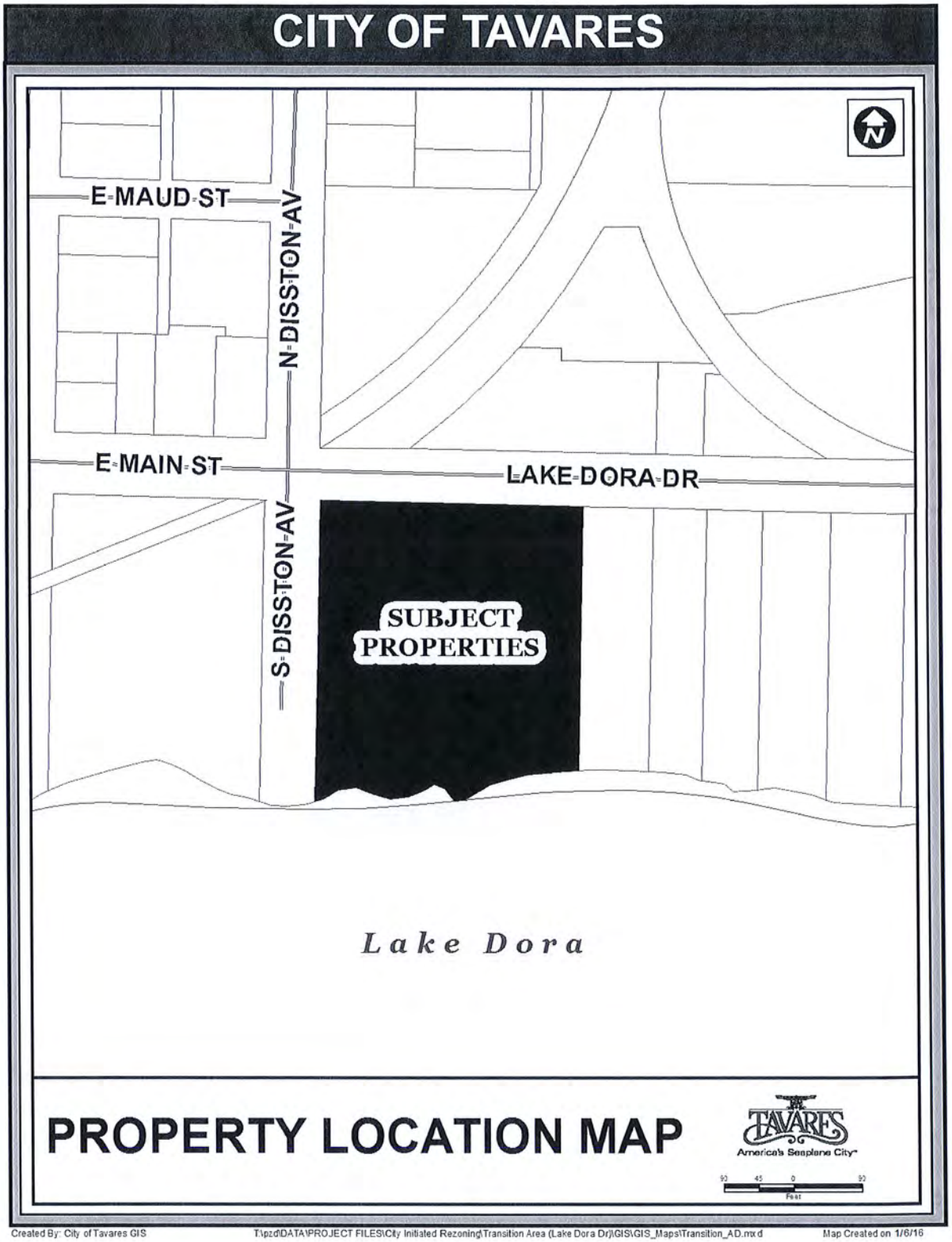
EXHIBIT A

TAVARES ST CLAIR-ABRAMS EXT SUPPLEMENTAL PLAT LOT 16 BLK 27, GOV PLAT 1 PG 28, ORB 556 PG 92 ORB 1603 PG 2254, ALTERNATE KEY 1379555, 111 SOUTH DISSTON AVE

TAVARES, ST CLAIR-ABRAMS EXT SUPPLEMENTAL PLAT LOT 17 BLK 27,GOV PLAT 1 PG 28, ORB 689 PG 1589 ORB 1603 PG 2251, ALTERNATE KEY 1689759, 107 SOUTH DISSTON AVE

TAVARES, ST CLAIR-ABRAMS EXT SUPPLEMENTAL PLAT LOT 15—LESS E 15 FT--BLK 27 GOV PLAT 1 PG 28, ORB 3157 PG 458, ALTERNATE KEY 1379547, 426 LAKE DORA DR

LOCATION MAP



CITY OF TAVARES - PROPERTY LOCATION MAP

PROPERTY LOCATION MAP

TAVARES
America's Seaplane City

170 85 0 170
Feet

DRAFTED BY: CITY OF TAVARES GIS

T:\pzd\DATA\PROJECT FILES\City Initiated Rezoning\Transition Area (Lake Dora Dr)\GIS\GIS_Maps\Transition_LOCPP.mxd

MAP CREATED ON 1/6/16

CITY OF TAVARES ORDINANCE # 2016-04

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

TAVARES
America's Seaplane City

FUTURE LAND USE MAP

ORDINANCE # 2016-04

Lake Dora Dr.

