

AGENDA  
TAVARES CITY COUNCIL

SEPTEMBER 8, 2010  
4:00 P.M.  
TAVARES CITY HALL COUNCIL CHAMBERS

**I. CALL TO ORDER**

**II. INVOCATION & PLEDGE OF ALLEGIANCE**

Bernice Odums, St. Johns Free Methodist Church

**III. APPROVAL OF AGENDA**

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

**IV. APPROVAL OF MINUTES**

Tab 1) City Council Minutes - deferred

**V. PROCLAMATIONS/PRESENTATIONS**

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

**VII. CONSENT AGENDA**

Tab 2) Interlocal with Lake County for Hurricane Debris Removal      Chris Thompson

Tab 3) Request to Approve a Memorandum of Understanding      Bill Neron  
    regarding Disbursement of the Local Match for  
    Replacement of the Dora Canal Bridge

Tab 4) Agreement with Florida Central Railroad for Wooton Park      Bill Neron  
    Fiber Optic Crossing

**VIII. PUBLIC HEARING – FISCAL YEAR 2011 MILLAGE & BUDGET – 5:05 P.M.**

Tab 5) Resolution #2010-09 – Tentative Millage Rate - 2010/2011      Lori Houghton

Tab 6) Resolution #2010-10 – Tentative Budget – 2010/2011      Lori Houghton

**IX. GENERAL GOVERNMENT**

Tab 7) Authorization to Request a Grant from TDC for Pier and Pavilion Project	John Drury
Tab 8) Water Hydraulic Model Report – Royal Harbor	Brad Hayes
Tab 9) Award of Bid for Aesop’s Park Restrooms	Tammy Rogers
Tab 10) Code Enforcement Procedures & Notification Process	Stoney Lubins
Tab 11) Amendment to Interlocal Agreement with Lake County for Design, Construction and Maintenance of a Segment of Alfred St.	Jacques Skutt
Tab 12) Appointment of Councilmember to Location of Gateway Signs Team Project	Mayor Wolfe

**X. OLD BUSINESS**

**XI NEW BUSINESS**

**XII. AUDIENCE TO BE HEARD**

**XIII. REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**contiguous** – Sharing a common boundary.

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

**DCA – Department of Community Affairs**

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

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

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

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

**FDOT – Florida Department of Transportation**

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

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

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

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

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

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

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

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

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

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

**PUD – Planned Unit Development**

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

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

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

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

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

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

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

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

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 2**

**SUBJECT TITLE: Agreement with Lake County for the Collection of Storm Debris from Streets and Rights of Way**

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**OBJECTIVE:**

**To consider the approval of an agreement with Lake County for the collection of storm debris.**

**SUMMARY:**

During the 2004 Hurricane Season, Lake County and the City of Tavares entered into an agreement to utilize the County's Disaster Debris Contractor to remove and dispose of disaster related debris from the public rights of way within Tavares corporate limits.

Attached is a new agreement that has been updated to reflect the current policies of Lake County, the Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA). The County has advised that the City is welcome to accept or decline the attached agreement and if approved, that the City may also choose to have the County remove all or only a portion of the debris after the storm event.

If approved, the City will make a written request to the County after the storm event to request storm debris removal using the County's debris-hauling company and monitoring consultant. The City may elect at the time to have the County remove debris in only a section of the City, however, the written request must stipulate at the onset where the removal will occur and reference a legal description.

As the Federal Emergency Management Agency (FEMA) and the Federal Highway Administration place strict requirements on the local government for debris removal including monitoring, weighing, measuring, contracting, and documenting all debris activities, this interlocal agreement will allow the City to provide speedy removal of debris to residents without the need to dedicate City resources to monitor, measure, weigh, and document these tasks.

It is important to note that all previous agreements will be presented to the Board of County Commissioners for termination in the near future.

**OPTIONS:**

- 1) Move to approve the Agreement with Lake County for the collection of storm debris
- 2) Do not approve the Agreement with Lake County for the collection of storm debris.

**STAFF RECOMMENDATION:**

Move to approve the agreement with Lake County for the collection of storm debris.

**FISCAL IMPACT:**

Funding Source: In most cases FEMA will reimburse most or all of the costs associated with debris removal. Costs not reimbursed by FEMA will be reimbursed by the City to the County under this agreement.

**LEGAL SUFFICIENCY:**

Legally sufficient.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA  
AND  
THE CITY OF TAVARES  
FOR  
COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY**

This Agreement is made and entered into by Lake County, a political subdivision of the State of Florida, herein "County" and the City of Tavares, a municipal corporation in the State of Florida, herein "Municipality.

**WHEREAS**, hurricanes, tornados and other similar events can cause a significant amount of debris which needs to be hauled away from public streets and right of way, and

**WHEREAS**, such events are often County-wide, affecting not only Lake County Government, but also many if not all municipal governments located in Lake County, and

**WHEREAS**, the Board of County Commissioners has contracted with private contractors to provide such services to the Lake County as well as the necessary monitoring services that are required by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other Federal, State and local authorities, and

**WHEREAS**, it may be of benefit to municipalities in Lake County to utilize the County contractor for work within such Municipality, and to have County provide the necessary monitoring, accounting, and payment applications to FEMA should a federal disaster declaration be made, and

**WHEREAS**, County is willing to allow its contractor to perform such work for Municipality, and to utilize its employees to supervise such contractor, as well as to file applications with FEMA and/or other appropriate agencies for reimbursement should such reimbursement be available under Federal Law.

**NOW THEREFORE, IT IS** agreed between County and Municipality as follows:

1) Upon receiving written request from Municipality, County agrees to collect storm debris from municipal streets and rights-of-way using the County's contracted debris-hauling company and monitoring consultant. Municipality shall have the right to request County to conduct debris removal activities in all or any part of the Municipality. Should Municipality elect to have County conduct debris removal activities in only a part of Municipality, the written request shall specify the legal description where removal shall occur. Municipality shall not conduct debris removal activities in areas of Municipality where it has requested that County perform this service. County shall not perform debris removal activities in Municipality other than along

county maintained roads, unless requested by Municipality. After written request from Municipality to proceed, Municipality shall have the right to terminate its request by providing written notice to County, however, in such case, Municipality shall be responsible for any costs and expenses incurred by County up to the date of termination.

2) In most cases, it is anticipated that FEMA and/or other appropriate agencies will be reimbursing a portion of the cost of such storm debris hauling services. In addition, it is anticipated that the State of Florida may also cover some of the remaining cost. County agrees that it shall make any payments necessary in order to have the debris hauled and monitored by its contractors, pending Federal and/or State reimbursement. Municipality agrees to reimburse County its share of the debris collection cost not covered by FEMA or the State. The calculation of each Municipality's share will be determined by the actual volume of material collected within the corporate limits of the Municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and Municipality shall agree on a complete accounting and share of costs for such debris removal.

3) Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable. Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal and/or State Agencies have authorized such pick up.

Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. County will not instruct its contractors to remove ineligible debris or debris from private property unless Municipality has agreed in writing to be responsible for the full cost of such removal and disposal.

4) County shall submit to Federal and/or State agencies applications for reimbursement for all debris picked up by County contractors within municipal limits. If Municipality has other expenses for debris removal which were expended outside this Agreement, Municipality shall submit those expenses separately to appropriate Federal and/or State agencies. Municipality shall provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.

5) This is the entire agreement of the parties. Any amendment to this Agreement must be in writing and executed by both parties. This Agreement supersedes and replaces any prior agreement relating to this subject between the parties.

6) This agreement may be terminated by the Municipality upon 30 (thirty) days written notice. County may terminate agreement upon 60 (sixty) days written notice. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred up to the date of termination.

This Agreement is effective on the date it has been executed by both parties hereto.

**COUNTY**

BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA

\_\_\_\_\_  
Welton G. Cadwell, Chairman

**ATTEST:**

This \_\_\_\_ day of \_\_\_\_\_ 2009.

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

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
Acting County Attorney

**CITY**

By: \_\_\_\_\_  
Robert Wolfe, Mayor

This \_\_\_\_ day of \_\_\_\_\_ 2010.

**ATTEST:**

\_\_\_\_\_  
Nancy A. Barnett, City Clerk

Approved as to form and legality:

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Robert Q. Williams  
City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: SEPTEMBER 8, 2010**

**AGENDA ITAB 3**

**SUBJECT TITLE: Request to approve a Memorandum of Understanding between the City, Florida Central Railroad and the Lake County Water Authority regarding disbursement of the Local Match for a \$1.3 million State grant for the Replacement of the Dora Canal Bridge**

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**OBJECTIVE:**

To have City Council to consider approval of a Memorandum of Understanding between the City, Florida Central Railroad and the Lake County Water Authority regarding the disbursement of the local match for a \$1.3 million grant to replace the Dora Canal Railroad Bridge.

**SUMMARY:**

At the Council meeting of June 16, 2010, the City Council approved the City of Tavares providing an \$84,000 share of the needed local match for the \$1.3 million Dora Canal Bridge Replacement grant with the funds coming from the City's General Fund Reserve for Contingency account.

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

The State DOT current fiscal year budget under its Strategic Intermodal System funding has currently earmarked \$1.3 million to replace the current Dora Canal Bridge which was reconstructed in the 1950's. The replacement of the Dora Canal bridge will allow for a wider span between the bridge supports which will improve water flow through the Dora Canal and improve boater safety in this congested area. The project will also allow for limited track and other improvements between the Dora Canal Bridge and the Wooton Park Train Platform.

The \$1.3 million of funding would consist of \$975,000 of State money (75%) and a required local match of \$325,000 (25%). To date, commitments for the local

match consist of \$112,500 from the Lake County Water Authority and \$128,500 from Florida Central Railroad and \$84,000 from the City of Tavares.

Since the June 16, 2010 meeting, staff has worked with the other involved agencies to develop the attached Memorandum of Understanding which provides for the process of the flow of funds relating to the local match dollars.

The Railroad Horizon Team for the City consists of Councilmember Kirby Smith, City Administrator John Drury and Economic Development Director Bill Neron. The Horizon Team after careful review believes the City of Tavares should approve the attached Memorandum of Understanding which has also been reviewed by the City's Finance Director.

**OPTIONS:**

1. To review and approve the attached Memorandum of Understanding regarding the disbursement of the local match funding for the \$1.3 million Dora Canal Bridge Replacement Grant.
2. To review and not approve the attached Memorandum of Understanding.

**STAFF RECOMMENDATION:**

The Railroad Horizon Team recommends that the Council approve the attached Memorandum of Understanding.