Current FLU: LOW
Proposed FLU: MUN

02.91 ± Acres

Legend

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

Orlando Sentinel
Publication Date: 02/29/2016

Ad Number: 3992747-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W

Client Name: / PO# Mike Fitzgerlad
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E004/LAK
Description: County ad

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Don't limit your dog's water, even if it seems like there's something wrong

Steve Dale
My Pet World

The North American Veterinary Conference may be the largest veterinary conference on the planet with more than 8,000 veterinary professionals receiving continuing education, teaching and learning about new products. The experts, who attended Jan. 16-20 in Orlando answered your reader questions.

Question: We took in a 2-year-old beagle/dachshund looking dog who was dumped in the country. He obviously had a tough life, and he was filled with fleas, suffered an injured tail, and was very fearful. He's now more confident and free-flea, and his tail is better.

Recently, we noticed he began to drink excessively, often throwing up after drinking, and is urinating often. He's neutered.

Our dog understands going outside, but he urinates large amounts of urine in the house. He urinates in the crate, too.

He wants water constantly, as we have limited his water intake. He acts likes he dying of thirst. What could be wrong? – R.B.,Trivoli, Ill.

Answer: So sad, this guy has gone through so much and now this.

"Definitely this dog requires detailed blood work, including kidney and liver values, and electrolytes," says American Animal Hospital Association veterinary adviser Dr. Heather Loenser, who is based in Lebanon, N.J.

The most concentrated urine is first thing in the morning, so try to catch your dog's first urine and then deliver the sample to the clinic, or bring the dog into the clinic before he urinates.

"I definitely would not limit his water," Loenser says. "You'll just need to take him out more often, until this is figured out, as your dog is attempting to keep himself hydrated. Perhaps, you can hire a dog walker. As for what's wrong, there are many possibilities. If your veterinarian can't figure it out, consider an internal medicine specialist."

Q: My almost 17-year-old cat had a failing heart and kidneys and was under geriatric care, and died after eating grass. She died six weeks after eating the grass. Though, she was ailing and I admit if it wasn't for eating the grass she wouldn't have lived that long anyway. The grief of losing a pet for so many years is bad enough, but I feel I poisoned my cat by allowing her to eat the grass. The feeling is unbearable. — J. E., Henderson, Nev.

A: I am sorry for your loss.

"Many cats routinely enjoy eating grass, and when you purchase cat grass, there typically isn't a danger," says Dr. Lauren Demos, incoming president American Association of Feline Practitioners.

Did this cat eat grass outside? "Sometimes cats that are not feeling well will attempt to self-medicate by eating grass," adds Demos. "Therefore, it's likely there was an underlying issue – which perhaps you do know about."

Demos, who is in Waterford, Mich., says, "People make associations, which may be perfectly natural to do, but not very accurate." So, if you offer a new treat to a cat and your cat throws up – it might be the treat, but it doesn't mean it is.

"You have no reason to feel guilty," adds Demos. "You did not kill your cat. Clearly, you are a very caring cat owner – just the type of person to get another cat when you are ready."

Q: My 8-year-old papillon/Yorkshire terrier mix shakes whenever my wife uses our electric oven or indoor grill. There's no sound and she still shakes. What can we do? — A. L., Boca Raton

A: "For starters, understand a dog's hearing is much more acute than ours, especially higher treble and lower bass," says veterinary behaviorist Dr. Debra Horwitz of St. Louis. "It could be the dog is hearing something that makes her uncomfortable or anxious."

Horwitz, who is a contributing editor of "Decoding Your Dog" with Dr. John Ciribassi and myself (Houghton Mifflin Harcourt, New York, NY; $27) says to try to distract your dog with a treat dispensing toy, food puzzle, stuff low fat peanut butter into a toy or offer something to chew on in another part of the house before you turn on the appliance.

Not only may the dog be distracted, but also your dog may – over time – associate the electric oven or indoor grill with the treats.

Also, play music as you use the appliances – which may drown out any worrisome sound the dog may be hearing.

Horwitz adds that an Adaptil (pheromone) collar might cut any associated anxiety.

Write to Steve Dale at Tribune Media Services, 2225 Kenmore Ave., Suite 114, Buffalo, NY 14207; email petworld@stevedale.tv. Include your name, city and state. His website is stevedalepetworld.com

CALENDAR: SUPPORT GROUPS

Monday

Lake County Brain Injury Support Group, 6:30 to 8:30 p.m. the fourth Monday of each month at New Life Presbyterian Church, 201 La Vista St., Fruitland Park. Details: Barbara Castlow, 352-483-1353.

Waterman Amputee and Limb Loss Konnections (W.A.L.K.) Support Group, 6 to 7 p.m. the fourth Monday of every month, except holidays, at Florida Hospital Waterman in the Garden Conference Room B, 1000 Waterman Way, Tavares. Details: Tracey Estok, 352-253-3892.