**FISCAL IMPACT:**

The City's local match share of \$84,000 for the Dora Canal Bridge replacement was approved by City Council on June 16, 2010.

**LEGAL CONSIDERATIONS:**

The City Attorney has reviewed the attached Memorandum of Understanding.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) sets forth the essential terms and conditions of the agreement among Florida Central Railroad Company, Inc. (the “Railroad”), the City of Tavares, Florida (“Tavares”) and the Lake County Water Authority (the “Authority”) under which the Railroad, Tavares and the Authority will apply their respective resources to secure grant funding (collectively, the “Funding”) from the Florida Department of Transportation (“FDOT”) that will allow the Railroad to replace the Dora Canal railroad bridge and perform track improvements between the railroad bridge and downtown Tavares (the “Project”). This MOU represents the commitment of the Railroad, Tavares and the Authority to proceed with the Funding and the Project consistent with the following terms:

1. The Funding.

The Railroad will secure the Funding for the Project contingent upon the Railroad’s receipt of the financial obligations set forth in Paragraph 2, below. The Funding shall only be used for the Project. The maximum Funding will be in the total amount of One Million Three Hundred Thousand (\$1,300,000) Dollars. The Florida Department of Transportation’s contribution to the Funding will be in the amount of Nine Hundred Seventy-Five Thousand (\$975,000) Dollars (the “Grant”), provided the Railroad, Tavares and the Authority provide, collectively, up to Three Hundred Twenty Five Thousand (\$325,000) Dollars (the “Local Match”).

2. Financial Contributions to and Release of the Local Match.

The total maximum financial contributions of The Railroad, Tavares and the Authority to the Local Match are as follows:

Railroad - \$128,500.

Tavares - \$84,000.

The Authority - \$112,500

The financial contributions to the Local Match shall be made in accordance with this section. The Railroad shall enter into a contract with FDOT relating to construction of the Project and the FDOT’S contribution of \$975,000 to the Project. As the Project construction progresses, the Railroad from time to time will submit cost reimbursement requests to FDOT representing the completion of the Project at the time of the billing. Upon approval of the cost reimbursement request by FDOT, the Railroad will submit a copy of the FDOT approval accompanied by supporting invoices and a copy of the payment documentation to Tavares and the Authority for payment of their proportionate share of the local match. Within thirty (30) days of receipt of the FDOT approval,

Tavares, Railroad, and the Authority shall pay the Railroad the following percentage of the approved costs:

Tavares – 6%

The Authority – 9%

The funds contributed by Railroad, The Authority, and Tavares shall be used by Railroad to cover future un-reimbursed costs for the Project.

For example, if FDOT approves a cost reimbursement in the amount of \$100,000.00, FDOT will pay the full \$100,000.00. Within thirty (30) days of the cost approval, Tavares shall pay \$6,000.00 to the Railroad, the Authority shall pay \$9,000 to the Railroad. In the event FDOT approves a cost reimbursement and there are no future costs associated with the Project, Railroad, Tavares, and The Authority shall not pay their respective percentages in accordance with this article.

Under no circumstances shall The Authority or Tavares be required to contribute above the total financial maximum contributions set forth in this paragraph. In the event the Funding is insufficient to complete the project as specified, Railroad is responsible for the payment of the additional funding. In the event there is a surplus in funding after the completion of the project, the excess shall be returned to the Authority, Tavares, and Railroad pro rata according to the contributions of each party to the extent allowed by law.

3. Description of the Project.

The Project will be developed consistent with the plans attached hereto as Exhibit A and incorporated herein (the "Plans"). The Railroad will be the owner of the Project and all equipment included within the Project.

4. Project Development Responsibilities.

The Railroad will be solely responsible for coordinating the hiring of contractors to complete the Project and will administer the Project through completion of construction. Each of the contractors shall be required to execute an agreement with the Railroad. Tavares and the Authority hereby acknowledge and agree that the role of the Railroad in the Project is to coordinate the hiring of the Contractors, administer the contracts with the Contractors, and ensure the Contractors complete the Project in substantial conformance with Exhibit A. The Railroad does not insure the long term quality or workmanship of the completed Project. During construction and following the completion of the construction of the Project, Railroad will be solely responsible for the operation and maintenance of the Project.

5. Timing; Target Dates.

It is the intention of the parties to this MOU to engage the Contractors and begin work on the Project by [insert date] . Therefore, absent factors beyond the control of Railroad, the project shall be completed by [insert date].

6. Miscellaneous.

(a) This MOU shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any countervailing choice of law principles that might otherwise apply.

(b) If this MOU contains any provisions found to be unlawful, such provisions shall be deemed to be of no effect and shall be stricken from this MOU without affecting the binding force of this MOU as it shall remain after omitting such provisions.

(c) A failure of any party to exercise any right provided for in this MOU shall not be deemed to be a waiver of any right hereunder. Any waiver by a party of a breach of any provision of this MOU shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this MOU unless and until agreed to in writing by all of the parties.

(d) All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed received: (i) if delivered by hand, then at the time of delivery; (ii) if delivered by telecopier or overnight delivery, then at the time when received; or (iii) if delivered by mail, then five business days after being mailed, certified or registered mail, with postage prepaid:

To the Parties:

Florida Central Railroad Company, Inc.  
P.O. Box 967  
Plymouth, Florida 32768  
Attention: Pete Petree

The City of Tavares, Florida  
201 E. Main Street  
Tavares, Florida 32778  
Attention: Bill Neron

Lake County Water Authority  
107 N. Lake Avenue  
Tavares, Florida 32778  
Attention: Michael Perry

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

Signed and a sealed instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

FLORIDA CENTRAL RAILROAD  
COMPANY, INC.

By: \_\_\_\_\_  
Its Mayor, Robert Wolfe

THE CITY OF TAVARES, FLORIDA

By: \_\_\_\_\_  
Its:

LAKE COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Its:

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 4**

**SUBJECT TITLE: License Agreement with Florida Central Railway for Fiber Optic Crossing at Wooton Park**

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**OBJECTIVE:**

To consider approval of an agreement with Florida Central Railway for Fiber Optic Crossing at Wooton Park for an annual fee of \$800.00.

**SUMMARY:**

The agreement with Florida Central Railway allows the City to cross the railroad tracks in order to connect the Wooton Park facilities (including video cameras, Prop Shop, etc.) to the City computer network connection

**OPTIONS:**

- 1) Approve the license agreement
- 2) Do not approve the license agreement

**STAFF RECOMMENDATION:**

Move to approve the license agreement with Florida Central Railroad for fiber optic cable access at a cost of \$800.00 per year.

**FISCAL IMPACT:**

Will be budgeted in the upcoming fiscal year budget.

**LEGAL SUFFICIENCY:**

This has been reviewed by the City Attorney.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2010 by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation with an address of 3001 Orange Avenue, Plymouth, FL 32768 (“FCRR”) and **THE CITY OF TAVARES, FLORIDA**, a political subdivision of the State of Florida with an address of P.O. Box 1068, Tavares, Florida 32778 (the “Licensee”).

### Preliminary Statement

- A. Licensee, for the economical and convenient conduct of Licensee’s business, desires to obtain from FCRR a license to use a portion of FCRR’s right of way leased to FCRR pursuant to a lease agreement between FCRR and CSX Transportation, Inc. (the “CSX Lease”), without establishing, claiming, or possessing any estate or interest therein (the “License”), for the benefit of Licensee.
- B. FCRR has the right, power and authority to enter into this License Agreement, pursuant to the CSX Lease.
- C. Licensee desires to construct and maintain an underground fiber optic cable (the “Cable”) within the License Area, defined below.

**NOW THEREFORE**, in consideration of the mutual promises contained herein the parties agree as follows:

1. GRANT OF LICENSE  
FCRR hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Cable under the FCRR’s tracks and right of way in Tavares, Florida, one hundred fifty (150’) feet East of Railroad Mile Post 24 (the “License Area”), described in Exhibit A, which is attached hereto and incorporated herein, and depicted in a set of plans entitled “City of Tavares Wooton Park Multi-Modal Project Directional Bore Fiber Optic Line” dated June 2, 2010 and prepared by Booth Ern Straughan Hiott, Inc., incorporated herein by reference (the “Plans”).
2. SUBJECT TO MASTER LEASE AGREEMENT  
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.
3. STATUS OF SUBCONTRACTORS  
For purposes of this agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Cable that is the subject of this Agreement only for the conveyance of light. Any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCRR, its successors or assigns. The Cable shall be constructed, maintained and operated by Licensee in accordance with Exhibit A and the Plans.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the said Cable shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCRR's General Manager. Any and all work shall be performed in a manner satisfactory to the FCRR. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCRR. At the sole discretion of FCRR's General Manager a flagman may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. ANNUAL FEE

Licensee shall pay to FCRR for this License, an annual license fee of **Eight Hundred Dollars (\$800), plus sales tax if applicable**. The license fee shall be payable in advance in annual payments on the anniversary date of this License for as long as this License remains in force and effect. Such annual license fee shall increase annually in proportion to the increase in the Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics issued in December preceding each anniversary date of this Agreement over such Index issued in the preceding December; provided, however, that in no event shall the annual fee be less than Eight Hundred (\$800) Dollars. In the event Licensee fails to make the aforesaid annual payment, Licensee shall be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the Cable and facilities installed shall become the property of FCRR but only after written notice from FCRR of Licensee's default and the passage of a thirty (30) day opportunity to cure such default. In the event that FCRR has failed to invoice its pricing correctly for any year, FCRR shall have the power to retroactively adjust its price for any past year to conform to that past year's proper pricing schedule. Any retroactive price increase shall be paid for by Licensee together with the annual license fee.

7. TERM

The term of the License this Agreement shall run for a period of one (1) year from the above date. Thereafter, this Agreement shall automatically renew for successive one-year periods unless or until it is terminated as provided below. In

no event shall the Term of the License or this Agreement extend beyond the term of the CSX Lease.

8. TERMINATION

Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCRR or Licensee by giving to the other party thirty (30) days advance written notice of its intention to so terminate. In the event of termination, Licensee shall remove the Cable and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost and liability.

9. GOVERNMENT REQUIREMENTS

Installation of the Cable pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Cable is to be maintained.

10. FCRR REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCRR respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCRR to move the Cable to other areas within FCRR's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Cable at the reasonable request of FCRR. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent authorized by Florida law and without waiving its right to sovereign immunity limitations, Licensee shall defend, indemnify and save FCRR and its officers, shareholders, directors, affiliates, employees and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence, existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Cable, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition.