Alcoholics Anonymous and Al-Anon support-group meetings. Details: 352-360-0960.

Alateen, 8:30 p.m., St. Edward's Episcopal Church, 460 Grandview Ave., Mount Dora.

Connection Helpline, a Christian volunteer crisis hotline serving Lake County, is available from 1 to 10 p.m. Details: 352-483-2800.

Look Good, Feel Better, 1:30 to 3:30 p.m. the second Monday of each month at Florida Hospital Cancer Institute, Waterman Conference Room. Details: Evadne Tsolo, 352-253-3605.

Moms on Motherhood support group, 10 to 11:30 a.m. the first and third Monday of each month at Golden Triangle YMCA, 1465 David Walker Road, Tavares. Details: Jackie Burgess, 352-253-3367.

Teen Progress Therapy Group, 6 to 7:30 p.m. at 418 W. Alfred St., Suite 4, Tavares. Cost: $20. Call ahead for evaluation. Details: 352-742-8133.

Haven support group for sexual-assault and domestic-violence victims. For location and details: 352-787-5889.

Overeaters Anonymous, 7 p.m. each Monday at Unity of Leesburg Church, 826 E. Dixie Ave. Details: 352-751-1879.

Narcotics Anonymous, 11 a.m. at Crossroads II, 115 Citrus Ave., Eustis, and 8 p.m. at Tavares Church of Christ, Alfred and Joanna streets. For 24-hour helpline and information, call 352-319-5617.

Tuesday

Alzheimer's and related dementia caregivers support group, 2 p.m. the second Tuesday of every month at Leesburg Regional Medical Center North Campus Rehab and Nursing Center, 700 N. Palmetto St. The group offer resources and care-giving tips. Details: Cheryl Fletcher, 352 409-5360.

The Lake-Sumter Intergroup of Alcoholics Anonymous in American Sign Language Come to Believe Group, meets at 7 p.m. every Tuesday in St. Timothy Catholic Church, 1351 Paige Place, The Villages. Details: 352-360-0960 or intergroup@embarqmail.com.

Breast-feeding support groups, 10 a.m. the fourth Tuesday of each month at the following locations: Clermont Health Center, 875 Oakley Seaver Drive. Details: Ann Love, 352-394-3464, Ext. 2016; the Women, Infant and Children (WIC) Leesburg office, 1904 Griffin Road. Details: Natalie Dominguez, 352-315-4425, Ext. 2906; and the Women, Infant and Children (WIC) office in the Umatilla clinic, 249 E. Collins St. Details: Jennifer Bacon, 352-771-5563.

Lymphedema Support Group, 4 p.m. the third Tuesday of every month at Florida Hospital Cancer Institute in Tavares, Waterman Conference Room. Details: Pam Smith, 352-253-3892.

Grandparents Raising Grandchildren Support Group, 6:30 p.m. the first and third Tuesday of each month at W.T. Bland Public Library, 1995 N. Donnelly St., Mount Dora. Relatives who are raising children that are not their own are welcome to attend. Details: 352-735-7180 or 352-735-3439.

Gender Identity in Florida (G.I.F.T.), TransCentral Station meets the first Tuesday of each month and provides information on transgender issues. The full-time support group for real life experience meets the second Tuesday of each month and Transgender Central Florida, a support group for all transgender issues, meets the third Tuesday of each month. All meetings are at 7 p.m. at the Center, 946 N. Mills Ave., Orlando. Details: 407-228-8272.

Relative Caregivers Raising Children Support Group, 6:30 p.m. the first Tuesday of each month in the education building at First United Methodist Church, 950 Seventh St., Clermont. Family members who are raising relatives' children are welcome to attend. Child care is provided. Details: 352-394-2412.

Gastric Bypass support group, 6 to 8 p.m. the first Tuesday of each month at Yehweh's Bariatric Haven, 200 W. Main St., Leesburg. The group is for people, who are planning or those who have undergone gastric-bypass surgery. Details: 352-365-6200.

Transitions Support Group, a group which helps with changes in life situations, 6:30 p.m. the first and third Tuesday of each month in the main sanctuary parlor, Lake Square Presbyterian Church, 10200 Morningside Drive, Leesburg. Details: Marilyn Paine, 352-742-9578.

Caregiver Support Group, 2 p.m. the second and fourth Tuesday of each month at Superior Residences Assisted Living and Memory Care, 1600 Hunt Trace Blvd., Clermont. This group is for caregivers who have placed or are considering placement of a loved one. Details: Cheryl Fletcher, 352-394-5549.

Support group for mothers, 7 p.m. the second Tuesday of each month at Rejoyce Wellness Center for Women on Robie Avenue in Mount Dora. The group is for mothers who have lost a child to illness or accident. Details: Sherry Thomas, 352-636-8239 or 352-483-2586.

Al-Anon and Alateen-Support Groups, 8:30 to 9:30 p.m. each Tuesday in the fellowship hall of First Baptist Church of Umatilla, north campus. Participants and mentors are needed. Details: 352-669-6696.

Los Tres Amigos, 7 and 8:30 p.m. each Tuesday at 7 Cauthen Circle, Leesburg. Details: 407-240-1181.

Cancer Support Group, 2 and 6 p.m. the first Tuesday of each month at Rejoyce: A Wellness Center for Women, 2705 Robie Ave., Mount Dora. Fee: $5 for nonmembers, free for members.

Cancer Support Group, 7 p.m. the second Tuesday of each month, 927 Seventh St.; affiliated with First United Methodist Church, Clermont. Details: 352-394-8401.

Connection Helpline, a Christian volunteer crisis hotline serving Lake County, is available from 1 to 10 p.m. Details: 352-483-2800.

Alzheimer's Association support group, 3 p.m. the last Tuesday of each month at the Lake Eustis Care Center, 411 W. Woodward Ave., Eustis. Details: 352-357-3565.

Alcoholics Anonymous support-group meetings. Details: 352-360-0960.

Al-Anon, 8 p.m., Wildwood group, Wahoo Historic Site, County Road 48, Wahoo. Details: 352-787-2340.

Alateen, 7 p.m. at First Christian Church, Fifth Avenue, Mount Dora; 8 p.m., Wahoo Historic Site, County Road 48, Wahoo.

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3396974

THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-04 titled as follows:

ORDINANCE 2016-04

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON A COMBINED TOTAL OF APPROXIMATELY 2.91 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF LAKE DORA DRIVE, BETWEEN DISSTON AND DORA AVENUES; FROM RESIDENTIAL LOW DENSITY TO MIXED USE NEIGHBORHOOD; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2016-04 will be considered at the following public meetings:

1. Tavares City Council meeting on March 16, 2016, at 4 p.m. (Second Reading)

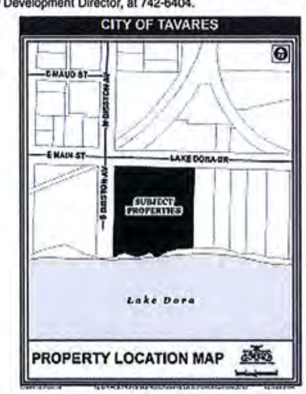
All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2016-04 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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

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



belk senior DAY
MODERN. SOUTHERN. STYLE.
TUESDAY, MARCH 1
IF YOU'RE 55 & OLDER, IT'S YOUR DAY TO SAVE!

If you're 55 or older, take an extra 20% off storewide, or 15% off in our home & shoes departments, with your Belk Rewards Card or any other form of payment, on your sale and clearance purchases. *Excludes Earlybirds, Night Owls, Doorbusters, Bonus Buys, Super Buys, Everyday Values, All Clad, Angelica, Antelope, Assets, Baby Gear, Better & Designer Intimates, Birkenstock, Bonobos, Breville,

SENIOR DAY
TUESDAY, MARCH 1
WITH YOUR BELK REWARDS CARD
OR ANY OTHER FORM OF PAYMENT
EXTRA 20% OFF*
SALE & CLEARANCE

Jacques Skutt stated that staff could look at alternatives for allowing the Duncan House to operate as a business.

Bill Stomp stated opposition to the rezoning and that the rezoning of the properties along Lake Dora Dr. seemed to be over reaching to accommodate the Duncan House property. He supports the idea of the Duncan House being redeveloped.

Morris Osborn asked if the Duncan House property could be split to allow 2 homes.

Jacques stated that it was a possibility.

Richard Root and Bill Stomp commended the audience for their participation.

Gary Santoro asked the City Attorney if comments and suggestions made by the P&Z Board in support of the Duncan House could be taken into consideration by City Council.

Attorney Williams stated that comments and recommendations may be considered.

Morris Osborn suggested that the owners / representatives of the Duncan House petition the City of Tavares for changes to that property specifically.

MOTION
Mr. Root made a motion to recommend denial of Ordinance 2016-03 with a recommendation that the Duncan House be addressed separately. Mr. Thomas seconded the motion. The motion for denial passed 6-0.

4) Ordinance 2016-04 - Lake Dora Dr. Properties - LSFLUM

City Attorney Williams stated that because the Planning & Zoning Board had recommended denial of Ordinance 2016-03 that a review of the proposed land use change would not be necessary and that the Planning & Zoning Board may proceed with a motion for Oridinance 2016-04.

MOTION
Mr. Root made a motion to recommend denial of Ordinance 2016-04 with a recommendation that the Duncan House be addressed separately. Mr. Thomas seconded the motion. The motion for denial passed 6-0.

There was no further business and the meeting adjourned at approximately 4:19 p.m.

Respectfully submitted,

_____
Michael Fitzgerald, Development Coordinator

AGENDA SUMMARY
TAVARES CITY COUNCIL
March 16, 2016

AGENDA TAB NO. 9
SUBJECT TITLE: Approval of Contract with Michael Pape & Associates.

OBJECTIVE:

To receive Council's approval to enter into a contract with Michael Pape & Associates for construction oversight of the Caroline Street Landscaping and Related Streetscaping Improvements in the amount of $62,000.