12.2 Use of FCRR's right of way involves certain risks of loss or damage as a result of FCRR's operations. Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Cable, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCRR's operations. For purposes of this section, Licensee's property shall include the contents of the Cable as well as

property of third parties situated or placed upon FCRR's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Cable or the required depth and support for the Cable.

12.4 Without limiting the generality of other provisions contained herein, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCRR and its officers, shareholders, directors, affiliates, and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, the use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Cable; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCRR's tracks.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCRR and its affiliates harmless shall also extend to FCRR's affiliates' respective shareholders, officers, directors, agents and employees.

13. NOTICES

All notices on the part of Licensee to FCRR shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, P.O. Box 967, Plymouth, Florida 32768.

All notices on the part of FCRR to Licensee shall be given in writing to the Attn: John H. Drury, City Administrator, **THE CITY OF TAVARES, FLORIDA**, P.O. Box 1068, Tavares, Florida 32778.

All notices shall be delivered in person, or via overnight courier, facsimile or email.

14. FCRR COSTS AND EXPENSES

Licensee agrees to pay to FCRR all reasonable costs and expenses incurred by FCRR due to FCRR's granting of this License or due to the use, maintenance or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCRR's cost of providing a flagman pursuant to Paragraph 5 above. Licensee's cost for such flagman shall be \$250 per day for each day a flagman is required to be present at the work site.

15. COSTS AND ATTORNEYS FEES

In the event FCRR retains the services of attorneys, other professionals or persons in order to collect fees or other obligations from Licensee hereunder, FCRR shall be

entitled to collect from Licensee all such attorney's fees, professional fees and costs so incurred, including but not limited to, said attorney's fees and costs for litigation and appeals thereof.

16. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCRR because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCRR's property interest in the License Area.

17. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCRR is first obtained.

18. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors and assigns.

19. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

20. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

21. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

22. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Lake County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Lake County, Florida.

23. INSURANCE

Licensee shall maintain insurance in the following amounts:

- (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);
- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

All such insurance shall name FCRR as an additional insured. The original of the railroad protective liability policy shall be provided to FCRR and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCRR prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Cable and whenever the Cable will be reconstructed, updated, maintained or otherwise improved.

24. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

25. MERGER

This Agreement represents the final, complete and exclusive understanding of the Parties of the subject matter hereto.

26. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this License Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of:

**FLORIDA CENTRAL RAILROAD COMPANY, INC.**

\_\_\_\_\_  
Witness  
Print Name:

By: \_\_\_\_\_  
John P. Levine  
President

\_\_\_\_\_  
Witness  
Print Name:

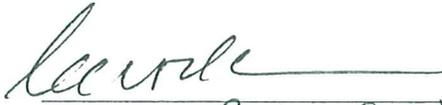
**THE CITY OF TAVARES, FLORIDA**

\_\_\_\_\_  
Witness  
Print Name:

By:   
Print Name: John H. Drury  
Title: City Administrator

\_\_\_\_\_  
Witness  
Print Name:

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Print Name: Robert L. Williams  
City Attorney

**ACCEPTED BY CITY COUNCIL**

DATE: \_\_\_\_\_  
OFFICE OF THE CITY CLERK

EXHIBIT A  
LICENSEE'S MAY 27, 2010 APPLICATION FOR CABLE CROSSING (2 pages  
below)

(The City used wrong App. This app from 4 years ago.)

FLORIDA CENTRAL RAILROAD  
FLORIDA MIDLAND RAILROAD  
FLORIDA NORTHERN RAILROAD  
APPLICATION FOR ~~PIPELINE~~ Cable CROSSING/PARALLELISM UNDER/OVER  
PROPERTIES AND TRACKS

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirement of The Florida Central/Midland/Northern Railroads. Original and three (3) elevation section of crossing from field survey, location in respect to Mile Post, width of Railroad's right of way, location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of AREA Specification, Part 5 Pipelines. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown. An application fee of \$~~200.00~~ 350.00 should accompany this application.

1. Correct name of applicant City of Tavares
2. Phone: 352-742-6209  
Post Office Address PO Box 1068, Tavares, Florida 32778
3. Partnership - Name and initials all partners, women given and surnames before marriage and present N/A
4. If incorporated, name and state in which incorporated N/A
5. Location: 150 feet East (Direction) from nearest RR Mile Post 24 VS \_\_\_\_\_
6. Nearest Railroad Station Unknown County \_\_\_\_\_ State \_\_\_\_\_
7. Within limits of public highway name N/A Fed-State-County No. \_\_\_\_\_
8. Temporary track support or riprapping required ( ) Yes ( X ) No - Describe \_\_\_\_\_  
Will directional bore below tracks.
9. Wires, poles obstructions to be relocated ( ) Yes ( X ) No - Describe \_\_\_\_\_  
No existing obstructions to construction
10. Product to be conveyed Fiber Optic Cable Flammable ( ) Yes ( X ) No - Describe \_\_\_\_\_
11. Max. working pressure 160 PSI Field test pressure PSI. Type test N/A.

near St. Claire/Albion's  
TAVARES  
FL  
Train Station

SWP  
8/5/10

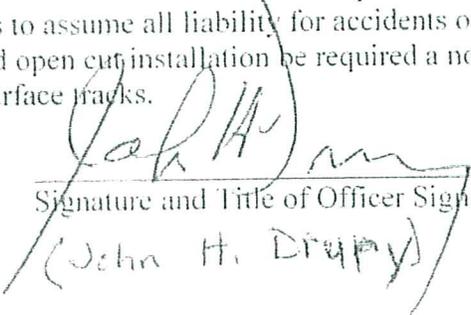
12. Location of shut-off valves Either side of crossing

13. PIPE SPECIFICATIONS	CARRIER PIPE	CASING PIPE
Materials Specs & Grade	<u>SDR - 11 HDPE</u>	<u>SDR - 11 HDPE</u>
Minimum Yield Strength of Material PSI	<u>3,500 PSI</u>	
Mill Test Pressure PSI		
Inside Diameter	<u>2.228"</u>	
Wall Thickness	<u>0.318"</u>	
Outside Diameter	<u>2.864"</u>	
Type of Seam		
Laying Lengths	<u>40'</u>	
Kind of Joints	<u>Fusion Weld</u>	
Total Length within RR		
Right of Way		
VENTS: Number <u>N/A</u> Size _____ Hgt. Above ground _____		
SEALS: Both ends _____ One end _____		
BURY: Base of rail to top of casing <u>6</u> ft. <u>0</u> in.		
BURY: (Not beneath tracks) _____		
BURY: (Roadway ditches) _____ ft. _____ in.		
CATHODIC PROTECTION: ( ) Yes ( <input checked="" type="checkbox"/> ) No		
PROTECTIVE COATING: ( ) Yes ( <input checked="" type="checkbox"/> ) No		
Type, size and spacing of insulators or supports <u>N/A</u>		

14. Method of installation Directional Drill

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Should open cut installation be required a non-refundable charge of \$ \_\_\_\_\_ will be required to resurface tracks.

5-27-10  
Date

  
Signature and Title of Officer Signing Application  
(John H. Drupny)

IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE FLORIDA CENTRAL/MIDLAND/NORTHERN RAILROADS.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 5**

**SUBJECT TITLE: Resolution #2010-09 -Tentative Millage Rate for FY 2011  
& Public Hearing**

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**OBJECTIVE:**

To consider the approval of Resolution 2010-09 – Tentative Millage for FY 2011 and receive public input.

**SUMMARY:**

The tentative millage rate is based on the following assumptions and details:

- Ad valorem millage rate of 6.95 mills which is 8.15% less than the rollback rate of 7.5669 mills
- An assessed taxable property value of \$671,531,382 which is a decrease of 17.03% from the prior year
- A cost of living employees increase of 2% for all City employees effective April 1, 2011
- Elimination of the ½ day furlough per month for all employees
- Staffing level decreases – four positions will not be filled
- Fire Pension contribution rate increase from 21.7% to 22%
- Police Pension contribution rate increase from 19% to 20.8%
- Health & dental insurance rate increase of 9.32%
- Workers' compensation rate increase of 5%
- General liability rate increase of 5%
- Push capital replacements until the following year
- Fund only operational costs critical to the service delivery mission
- Maintain a similar level of service.

Previously the City Council discussed the proposed FY 11 Budget at the following public meetings:

- March 2
- March 17<sup>th</sup>
- July 28<sup>th</sup>
- August 4<sup>th</sup>
- August 18<sup>th</sup>

The Council set the tentative maximum millage rate at 6.95 mills which resulted in a balanced General Fund draft budget of \$11,266,112. The General Fund Tentative budget has been adjusted to \$11,303,993 as shown below:

**ADJUSTMENTS to GEN FUND DRAFT BUDGET  
FOR TENTATIVE BUDGET AMOUNT**

<b>REVENUES</b>	
Reserve Appropriations	\$ 37,880
	\$ 37,880
<b>EXPENDITURE APPROPRIATIONS</b>	
Adjust for final premium amount for health & dental insurance	\$ 14,390
Adjust for City Administrator compensation agreement	\$ 13,490
Adjust for lost revenue source in fund 103 (Police Automation)	\$ 10,000
	\$ 37,880
Draft Gen Fund Budget for 2011	\$ 11,266,113
Adjustments as provided	37,880
	\$ 11,303,993

\*City Administrator compensation includes related benefit costs.

The average value of a home in Tavares is \$125,000. This equates to a \$521.25 annual or \$43.44 monthly city tax payment for a homesteaded home ( $\$125,000 - \$50,000 / 1000 \times 6.95$ ).

The General fund included those salient items identified on Exhibit A and cuts identified on Exhibit B. The other enterprise fund budgets were presented as follows:

1. Water/Wastewater/Reclaim \$6,697,149
2. Sanitation/Garbage \$2,350,825
3. Stormwater \$673,810

At the Council's August 18th Budget Workshop, Council reviewed the budgets and staff was asked to bring back the following information at the next budget meeting:

1. Information related to contracting out 911 services to the Sheriff (See Exhibit C).
2. Moving the 2% employee cost of living adjustment from six months into the fiscal year (April 1, 2011) to the beginning of the fiscal year (October 1, 2010) – See Exhibit D.
3. Information related to water/sewer base rates for house rentals when vacant – See Exhibit E.
4. Adding a narrative description to each FY 11 Capital item – See attached Capital program and narratives.