SUMMARY:

In 2010, City Council selected BESH Engineering as the top ranked firm to perform the Engineering Design of the Alfred/Caroline one-way design project. A second component of this project was to develop a "standardized' streetscaping plan that the city could use to uniformly restore our downtown streets as we systematically refurbish our underground infrastructure systems. This "themed" design included carefully selected landscaping with appropriate irrigation, branded furnishings and brick paver crosswalks and alleyways. BESH Engineering subcontracted with Michael Pape and Associates to design the streetscaping portion of this contract. Mr. Pape, PLA, city staff and Council Horizon Committee member (Lori Pfister) met many times to review the options which ultimately produced a Final Approved Streetscaping Plan in 2012.

In 2013, the one/way pair reconstruction of Alfred and Caroline was put out for bid and ultimately awarded to Dewitt Construction. The Streetscaping portion of the project was entered as a bid alternate since the cost of this work had to be funded solely by the City. The City of Tavares chose to allow the County to complete the basic road construction with the intent to phase in the streetscaping as funding became available. Under the 2015-2016 Approved Budget, Tavares has approved funds to complete the Caroline Street Streetscaping. This will include landscaping, irrigation, brick paved crosswalks, accents and themed furniture. Phase Two, Alfred Street, has been suggested as a priority for next year.

The unique skills and time needed to insure that this signature project is completed to perfection requires the services of a professional Landscape Architect to oversee the work. Mr. Pape, PLA not only designed the project but he has the proven ability to oversee projects of this complexity and magnitude. The City of Tavares has a continuing contract with this firm.

A copy of the service contract is attached to this report.

The projected total of the contract is $62,000.

OPTIONS:

1. That City Council moves to instruct the City Administrator to execute the construction oversight contract with Michael Pape & Associates for the Streetscaping of Caroline Street.
2. That City Council does not execute the contract.

STAFF RECOMMENDATION:

That City Council moves to approve the proposed contract with Michael Pape & Associates for construction oversight of the Caroline Streetscaping project.

FISCAL IMPACT:

$450,000 has been allocated in this year's budget for this project through Debt Proceeds, Capital Improvement Revenue Note 2016 with Hancock Bank. There are sufficient funds to cover this contract.

LEGAL SUFFICIENCY;

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

MPA

MICHAEL PAPE & ASSOCIATES, PA

LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE

March 2, 2016

PROPOSAL

TO: Mr. Jacques Skutt
Community Development Director
City of Tavares, Florida

FR: Michael E. Pape, PLA

RE: Services for Caroline Street Landscaping and Related Streetscape Improvements

I appreciate the opportunity to present this proposal for services pursuant to your request, based on the City's interest in implementing the phased improvements for Caroline and Alfred Streets, including the landscaping, pedestrian crosswalks, and street furnishings. These improvements were designed with the roadway construction plans prepared by BESH and MPA in 2013, but were not installed at that time due to budget limitations. As beneficial as the construction of this one-way pair has been to improving traffic flow in downtown Tavares, it is great to know that these important finishing improvements may now be added to enhance the project's aesthetics and walkability. As I understand, you are considering implementing these improvements in two phases based on budget allocations, with Caroline Street being the first phase and Alfred Street being the second phase.

Based on the several conversations we have had, and my review of the as-built drawings from the completed road construction, I am presenting this proposal for the required services necessary to administrate the bidding and construction of the first phase of improvements on Caroline Street, to meet the objectives you have explained. The proposal has been drafted to clearly outline those objectives as they relate concisely to the overall scope of services, and to each task entailed.

Scope of Improvements and Overall Objectives

As you have explained, the scope of the improvements will include the landscaping and irrigation, the brick pedestrian crosswalks, and the site furnishings (the benches and trash receptacles that have been selected by the City), all of which were part of the original plans but were deferred from the initial construction due to budget limitations.

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The overall objectives of the services we will provide are to insure that the plans and bid documents clearly and accurately indicate the work being bid, based on existing conditions and current intent; to conduct the bid process per applicable policies and standards to procure qualified and competitive bids for the required work; and to administrate the construction work to insure that the completed project meets the highest standards in conforming with the project plans and specifications.

Phase I Construction Limits

The first phase of construction will include Caroline Street, from its south/east terminus—including the traffic island at Alfred and Disston, and the block of Disston between Alfred and Caroline—to its north/west terminus west of Barrow Avenue, to the point just east of the traffic island at which Caroline Street merges with Alfred Street in a two-way alignment. The project limits are illustrated by Exhibit A.

Updating of Plans Required

As you know, I conducted an initial field inspection of the project area, comparing it with the original plans. I observed many locations where the actual construction had changed from the plans to some degree (which is not unexpected with road projects). I then acquired the detailed as-built drawings which had been submitted by the road contractor for the entire project, and overlaid them with the original plans. This confirmed that numerous changes had occurred during the course of construction, creating significant differences between the original landscape plans and the areas that currently exist. These changes occurred throughout the plans, entailing both small and not so small variations in the layout and dimensions of the paved (sidewalk) and unpaved (landscape) areas that substantially affect not only quantities of plant materials, but many aspects of the design as well; for example, certain locations that previously allowed trees or palms are now too small to accommodate them. Such changes in landscape areas directly affect the irrigation system layout and design. As-built changes may also affect some of the pedestrian crosswalks and previously designed locations of site furnishings.

In order that the plans for construction accurately reflect the as-built conditions and the forms and quantities of materials—so that the plans can be properly bid and constructed—this scope of work will need to include updating the plans. We could certainly do that only for Caroline Street as required for the first phase, but as you and I have discussed, the logic and efficiency of updating the entire plan set at the present time makes the most sense. This proposal is based on that approach, and will entail the following tasks:

Task 1: Update Base Data, Design, and Construction Documents

1. Using the AutoCAD files for the as-built drawings of the original roadway construction (which have been provided to MPA from BESH), we will update the base plans for the original landscape design with the correct and current geometry of the entire Caroline and Alfred Streets project area.

2. We will make all necessary corrections and revisions to the original landscape layout for the entire project area, redesigning areas as necessary to conform to the revised sidewalk/landscaped areas and spaces, and updating all aspects of the planting design and plant selections to conform to best to the current and existing conditions; the revised design will be drafted to finalize the updated plans.

3. Based on the updated landscape layout, we will recalculate all plant quantities as required to be accurately reflected on the updated landscape plans.

4. Based on the updated landscape plans, we will redesign the irrigation system to adjust it correctly to the updated layout, and the revised design will be drafted to finalize the updated plans. *Note: It is assumed that all specified irrigation sleeves per the original plans were installed with the road construction, with no need to specify jacking and boring of lines in lieu of sleeves being available to access all irrigated areas.*

5. We will add the pedestrian crosswalks and all pertinent details for their construction from the original civil plans to the landscape plans, making any design adjustments required due to the as-built changes.

6. We will add the site furnishings (benches and trach receptacles) and all pertinent details for their placement and installation from the original civil plans to the landscape plans, with any design adjustments required due to the as-built changes.

7. We will update the projects specifications and bid requirements as necessary for bidding and construction of the plans. This will address not only the technical specifications but the performance requirements for construction logistics, including the City's parameters for road closures and the submittal of a maintenance of traffic (MOT) plan upon the award of the contract, subject to City approval.

8. We will prepare an itemized opinion of probable cost (estimate) based on the final updated construction plans.

9. Time is allotted in this task for the normal and expected project coordination and administration with Staff and other parties from whom input and information may be

required; we have specifically engaged BESH—as the engineers of record for the pedestrian crosswalks—to provide cost input and review to vet the details of including those improvements in the construction plans and specifications. While the need is not definitively known, we have allotted time to attend one (1) Council meeting for presentation and review of the work included in this Task.

Task 2: Bid Coordination and Review

1. Upon the city's approval of the final updated construction plans, we will coordinate with the City on the bidding of the project, including whether the intent would be to bid both phases of the project at one time, even though the construction is intended to be done at separate times. *Note: As the time required would be the same either way, it will be the City's prerogative to decide whether to bid just the first phase (Caroline Street) or both phases (Caroline and Alfred), to be completed at separate times per a specified schedule.*

2. We will conduct or participate in a Pre-Bid Conference pursuant to the stipulations of the City's procurement policies and the statutorial requirements for publicly bidding the project. We have specifically engaged BESH—as the engineers of record for the pedestrian crosswalks—to participate in the bid process to address any details related to those improvements. Also, BESH will address the City's parameters for road closures during construction of the crosswalks, in order that the bidders fully understand the provisions they must make in their bids for the MOT plan, which will require City approval for award of the contract.

3. We will provide information and responses for RFIs and Addenda during the bid process.

4. We will participate with the City in the review and evaluation of the bids received for the work, in order to determine the lowest qualified bidder for whom the recommendation of the award of contract would be made.

5. Time is allotted in this task for the normal and expected project coordination and administration with Staff and other parties from whom input and information may be required. While the need is not definitively known, we have allotted time to attend one (1) Council meeting for presentation and review of the bids and recommended award of the contract.

Task 3: Construction Administration

1. Upon award of the contract for the first phase of construction, we will conduct a Pre-Construction meeting; BESH has been engaged to participate with MPA in the meeting

to address issues relative to construction of the pedestrian crosswalks, and to the MOT plan logistics.

2. During the course of construction, we will conduct weekly coordination meetings with the contractor and Staff, onsite or at a designated City office, as the case may require. Based on the time and personnel involved in these meetings, this task provides an allotment of up to 72 hours over the projected construction period of 12 weeks.

3. We will provide additional construction administration consisting of site visits to observe and check the work in progress, provide review and direction on specific issues that arise, and provide quality assurance inspections for designated aspects of the work as defined in the job specifications. Although MPA cannot predict or control the time required of us by the contractor(s) or by situations that arise on the project, for the basis of a time allowance for these purposes, an average of two to three site visits per week over the projected construction period of 12 weeks—for a total of up to 96 hours—has been allotted for this task.

4. We will review and process requests for payment by the contractor (on whatever payment schedule is approved by the City), based on completed/approved work, submitting Certifications for Payment accordingly for each application for payment.