**OPTIONS:**

1. Take Public input and adopt the Tentative FY 2011 millage rate as reflected in Resolution 2010-09
2. Take Public input and adopt Resolution Number 2010-09 to reflect the tentative millage rate as approved.

**STAFF RECOMMENDATION:**

Take public input and move to approve the Tentative FY 2011 Tentative Millage Rate as presented in Resolution No. 2010-09

**FISCAL IMPACT:** At this point all budgets are balanced. Changes will be reflected dependent upon Council changes.

(Attachments for  
Tabs 5 and 6)

Exhibit A

### FY 11 Budget Salient Points

1. Tax revenues will decrease by \$406,489 (From \$4,940,287 in FY 10 down to \$4,533,798 in FY 11).
2. Budget cuts for all enterprises totaling \$2,998,093 were instituted (See Exhibit B). These cuts include items that were in the current FY 10 budget as well as proposed items for FY 11.
3. Total General Fund budget will be reduced from \$11,220,749 down to \$11,266,112 (See Exhibit C).
4. The General fund reserve fund balance is proposed at \$1,711,933 or 14.4% of the budget. No reserves are being used to balance the proposed budget. GFOA recommends a 5%-20% reserve fund for government enterprises with smaller cities like Tavares maintaining above the 12.5% midpoint.
5. The employee furlough program will end September 30, 2010.
6. All employees will receive a 2% increase in pay (COLA) six months into next year's budget on April 1, 2011.
7. There will be no increased costs to employees for benefits. (Note: The Fire and Police pension funds are outside the scope of the Council as they are managed by the Pension Boards).
8. All employee benefits stay the same. . (Note: The Fire and Police pension funds are outside the scope of the Council as they are managed by the Pension Boards).
9. The following vacant positions will remain unfilled:
  - City Administrator's Executive Administrative Assistant
  - Planning and Zoning Director's Administrative Assistant
  - One Information Technology Computer position
  - One Police Officer
10. The following capital projects are moving forward this current year and are programmed to move forward into the next fiscal year.
  - Amphitheater on the water front (Voter Referendum G.O. Bond Issue)
  - Pier and Pavilion (\$1.5 million previously budgeted through infrastructure sales tax loan).
  - Woodlea Sports Park (\$300,000 previously budgeted by city and \$250,000 by County to grade and permit the fields).
  - Public Safety Complex (\$500,000 grant to begin the design).
11. The recommended millage rate to support the above is **6.9500** mills for FY 11. This equates to a \$695 tax payment for a homesteaded home valued at \$150,000 ( $\$150,000 - \$50,000 / 1000 \times 6.95$ ).

EXHIBIT A

Exhibit B

Existing = E  
Proposed = P

CITY OF TAVARES  
PROPOSED BUDGET  
FISCAL YEAR 2010-2011

SUMMARY OF BUDGET OPTIONS  
ITEMS LISTED WERE DELETED FROM THE PROPOSED BUDGET FOR BALANCING PURPOSES  
EXHIBIT B

(F)

F

F

DDP

DDP

MEAP

F

SERVICE DESCRIPTION	DEPT	PERSONAL SERVICES	OPERATING EXPENSES	CAPITAL EQUIPMENT/ SOFTWARE	CAPITAL PROJECTS	DEBT SERVICE, TRANSFER & OTHERS	TOTALS
<b>CITY COUNCIL</b>							
Sister City Program	40-10 1101		(5,000)				(5,000)
<b>Total City Council</b>			(5,000)				(5,000)
<b>CITY ADMINISTRATOR - Exec Adm Ass</b>							
Regular Salaries & Wages	12-10 1201	(41,340)					(41,340)
FICA and Medicare Taxes	21-10 1201	(3,163)					(3,163)
Florida State Retirement	22-20 1201	(4,452)					(4,452)
Health Insurance	23-10 1201	(5,842)					(5,842)
Dental Insurance	23-15 1201	(486)					(486)
Life Insurance	23-20 1201	(248)					(248)
Dependent Health	23-30 1201	(4,777)					(4,777)
Dependent Dental	23-35 1201	(360)					(360)
Long Term Disability	23-40 1201	(227)					(227)
Workers' Compensation	24-10 1201	(66)					(66)
Travel and Per Diem	40-10 1201	(1,075)					(1,075)
Christmas Bonus	52-10 1201	(510)					(510)
Books, Pubs, Subs & Mem	54-10 1201	(720)					(720)
<b>Total City Administrator</b>		(63,266)	0	0	0	0	(63,266)
<b>FINANCE/INFORMATION TECHNOLOGY</b>							
Contractual Svs - Software for Cost of Goods Sold	34-10 1302		(7,000)				(7,000)
Contractual Svs - Cost Allocation Plan	34-10 1302		(3,000)				(3,000)
Operating Supplies - City Shirts	52-10 1302		(400)				(400)
Regular Salaries & Wages - Computer Services	12-10 1302	(58,650)					(58,650)
FICA and Medicare Taxes - Computer Services	21-10 1302	(4,487)					(4,487)
Florida State Retirement - Computer Services	22-20 1302	(6,317)					(6,317)
Health Insurance - Computer Services	23-10 1302	(5,842)					(5,842)
Dental Insurance - Computer Services	23-15 1302	(486)					(486)
Life Insurance - Computer Services	23-20 1302	(360)					(360)
Dependent Health - Computer Services	23-30 1302	(4,777)					(4,777)
Dependent Dental - Computer Services	23-35 1302	(360)					(360)
Long Term Disability - Computer Services	23-40 1302	(331)					(331)
Workers' Compensation - Computer Services	24-10 1302	(94)					(94)
Voice over internet Protocol Phone System	64-15 1302			(55,000)			(55,000)
<b>Total Finance/IT Costs</b>		(81,704)	(10,400)	(55,000)	0	0	(147,104)
<b>COMMUNITY DEVELOPMENT</b>							
Regular Salaries & Wages - Admin Assist	12-10 1501	(33,917)					(33,917)
FICA and Medicare Taxes - Admin Assist	21-10 1501	(2,595)					(2,595)
Florida State Retirement - Admin Assist	22-20 1501	(3,653)					(3,653)
Health Insurance - Admin Assist	23-10 1501	(5,842)					(5,842)
Dental Insurance - Admin Assist	23-15 1501	(486)					(486)
Life Insurance - Admin Assist	23-20 1501	(209)					(209)
Dependent Health - Admin Assist	23-30 1501	(4,777)					(4,777)
Dependent Dental - Admin Assist	23-35 1501	(360)					(360)
Long Term Disability - Admin Assist	23-40 1501	(191)					(191)
Workers' Compensation - Admin Assist	24-10 1501	(55)					(55)
Engineering	34-10 1501		(500)				(500)
Future Projects	34-10 1501				(200,000)		(200,000)
<b>Total Community Development</b>		(52,085)	(500)	0	(200,000)	0	(252,585)
<b>CITY CLERK</b>							
Equip - Dehumidifier for Records Room	64-15 1601			(5,000)			(5,000)
Microfilming for Records Room	64-23 1601			(10,000)			(10,000)
Digital Imaging	64-23 1601			(60,000)			(60,000)
<b>Total City Clerk</b>		0	0	(75,000)	0	0	(75,000)
<b>HUMAN RESOURCES</b>							
Click2Gov Applicant Tracking	34-10 1701		(4,056)				(4,056)
City Appreciation	48-10 1701		(5,550)				(5,550)
Advertising	49-10 1701		(2,500)				(2,500)
<b>Total Human Resources</b>		0	(12,106)	0	0	0	(12,106)
<b>FLEET MAINTENANCE</b>							
Vehicle Repair/Maint	46-30 1901		(5,000)				(5,000)
Unifforms - Polo Shirts	52-25 1901		(120)				(120)
New Equip - Balancer & Tire Life	64-15 1901			(7,325)			(7,325)
New Equip - Kit for Tire Changer	64-15 1901			(435)			(435)
<b>Total Fleet Maintenance</b>		0	(5,120)	(7,760)	0	0	(12,880)
<b>POLICE SERVICES</b>							
<b>Uniform Division</b>							
Regular Salaries & Wages - Police Officer	12-10 2101	(33,600)					(33,600)

Exhibit B

CITY OF TAVARES  
 PROPOSED BUDGET  
 FISCAL YEAR 2010-2011

**SUMMARY OF BUDGET OPTIONS**  
**ITEMS LISTED WERE DELETED FROM THE PROPOSED BUDGET FOR BALANCING PURPOSES**  
**EXHIBIT B**

SERVICE DESCRIPTION	DEPT	PERSONAL SERVICES	OPERATING EXPENSES	CAPITAL EQUIPMENT/ SOFTWARE	CAPITAL PROJECTS	DEBT SERVICE, TRANSFER & OTHERS	TOTALS
FICA and Medicare Taxes - Police Officer	21-10 2101	(2,570)					(2,570)
Police Pension - Police Officer	22-20 2101	(6,747)					(6,747)
Health Insurance - Police Officer	23-10 2101	(5,842)					(5,842)
Dental Insurance - Police Officer	23-15 2101	(486)					(486)
Life Insurance - Police Officer	23-20 2101	(209)					(209)
Dependent Health - Police Officer	23-30 2101	(4,777)					(4,777)
Dependent Dental - Police Officer	23-35 2101	(360)					(360)
Long Term Disability - Police Officer	23-40 2101	(191)					(191)
Workers' Compensation - Police Officer	24-10 2101	(860)					(860)
Code Enforcement Data Sharing	34-10 2101		(13,312)				(13,312)
Equipment Repairs	46-15 2101		(13,522)				(13,522)
Fire Arm Supplies	52-35 2101		(7,000)				(7,000)
Firearm Replacement	64-13 2101			(3,000)			(3,000)
Video Cam	64-13 2101			(5,000)			(5,000)
Vehicle (cut prior year)	64-11 2101			(25,000)			(25,000)
Vehicle (cut prior year)	64-11 2101			(25,000)			(25,000)
<i>Total Police Uniform Division</i>		<u>(55,642)</u>	<u>(33,834)</u>	<u>(58,000)</u>	<u>0</u>	<u>0</u>	<u>(147,476)</u>

POLICE

CITY OF TAVARES  
 PROPOSED BUDGET  
 FISCAL YEAR 2010-2011

SUMMARY OF BUDGET OPTIONS  
 ITEMS LISTED WERE DELETED FROM THE PROPOSED BUDGET FOR BALANCING PURPOSES  
 EXHIBIT B

SERVICE DESCRIPTION	DEPT	PERSONAL SERVICES	OPERATING EXPENSES	CAPITAL EQUIPMENT/ SOFTWARE	CAPITAL PROJECTS	DEBT SERVICE, TRANSFER & OTHERS	TOTALS
<b>Communication/Dispatch Division</b>							
Spillman Software (MOVED to Automation)	64-23 2102			(12,563)			(12,563)
<b>Total Police Dispatch/Communication Division</b>		0	0	(12,563)	0	0	(12,563)
<b>Code Enforcement</b>							
<b>Total Code Enforcement Division</b>		0	0	0	0	0	0
<b>Total Police Department</b>		(55,642)	(33,834)	(70,563)	0	0	(160,039)
<b>FIRE SERVICES</b>							
Operating Supplies	52-10 2201		(10,000)				(10,000)
Durable Goods - Hoses	52-11 2201		(2,000)				(2,000)
Uniforms - Bunker Gear	52-25 2201		(4,000)				(4,000)
Training	52-50 2201		(2,000)				(2,000)
Fire Truck	64-11 2201			(300,000)			(300,000)
<b>Total Fire Department</b>		0	(18,000)	(300,000)	0	0	(318,000)
<b>GENERAL SERVICES</b>							
Regular Salaries & Wages - Tradesworker I	12-10 4101	(34,421)					(34,421)
FICA and Medicare Taxes - Tradesworker I	21-10 4101	(2,633)					(2,633)
Florida State Retirement	22-20 4101	(3,707)					(3,707)
Health Insurance - Tradesworker I	23-10 4101	(5,842)					(5,842)
Dental Insurance - Tradesworker I	23-15 4101	(486)					(486)
Life Insurance - Tradesworker I	23-20 4101	(215)					(215)
Dependent Health - Tradeworker I	23-30 4101	(4,777)					(4,777)
Dependent Dental - Tradesworker I	23-35 4101	(360)					(360)
Long Term Disability - Tradesworker I	23-40 4101	(198)					(198)
Workers' Compensation - Tradesworker I	24-10 4101	(2,120)					(2,120)
Contractual Svcs - Moved to Fund 405	34-10 4101		(600)				(600)
Telephone decrease	41-10 4101		(5,773)				(5,773)
Wooton Park Maintenance	46-10 4101		(10,500)				(10,500)
Repairs & Maint Ship Store - MOVE to 405	15-10 4101		(200)				(200)
Repairs & Maint Gazebos - MOVE to 405	15-20 4101		(120)				(120)
Sidewalks	63-20 4101				(30,000)		(30,000)
Alleyway Improvements	64-25 4101				(250,000)		(250,000)
Street Resurfacing	64-25 4101				(500,000)		(500,000)
<b>Total General Services</b>		(54,759)	(17,193)	0	(780,000)	0	(851,952)
<b>ECONOMIC DEVELOPMENT</b>							
<b>Total Economic Development</b>		0	0	0	0	0	0
<b>LIBRARY SERVICES</b>							
Regular Salaries & Wages - Youth Svcs Spec	12-10 7101	(30,719)					(30,719)
FICA and Medicare Taxes - Youth Svcs Spec	21-10 7101	(2,350)					(2,350)
Florida State Retirement - Youth Svcs Spec	22-20 7101	(3,308)					(3,308)
Health Insurance - Youth Svcs Spec	23-10 7101	(5,842)					(5,842)
Dental Insurance - Youth Svcs Spec	23-15 7101	(486)					(486)
Life Insurance - Youth Svcs Spec	23-20 7101	(185)					(185)
Dependent Health - Youth Svcs Spec	23-30 7101	(4,777)					(4,777)
Dependent Dental - Youth Svcs Spec	23-35 7101	(360)					(360)
Long Term Disability - Youth Svcs Spec	23-40 7101	(168)					(168)
Workers' Compensation - Youth Svcs Spec	24-10 7101	(62)					(62)
Carpet for the Library	64-25 7101				(20,000)		(20,000)
<b>Total Library Services</b>		(48,257)	0	0	(20,000)	0	(68,257)
<b>PARKS AND RECREATION</b>							
<b>Parks</b>							
Contractual Svcs - Hydrological Assessment	34-10 7201		(5,000)				(5,000)
Telephone decrease	41-10 7201		(739)				(739)
Electric, Water, Gas - Remove Splash Pk Elec	43-10 7201		(7,440)				(7,440)
Electric, Water, Gas - Remove Splash Pk Water	43-10 7201		(10,482)				(10,482)
Electric, Water, Gas - Adjust Electric	43-10 7201		(29,018)				(29,018)
Miscellaneous Repairs & Maintenance	46-14 7201		(2,000)				(2,000)
30 Tables	52-11 7201		(3,900)				(3,900)
200 Folding Chairs	52-11 7201		(4,000)				(4,000)
30 60" Round Tables	52-11 7201		(3,800)				(3,800)
2 F-250 4x2 Trucks	64-11 7201			(43,000)			(43,000)
Resurface Ingraham Basketball Court	64-25 7201				(4,000)		(4,000)
Flag Pole & Lights at Cemetery	64-25 7201				(3,000)		(3,000)
Bleachers for Woodlea Football Field	64-25 7201				(30,000)		(30,000)
<b>Total Parks Services Division</b>		0	(66,379)	(43,000)	(37,000)	0	(146,379)
<b>Recreation</b>							
Outdoor Movie Screen System - Support/Maint	44-10 7202		(3,200)				(3,200)
Durable Goods - Storage Shed	52-11 7202		(800)				(800)
Tell-All Phone Service for Babe Ruth	52-11 7202		(800)				(800)

CITY OF TAVARES  
PROPOSED BUDGET  
FISCAL YEAR 2010-2011

**SUMMARY OF BUDGET OPTIONS**  
ITEMS LISTED WERE DELETED FROM THE PROPOSED BUDGET FOR BALANCING PURPOSES  
EXHIBIT B

SERVICE DESCRIPTION	DEPT	PERSONAL SERVICES	OPERATING EXPENSES	CAPITAL		CAPITAL PROJECTS	DEBT SERVICE, TRANSFER & OTHERS	TOTALS
				EQUIPMENT/ SOFTWARE				
Program Costs - Spring Ball	55-20 7202		(7,000)					(7,000)
Outdoor Movie Screen System	64-15 7202			(16,000)				(16,000)
RecPro Software	64-15 7202			(15,000)				(15,000)
Inflatable Acoustic Band Shell	64-15 7202			(12,000)				(12,000)
<i>Total Recreation Division</i>		0	(11,800)	(43,000)		0	0	(54,800)
<i>Total Parks &amp; Recreation Department</i>		0	(78,179)	(86,000)		(37,000)	0	(201,179)
<b>TOTAL GENERAL FUND</b>		<b>(355,713)</b>	<b>(180,332)</b>	<b>(594,323)</b>		<b>(1,037,000)</b>	<b>0</b>	<b>(2,167,368)</b>
<b>WATER/WASTEWATER</b>								
<u>Water Treatment</u>								
Uniforms - City Shirts & Boots	52-25 3301		(310)					(310)
<i>Total Water Treatment Division</i>		0	(310)	0		0	0	(310)
<u>Water Transmission Division</u>								
Uniforms - City Shirts	52-25 3302		(280)					(280)
<i>Total Water Transmission Division</i>		0	(280)	0		0	0	(280)
<i>Total Water Department</i>		0	(590)	0		0	0	(590)

CITY OF TAVARES  
PROPOSED BUDGET  
FISCAL YEAR 2010-2011

**SUMMARY OF BUDGET OPTIONS**  
ITEMS LISTED WERE DELETED FROM THE PROPOSED BUDGET FOR BALANCING PURPOSES  
EXHIBIT B

SERVICE DESCRIPTION	DEPT	PERSONAL SERVICES	OPERATING EXPENSES	CAPITAL EQUIPMENT/ SOFTWARE	CAPITAL PROJECTS	DEBT SERVICE, TRANSFER & OTHERS	TOTALS
<b>WASTEWATER</b>							
<u>Wastewater Treatment Division</u>							
Total Wastewater Treatment Division		0	0	0	0	0	0
<u>Wastewater Lab Division</u>							
Uniforms - City Shirts	52-75 3503		(400)				(400)
Total Wastewater Lab Division		0	(400)	0	0	0	(400)
<u>Wastewater Collection</u>							
Operating Supplies - Bottled Water	52-10 3504		(650)				(650)
Uniforms - City Shirts	52-75 3504		(280)				(280)
Total Wastewater Collection Division		0	(930)	0	0	0	(930)
Total Wastewater Department		0	(1,330)	0	0	0	(1,330)
<b>SANITATION</b>							
Landfill Costs	43-20 3401		(10,000)				(10,000)
Vehicle Repairs & Maintenance	46-30 3401		(6,400)				(6,400)
Reimbursement to General Fund	59-20 3401					(30,000)	(30,000)
Vehicle to Replace Vehicle #616	64-11 3401			(258,500)			(258,500)
Total Sanitation Department		0	(16,400)	(258,500)	0	(30,000)	(304,900)
<b>STORMWATER</b>							
Durable Goods - Hand Tools	52-11 3801		(500)				(500)
Uniforms - City Shirts	52-25 3801		(280)				(280)
Equipment Replacement	64-10 3801			(120,000)			(120,000)
Sinclair Ave. Drainage Improvements	64-25 3801				(403,125)		(403,125)
Total Stormwater Department		0	(780)	(120,000)	(403,125)	0	(523,905)
<b>TOTAL ENTERPRISE FUND OPERATIONS</b>		0	(19,100)	(378,500)	(403,125)	(30,000)	(830,725)
<b>TOTAL ALL CITY WIDE DELETIONS</b>		(355,713)	(199,432)	(972,823)	(1,440,125)	(30,000)	(2,998,093)

Exhibit C

# Tavares Police Department

*"People Helping People"*



## COMMUNICATIONS CENTER STAFF REPORT

SEPTEMBER 1, 2010

## **SUMMARY**

On August 4, 2010 during a budget workshop with the Tavares City Council, staff was instructed to conduct a study to determine the feasibility and cost of contracting with the Lake County Sheriff's Office for 911/Dispatch services.

On August 9, 2010 Chief Stoney Lubins and Lt. David Myers met with Lake County Sheriff Gary Borders and delivered a letter requesting the cost of contracting 911/Dispatch services with the Lake County Sheriff's Office - (See Attachment "A" – Letter to the Lake County Sheriff).