5. On the premise that the contractor shall be responsible for maintenance of all work until the entire project is substantially compete—with the exception of approved and accepted portions of the work that must be accepted and turned over to the City for public use, such as the pedestrian crosswalks, upon which re-opening sections of the streets will depend—we will provide one (1) final inspection of the project upon determination of substantial completion, and will generate a punchlist of any deficiencies requiring correction for final acceptance.

6. After a stipulated period during which all punchlist items shall have to be completed by the contractor, we will provide one (1) re-inspection of the project's punchlist items to confirm their proper completion. Upon this confirmation, we will issue a Certificate of Final Completion, at which time the project will be officially accepted and turned over for maintenance to the City, and the contractor's warranty period shall commence.

7. Time is also allotted in this task for the normal and expected project coordination and administration with Staff and other parties during the construction of the first phase. While the need is not definitively known, we have allotted time to attend one (1) Council meeting for presentation and review of the job progress during the duration of the construction.

COST OF SERVICES

Our fees are always based on the estimated actual time required to perform our work, which requires us to give very thoughtful consideration to what the tasks entailed will really require. This is very different—and much fairer to our clients—than setting fees as a percentage of construction costs. It also requires us to make sure that we adequately cover services for projects like this that focus on construction administration, because we cannot really know or control the amount of time that is required by the contractors or the circumstances that arise during the course of construction. On this basis, MPA's fees are projected as follows:

Task 1 - Update Base Data, Design, and Construction Documents: $19,600

(Based on a projected total of **152** personnel hours and an estimated average hourly rate of **$125**, plus 3% for reimbursable expenses.)

Task 2 - Bid Coordination and Review: $10,200

(Based on a projected total of **60** personnel hours and an estimated average hourly rate of **$165**, plus 3% for reimbursable expenses.)

Task 3 - Construction Administration: $32,200

(Based on a projected total of **232** personnel hours and an estimated average hourly rate of **$135**, plus 3% for reimbursable expenses.)

Project Total: $62,000

Note: As described in each task, MPA has engaged BESH to provide limited services during the course of the project, as specifically related to the brick pedestrian crosswalks and the MOT issues. A direct cost sum of $6,000 has been included in the above fees, covering up to 40 hours of BESH time for the project, with no markup by MPA.

Additional Services

This proposal is based on the implementation of the first phase of the construction, entailing the Caroline Street area per Exhibit A, although the entire project may be covered in the bid process as per Task 2. Because our fees are based on the hours required to perform this scope of work, any tasks or service not included in this proposal—including the addition of items of design and construction other than those identified in this proposal, the repetition of any task at the request of the City (re-conducting the bid process, for example), the

addition of other areas or tasks, and requested project or Council meetings in excess of those for itemized—would be considered additional, and subject to prior authorization would be billed separately, simply to cover the effort involved. The additional charges would be based on the same time and expense basis by which we determine our project fees, as covered in the attached Schedule of terms.

Acceptance

We will consider this proposal accepted and proceed with the work upon your notification. We are prepared to meet all scheduling requirements. If the City requires this agreement for services to be in some other standard form, we are certainly pleased to comply with the City's requirements and policies.

Thanks again... I am excited about the benefits of this project for enhancing the Caroline – Alfred Streets project, and I look forward to continuing our service to the City of Tavares.

ACCEPTED:

_____	_____
Signature	Date
_____	_____
Name typed or printed	For

Attachments: Schedule of Terms
Exhibit A – Project Area

SCHEDULE OF TERMS

1. ACCEPTANCE OF PROPOSAL

This Proposal may be subject to renegotiation if acceptance is not within 45 days. If an extension is desired, MPA should be notified prior to this period. Upon Client's acceptance, this Proposal becomes the Agreement between MPA and the Client. The fees and terms shall remain in force and effect for the duration of the project or the term otherwise proposed, but may be subject to revision at any time thereafter for work additional to the agreed scope of work.

2. FEES AND CHARGES

a. Standard hourly rates for 2016 - 2017 are as follows:

Principal	$185 per hour
Associate Principal	$145 per hour
Registered Landscape Architect/Sr. Associate	$125 per hour
Construction Administrator/ Senior Associate	$115 per hour
Landscape Architect Designer/Associate	$100 per hour
Senior CADD Technician	$70 per hour
CADD Technician	$60 per hour
Clerical	$45 per hour

Expert testimony, court appearances and depositions will be charged at 1 1/2 times the listed hourly rates.

b. Reimbursable expenses are in addition to the fee for services and shall include expenditures made in the interest of the project. Current expense item rates are:

Mileage:	At Cost ($ .54/mi., or per IRS)
Prints, blackline:	$1.00/ea (or cost, if less)
Plots: Bond	$3.50/ea (or cost, if less)
Color	$10.00/ea (or cost, if less)
Copies:	$ .20/ea (or cost, if less)
Other reproduction; postage/delivery costs; travel expense; permitting fees, or other direct expenses requested or authorized by the Client:	At Cost

c. Consultants engaged by MPA for project services shall be billed at *actual cost*, unless other arrangements are included as part of the Proposal.