On August 31, 2010 Sheriff Gary Borders responded by letter to the City of Tavares request reflecting an annual cost of \$247,766.54 and a onetime cost of \$141,635 - (See Attachment "B" – Letter from the Lake County Sheriff). The total cost for the city to provide dispatch services is estimated at \$468,234 – (See Attachment "C").

Based on this information the total cost to outsource the 911/Dispatch services for year one is \$526,107.20 and the total cost thereafter is \$301,209.54 (See below calculations). Therefore in year one there would be an increased cost of \$57,873.20 to the city and in years two (2) on out an annual savings of \$167,024.26.

**Table # 1 (YEAR 1 COST)**

<b>Cost to City of Tavares FY 10/11</b>	
LCSO Contract	\$247,766.54
Dispatch Equipment	\$142,635.00
TPD Reduction in Force (Severance, Vacation Payout, Etc.)	\$94,322.66
Expenses moved to Police Budget	\$41,383.00
Total:	\$526,107.20

**Note:**

1. Severance is estimated at 30 days pay for all employees let go.
2. Expenses moved to Police budget are Liability \$22,935, Workers Compensation \$3,868 (City prorates the annual cost of these items across all departments and does not expect annual cost to be affected by this move.) Ongoing expenses are LCSO Recurring costs - \$12,060, Software Maintenance - \$12,963 and Telephone - \$1,617.

## Police Department Communications Center Staff Report - August 18, 2010

**Table # 2 (YEAR 2 COST)**

Year 2 Cost	
Sheriff's Department Contract	\$247,766.54
Additional Recurring LCSO Costs	\$12,060.00
Software Maintenance (Spillman)	\$12,563.00
Software Maintenance (ARCView)	\$400.00
Workers Compensation	\$3,868.00
Liability	\$22,935.00
Telephone	\$1,617.00
Subtotal:	\$301,209.54

### HISTORY

From 1979 to August 24, 2001 the City of Tavares employed personnel who dispatched for the Tavares Police Department and the Tavares Fire Department. The history prior to 1979 is not fully known. In 2001 the Tavares City Council voted to contract with the Lake County Sheriff's Office (LCSO) for Police 911/Dispatch Services and to Lake-Sumter Emergency Medical Services (LSEMS) for Fire 911/Dispatch Services. The Police Department contract was in place with LCSO until September 6, 2006 when the City Council instructed staff to reinstate the 911/Communications Center by October 1, 2007. (See Attachment "D" – Resolution 2006-16)

Resolution 2006-16 was the result of Council discussions that began on January 18, 2006. Then Councilmember Dennis Wilson relayed an incident that had occurred on December 23<sup>rd</sup>, 2005 where he found a lady in the Police department parking lot in need of assistance. Mr. Wilson advised that the lady stated she had been waiting for several minutes and that a Sheriff's Deputy initially arrived on the call and not a Tavares Police Officer. Mr. Wilson inquired about staffing the Police Department lobby twenty four hours a day, seven days a week. (See Attachment "E" – January 18, 2006 Council Minutes Pg. 17)

Council discussion continued in a Budget Workshop on August 7, 2006, where Councilmember Wilson stated he would like to add positions to the staff of the Police department information desk twenty four hours a day seven days a week. (See Attachment "F" – August 7, 2006 Council Budget Workshop Minutes Pg. 7)

At the Regular Council Meeting on August 16, 2006 Chief Stoney Lubins responded to Council's inquiry about staffing the Police department information desk twenty four

## **Police Department Communications Center Staff Report - August 18, 2010**

hours a day seven days a week. Discussion of severing the contract with the Lake County Sheriff's Office and reinstating the Police department Communications Center ensued and the Council moved for staff develop a resolution for a Communications Center. The motion carried unanimously, 5-0. (See Attachment "G" – August 16, 2006 Council Minutes Pg. 13 & 14)

At the Regular Council Meeting on September 6, 2006 resolution 2006-16 passed unanimously, 5-0. (See Attachment "H" – September 6, 2006 Council Minutes Pg. 5)

In October of 2006, Lt. David Myers was transferred from Watch Commander - D Squad to Support Services Commander. Chief Lubins instructed Lt. Myers to conduct a needs analysis on reinstating the Communications Center and to develop a plan to have the Communications Center operational by June 1, 2007. Through November and December 2006 Lt. Myers researched what would be needed visiting many area Communications Centers in the process. Lt. Myers identified the following:

1. The Police department would need to be renovated to accommodate the Communications Center which included security, air conditioning and electrical upgrades.
2. A 911 system would need to be purchased and installed.
3. Two new FCC licensed VHF radio channels would need to be applied for and approved.
4. A Computer Aided Dispatch/Records Management System (CAD/RMS) would need to be purchased and implemented.
5. The old radio consoles were inadequate and new radio consoles would need to be purchased and the radio system updated.
6. New dispatch consoles would need to be purchased and custom made to fit in an extremely small area to accommodate 2 personnel per shift and all related equipment.
7. Eight Communications personnel would need to be hired with at least four having prior dispatch and training experience. This would require a competitive salary package which would be developed by the Human Resources Division.
8. All Police department mobile and portable radios would need to be reprogrammed to accommodate the new frequencies.

In addition the city requested that video cameras and panic buttons be placed throughout City Hall to be monitored by the Communications Center.

**Police Department Communications Center Staff Report - August 18, 2010**

**COMMUNICATIONS CENTER IMPLEMENTATION**

From January 1, 2007 to April 20, 2007 the Police department and General Services department reconstructed the Communications Center. The details of the Infrastructure and Construction costs are as follows:

**Table # 3**

<b>Infrastructure</b>		
<b>Item</b>	<b>Vendor</b>	<b>FY 06/07 Cost</b>
Positron Viper 911 System	Embarq	\$151,929.12
Voice Recorder	Stancil	\$20,624.00
Consoles	Wright Line	\$21,685.36
UPS Power System	Computer Power Systems	\$33,998.74
Neutral Posture	Chairs	\$1,662.20
Radio System	Tri-Co Communications	\$49,575.00
Computers	DELL	\$3,069.28
Televisions	DELL	\$1,408.00
City Hall Alarm System	ASI Security	\$1,595.00
CAD/RMS System	Spillman Technologies	\$186,740.00
Weather Station	Fisher Scientific	\$528.00
City Hall Video Cameras/DVR	Super Circuits	\$3,099.95
City Hall Video Camera Installation	Aptronics	\$3,939.00
Telephones	Maya Telephone	\$530.00
	Total Infrastructure:	\$480,383.65
<b>Construction</b>		
<b>Item</b>	<b>Vendor</b>	<b>FY 06/07 Cost</b>
Bullet Proof Walls/Windows	Pacific Bullet Proof	\$4,445.00
Air Conditioning	Corman and Sons	\$3,920.00
Internet/CAD Setup	Power One	\$621.50
Black Ceiling Tiles	Acousti Engineering	\$144.00
Construction Materials	Lowes	\$2,049.89
Cables	Office Depot	\$71.99
Window Tinting	Solar Security	\$117.39
Lockers	Compmark Lockers	\$676.80
Carpeting	Carpet Works	480.06
	Total Construction:	12,526.63
<b>Total Construction and Infrastructure:</b>		<b>\$492,910.28</b>

## Police Department Communications Center Staff Report - August 18, 2010

Should 911/Communications services be transferred to the Lake County Sheriff's Office, the majority of the city's costs involved in the reimplementation are not recoverable as they were construction costs or the purchase of software that will still be in use or can not be resold.

Between April 20 and April 23, 2007 eight Communications Officers began employment with the City of Tavares. Two came from the Lake County Sheriff's Office, two came from the Clermont Police Department, one came from the Ormond Beach Police Department and two had previous experience from Lake Sumter EMS and the Leesburg Police Department. Only one had no previous experience. Of the original eight Communications Officers employed, five are still employed in the Communications Center. The current average experience level of a Tavares Police Communications Officer is six years.

Between April 23, 2007 and May 31, 2007 the eight Communications Officers were trained in our new 911system and new CAD/RMS system. The eight Communications Officers and Lt. Myers also met in work groups and developed the Policies and Procedures and Training Manual for the Communications Center.

On May 31, 2007 the Tavares Police Department 911/Communications Center became fully operational.

### **CURRENT STATUS**

Between May 31, 2007 and August 31, 2010 the Communications Center has processed 109,589 calls for service. This includes Officer Initiated Field Activity. The breakdown of calls received is as follows:

**Table # 4**

<b>How Received</b>	<b>Total</b>
911 Line	10,111
City Hall Panic Alarm	1
E-Mail	1
Officer Report/Radio	76,898
Lobby	143
Teletype	4
Telephone	22,431
<b>Total CFS:</b>	<b>109,589</b>

## Police Department Communications Center Staff Report - August 18, 2010

Calls to the lobby are only for situations requiring an Officer response. Many times a day Communications Officers assist citizens in the lobby with directions or information which are not accounted for in the statistics. If the Lake County Sheriff's Office assumes 911/Communications Center, lobby traffic will only be handled by our Records Analyst Monday through Friday 7:30 am – 4:30 pm with no coverage on Holidays or weekends. A direct phone line in the lobby would be used to contact the LCSO Communications Center at all other times.

Since the reimplementation of the Communications Center, Communications Officers have taken on the following tasks which were not originally planned or expected. Contracting out the Communications Center would require the city to provide staff to perform the following job duties or the necessity of these functions would need to be reexamined.

- Video monitoring of the Skate Park
- Video monitoring of the Splash Park and Seaplane Marina (to begin in September of 2010)
- Monitoring of the aviation radio for incoming Seaplane traffic
- Video monitoring of the Water Treatment Plants (to begin in September of 2010)
- Monitoring of the VHF Radio channel for the Splash Park and Seaplane Marina
- After hours call out for the city Water, Wastewater and General Services department and other city staff
- Monitoring of the weather station during hurricane and tornado warnings
- The Tavares Police Department employs one Records Analyst. Communications covers when this employee is in training, sick, on-vacation or on FMLA. This task would need to be done by other Police department staff.

The Police department costs have been reduced over the last five years as the agency has endeavored to become more effective and efficient with these new resources. The overall Police department budget has been reduced by \$462,595. The Communications Center budget has been reduced by \$222,590 since the reimplementation.

**Table # 5**

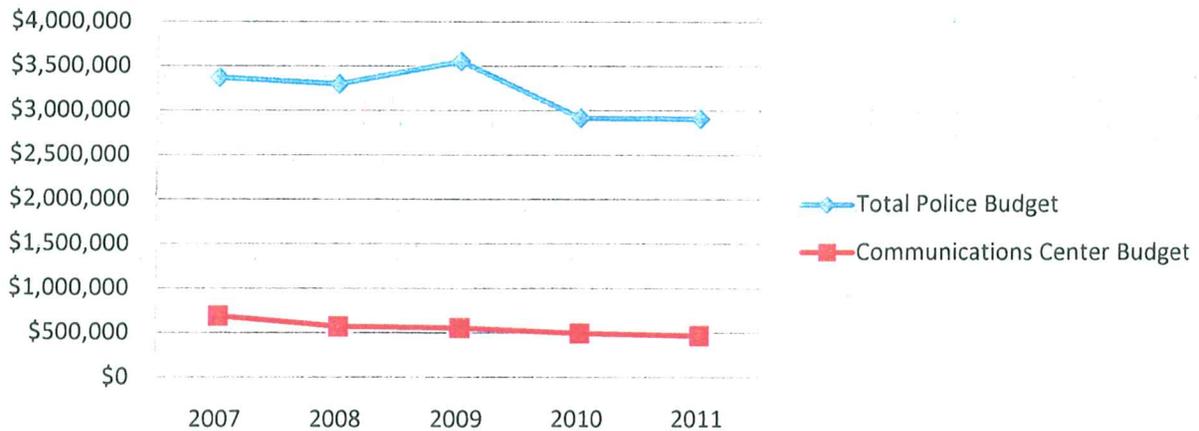
<b>Police Department/Communications Budgets 2007- 2011</b>					
	2007	2008	2009	2010	2011 <sup>(1)</sup>
Total Police Budget incl. Communications	\$3,374,551	\$3,299,140	\$3,557,915	\$2,918,445	\$2,911,956
Communications Center Budget	\$690,824	\$573,160	\$556,286	\$496,385	\$468,234

## Police Department Communications Center Staff Report - August 18, 2010

(1) Proposed budget

**Graph # 1**

### Police Department/Communications Budgets 2007-2011



The cost of providing Police Services has remained approximately 26% of General Fund over the last five years. An analysis of the last ten years revealed that this has remained consistent whether communications has been outsourced or not.

**Table # 6**

TAVARES POLICE DEPARTMENT LAST FIVE YEARS					
	2007	2008	2009	2010	2011 <sup>(1)</sup>
Population	11,340	12,669	13,013	13,344	13,329
Total Calls	33,975	33,312	34,585	36,000 <sup>Est.</sup>	36,500 <sup>Est.</sup>
Total Sworn	30	31	31	28	27 <sup>(2)</sup>
Total Civilian	12	12	11	11	11
Total PD Budget	\$3,374,551	\$3,299,140	\$3,557,915	\$2,918,445	\$2,911,956
Communications Center	\$690,824	\$573,160	\$556,286	\$496,385	\$468,234
% of General Fund	28%	26%	27%	26%	26%

(1) Proposed budget

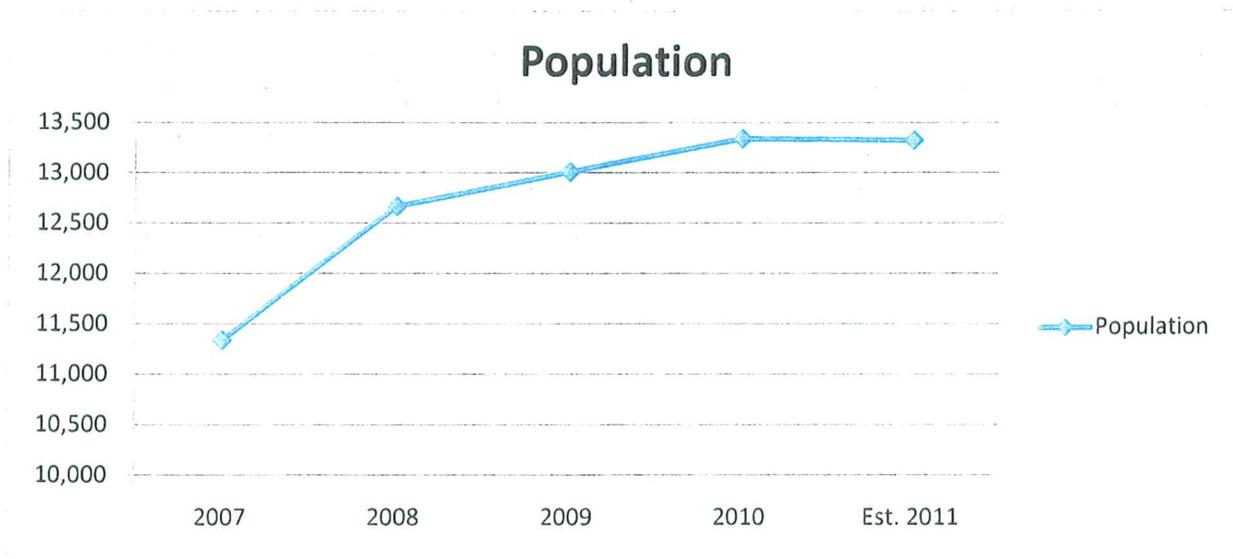
(2) Proposed Staff Reduction – Sworn position not to be filled FY 10/11

Although the Communications Center occupies a separate line item it is part of the overall Police department budget and is an integral part of to the department's service for Emergency Response, Patrol or Investigations.

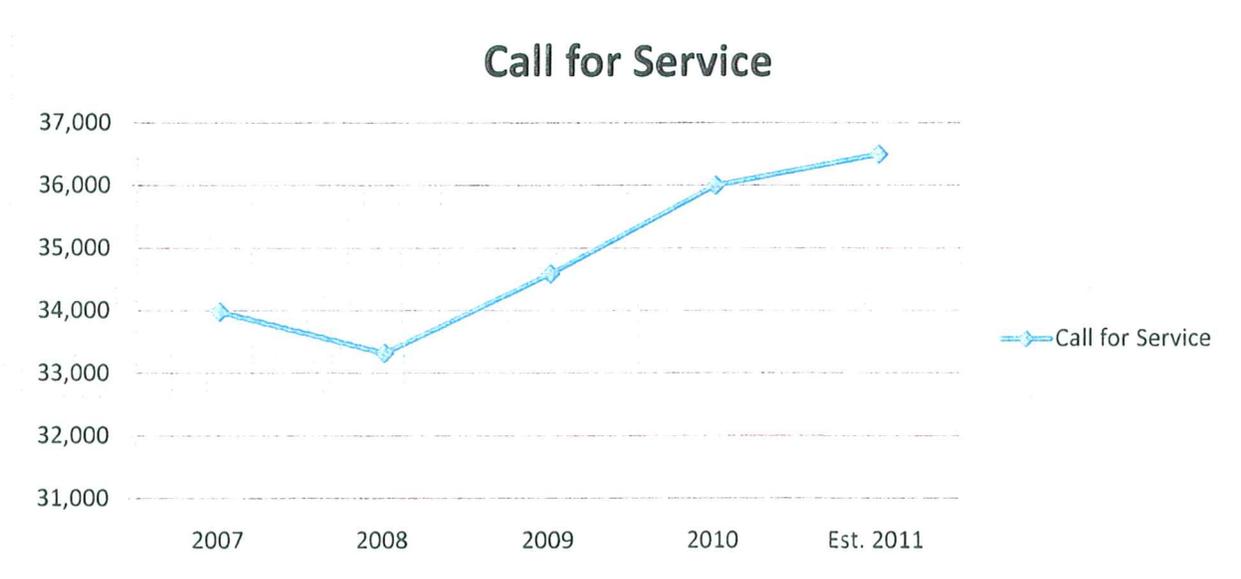
## Police Department Communications Center Staff Report - August 18, 2010

As the city's population has continued to increase over the last five years, so have the Police department's calls for service. During this increase and call volume, the Police department budget has been reduced. This is the result of efficiency and the agency being able to control costs while at the same time maintaining prompt and professional delivery of law enforcement services to the community.

**Graph # 2**



**Graph # 3**



## Police Department Communications Center Staff Report - August 18, 2010

In comparison with surrounding cities, the City of Tavares has been able to provide Police services for an extremely low cost. The Police department has remained at 28% of the General Fund or less for the last five years. Currently the Police department (with the Communications Center included) uses 26% of the General Fund. No other city in Lake County with a population over 10,000 provides law enforcement services for less than 30% of the General Fund which is closer to the national average. The national average is 35%<sup>(2)</sup>.

**Table # 7**

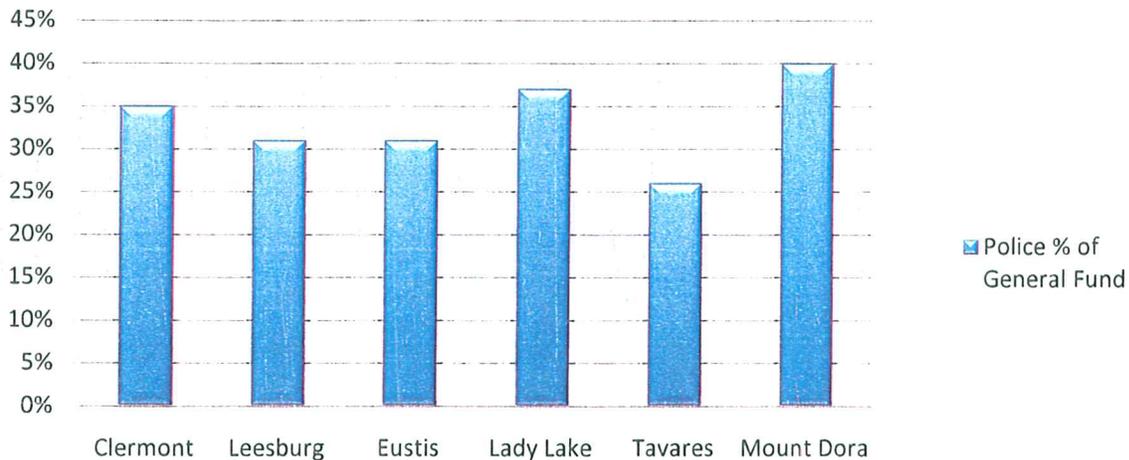
LAKE COUNTY CITIES OVER 10,000 POPULATION FY 2009/2010 BUDGET COMPARISON							
City	Population	Sworn Positions	F/T Civilain	F/T PD Staff	09/10 PD Budget	09/10 General Fund	% of General Fund
Clermont	24,199	54	16	70	\$5,748,862	\$16,127,543	35%
Leesburg	20,093	72	25	97	\$7,421,228	\$24,067,056	31%
Eustis	18,354	44	14	58	\$4,354,066	\$13,842,759	31%
Lady Lake	14,129	29	14	43	\$3,688,315	\$9,809,559	37%
Tavares	13,329	28 <sup>(1)</sup>	11	39	\$2,918,445	\$11,770,749	26%
Mount Dora	12,869	36	15	51	\$4,313,800	\$10,630,800	40%

(1) Proposed Staff Reduction – Sworn position not to be filled FY 10/11

(2) University of Louisville – Southern Police Institute – Command Officer Development School - 2009

**Graph # 4**

### Police % of General Fund



## Police Department Communications Center Staff Report - August 18, 2010

### GRANTS

With the reimplementation of the Communications Center the city purchased a new Computer Aided Dispatch/Records Management System. Having the core technology in place made the Tavares Police Department eligible for numerous technology grants through the United States Department of Justice. Since the reimplementation of the Communications Center the Tavares Police Department has received \$158,048 in technology grants that are tied to our Computer Aided Dispatch/Records Management System. These grants have assisted in improving the efficiency and effectiveness of the agency.