3. PAYMENTS

a. Where applicable, the requested retainer is payable upon execution of the Agreement. The payment will be credited to final billing for services under the Agreement or an extension of the Agreement.

b. Payment for services will be billed upon completion of services, or on a monthly basis as appropriate, unless another schedule is arranged. Payments are due within fourteen days after the bill is rendered, and payment not made within 30 days from the date upon which the bill is rendered will bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid.

c. The Client agrees to pay the reasonable cost of collection for payments which fail to be made under the terms of the Agreement including attorney's fees and court costs.

4. GENERAL TERMS

a. The Agreement may be terminated upon a seven-day written notice at any time by either party. In the event of termination, full payment shall be made for services performed to termination date, including reimbursable expenses then due.

b. All claims, disputes and other matters in question regarding construction design errors or omissions relating to services rendered shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties resolve otherwise. Notice to demand for arbitration shall be filed within a reasonable time after the matter has arisen, with the other party to the Agreement and with the American Arbitration Association. The decision of the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

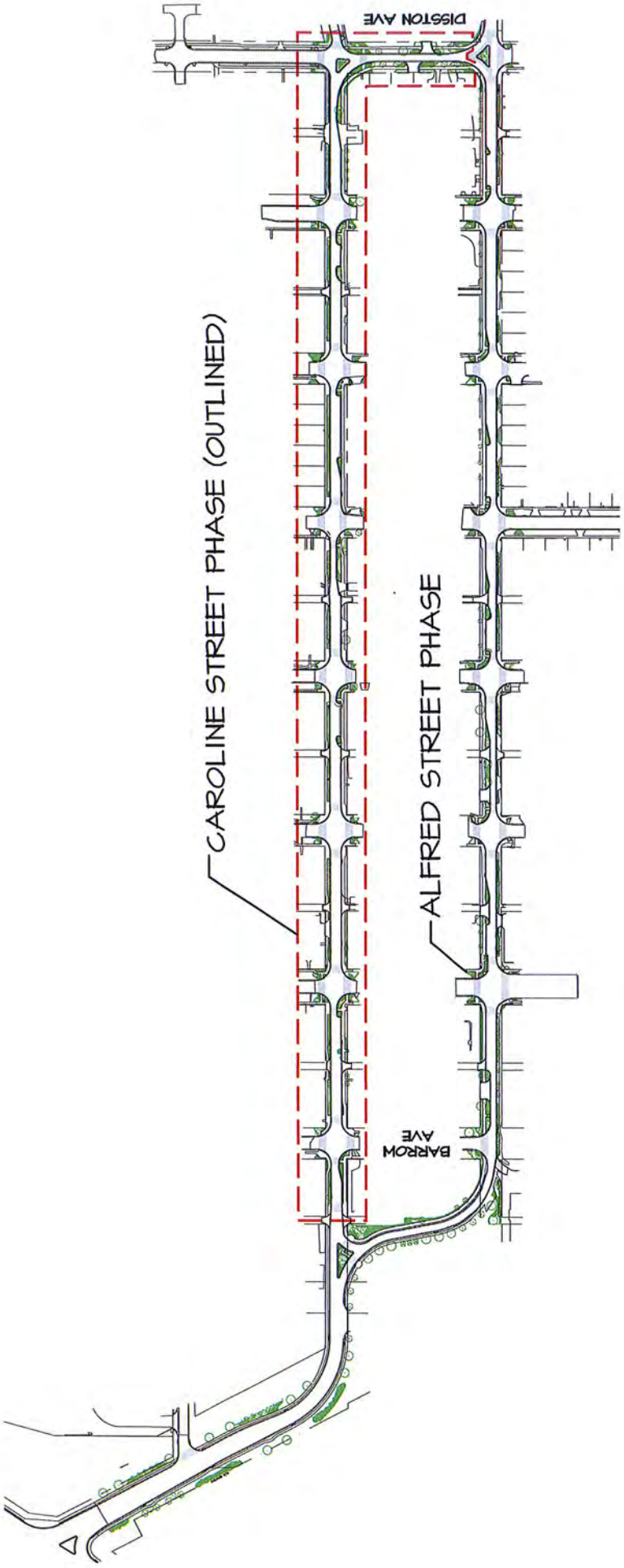
c. Accurate credit for MPA is required whenever the project is published or exhibited. Specific authorization is required for all publicity which utilizes MPA's name in connection with project promotion.

d. As instruments of service, all documents including original drawings, estimates, specifications, field notes, photographs, and data, are and shall remain the property of MPA, unless specifically provided for otherwise by agreement. Reuse of certain documents shall require permission by MPA and may entitle MPA to further compensation at a rate to be agreed upon by the client and MPA.

e. Whereas MPA has no control over construction costs, the estimates of cost for the project provided for herein are to be made on the basis of experience and qualifications and represent best judgments as design professionals familiar with the construction industry, but MPA cannot and does not guarantee that costs of construction will not vary from its estimates.

f. The client and MPA each binds himself and his partners, successors, executors, administrators, and assigns to the other party this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement; except as above, neither the client nor MPA will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the client or MPA.

EXHIBIT A


DISSTON AVE
CAROLINE STREET PHASE (OUTLINED)
ALFRED STREET PHASE
BARROW AVE