**Table # 8**

<b>Budget Year</b>	<b>Technology Tied to CAD/RMS</b>	<b>Amount</b>
2007/2008	Automated Field Reporting (Mobile Licenses)	\$17,706
2007/2008	Technology Improvements	\$3,616
2008/2009	Technology Improvements	\$1,000
2009/2010	Mobile Server Software/Automated Field Reporting Server License	\$57,793
2009/2010	Evidence Bar Coding Software/Hardware	\$16,628
2009/2010	State Link Software/Driver's License Scanning/Pin Mapping	\$57,600
2010	Technology Improvements (Smart Card)	\$3,705
Total:		\$158,048

### CONCLUSION

Since 2007, the Police department budget has been reduced by \$462,595 with the Communications Center reducing costs by \$222,590. The cost of total police operations has remained consistent over the last 10 years, regardless if dispatching was outsourced or not.

Since the reimplementation of the Communications Center, the Police department has dramatically improved its response times, accountability, officer safety and greater citizen access. The Communications Center arguably is one of the most technologically advanced and professional centers regardless of department size. This achievement was realized through cost efficiency and looking at the needs of the public as well as those of the officers.

**Prepared by:** Lt. David R. Myers  
Support Services Commander

# ATTACHMENT "A"



August 9, 2010

Dear Sheriff Borders,

On August 4, 2010 during a budget workshop with the Tavares City Council, staff was instructed to conduct a study to determine the feasibility and cost of contracting with you dispatch services for the Tavares Police Department. Once the study is completed, it will be presented at the next available city council budget workshop. I am hopeful that by answering the questions below you would provide the city with how much you would charge annually to provide dispatch services for the next five years and what, if any, additional start up costs would be in addition to the annual cost. This information is necessary to make an informed decision in the best interest of the city.

In order to assist you in providing the city with the cost to provide this service I have the following basic information. The Tavares Police Department generates anywhere from 35,000 to 40,000 calls a year, that comprise 1) citizen calls for service 2) officer initiated activity and 3) commercial and residential security checks. There is an average of 350 911 calls a month to our PSAP.

1. How much would you charge annually to provide dispatch services for the next five years?
2. Would there be any additional start up costs in addition to the annual cost?
3. How would you staff the Tavares call takers and dispatchers?
4. Would the Lake County Sheriff's Office (LCSO) be able to provide four dispatchers and four call takers dedicated to the Tavares Police Department (TPD)? What is the cost per dispatcher? What is the cost per call taker?
5. What cities does LCSO currently dispatch for and what are the current contract costs for each of those cities?
6. Can you provide the City of Tavares with information of the contract costs to those cities including any increases or decreases in costs and explanation for those increases or decreases for the last 5 years?
7. Can you provide the City of Tavares with a copy of the negotiated City of Clermont contract?

8. Would those dispatchers/call takers share any duties with LCSO or any other city that is currently under contract with LCSO? If LCSO or any other contracted city radio channel is busy, would the TPD dispatcher be expected to assist?
9. Would the LCSO be able to provide two dedicated stations (1) dispatcher/ (1) call taker to TPD?
10. Would the dispatchers be able to view live video feeds from our water treatment plants, Skateboard Park, Wooten Park and Seaplane marina base and city hall? Including the placement of monitors to facilitate this?
11. Would TPD dispatchers/call takers be able to monitor panic alarms for City Hall?
12. Would LCSO provide after hours call out for the city Water Department/Wastewater Department/General Services etc?
13. In the event one of the dedicated TPD dispatchers/call takers are unable to work (i.e. sickness, vacation or FMLA), will that vacancy be filled?
14. In the event that a dispatcher/call takers for either LCSO or another contracted city is unable to work, would any of the dedicated TPD dispatchers/ call takers assist or work for or share any duties for LCSO or any other contracted city?
15. Will the TPD dispatchers/ call takers be principally the same individuals?
16. The current average experience level of a current TPD dispatcher/call taker is 6 years. Will the TPD dispatchers have the same level of experience as LCSO or any other contracted city?
17. Currently TPD and LCSO do not use the same CAD/RMS system. If Spillman is not ultimately LCSO's CAD/RMS, or if there is a delay in Spillman implementation, would LCSO be willing to use TPD's software including our RMS system?
18. If so, will TPD dispatchers/call takers enter all required information into the names/vehicle/property and other tables in our RMS system?
19. Will TPD dispatcher/call takers be able to enter information into our RMS system when our Records Analyst is on vacation or sick.
20. Will the TPD dispatchers be able to monitor city radio traffic, including seaplane operations, Splash Park and public works?
21. What access would TPD officers and staff have to the TPD dispatchers?

22. Would LCSO automatically send deputies to any major incident without a request from TPD (i.e. bank robberies, fights in progress)?
23. Will LCSO determine what it feels is appropriate staffing for TPD?
24. Will LCSO answer the non emergency line with "Tavares Police Department"?
25. Would LCSO be willing to accommodate TPD on specific dispatching procedures, for example, dispatching calls within 60 seconds of obtaining information?
26. What process will LCSO employ to pass on employee raises and will TPD be responsible for any infrastructure upgrades?
27. Will LCSO be willing to provide TPD with a monthly dispatch report that include the following areas (whether or not Spillman or LCSO's CAD is used):
  - Number of calls for service including traffic stops and extra patrols.
  - Number of calls for service per dispatch zone including call natures or types.
  - Number of 911 calls
  - Average call response times for priority calls (priority calls to be identified by TPD).
  - Average call response times for non-priority calls.
  - Average time spent on the following calls as required for reporting on a current FDOT grant:
    - Traffic Stops
    - Motor Vehicle Crashes
    - DUI's
  - Call breakdowns by day and time for resource allocation planning.
  - Call for service reports by address, street or geographical area if requested.

I would like to thank you in advance for answering these questions. If you have any questions please feel free to call me at anytime.

Sincerely,

Stoney Lubins  
Chief of Police

# ATTACHMENT "B"

Sheriff

Lake County



Gary S. Borders

360 West Ruby Street

Tavares, Florida 32778

Phone 352-343-9500

August 31, 2010

City of Tavares  
Attn: Mr. John Drury, City Manager  
P. O. Box 1068  
Tavares, FL 32778

Dear Mr. Drury,

Please allow this letter to serve as a proposal for providing dispatching services to your Police Department, as requested. After reviewing calls for service it was determined that it will require five Dispatchers to provide the level of service to your agency that you currently maintain. The cost for Dispatchers includes salary and benefits at a cost of \$ 49,553.31 per Dispatcher for a total cost of \$ 247,766.54 per year.

Additionally, equipment that will be required to perform these dispatching services will cost \$ 141,635.00. However, this cost can be reduced if permitted to utilize existing furniture, telecommunication connections, voice data system, and the Stancil recorder that you presently maintain. Please see attached for an itemization which will include yearly reoccurring fees to maintain these services.

Please feel free to contact me at (352) 343-9836 should you have any questions or need further explanation.

Sincerely,

  
Gary S. Borders, Sheriff

Major Wayne S. Longo  
Administrative Services

Equipment	Quantity	Amount
-----------	----------	--------

<b>Radio</b>		<b>\$71,067.00</b>
Equipment and Licenses		\$53,177.00
Engineering and ST		\$4,675.00
Installation services		\$8,500.00
Freight		\$425.00
Portable radio		\$4,290.00

<b>Furniture</b>		<b>\$7,202.00</b>
(Pending use of your furniture)		

<b>Telecommunication</b>		<b>\$63,366.00</b>
Stancil 10-9 recorder playback	1	\$280.00
Stancil 16 port recorder card	1	\$8,288.00
Call forward feature from TPD to LCSO		\$60.00 (annual)
NEC telephone for radio position	1	\$300.00
Headsets	5	\$763.00
1 Dell Optiplex Desktop		\$1,175.00
2Additional Monitors		\$300.00
1 Desktop UPS		\$150.00
1 Ergonomic Keyboard		\$50.00
Cisco ASA 5510		\$3,000.00 (annual)
(Pending use of your ASA)		
T1 Line from CPD to LCSO		\$9,000.00 (annual)
(Pending use of your T1 Line)		
Spillman Interfacing		\$40,000.00

<b>Total</b>		<b>\$141,635.00</b>
--------------	--	---------------------

# ATTACHMENT "C"

FUND 001  
DEPT 21  
DIVISION 02

CITY OF TAVARES  
PROPOSED BUDGET  
FISCAL YEAR 2010-2011

## COMMUNICATIONS CENTER/DISPATCH EXPENDITURES

ACCT #	ACCOUNT DESCRIPTION	AUDITED ACTUALS 2008-09	REVISED BUDGET 2009-10	PROPOSED BUDGET 2010-11	% CHANGE OVER FY 09-10
<i>SALARIES AND BENEFITS</i>					
521.12-10	REGULAR SALARIES	313,368	276,171	273,577	-0.94%
521.13-10	OTHER SALARIES & WAGES	0	0	0	0.00%
521.14-10	OVERTIME	61,355	42,037	42,457	1.00%
521.15-10	CHRISTMAS BONUS	0	0	0	0.00%
521.21-10	FICA / MED TAXES	27,525	23,114	23,192	0.34%
521.22-10	RETIREMENT	6,251	0	0	0.00%
521.22-20	FL STATE RETIREMENT	32,267	31,344	29,464	-6.00%
521.23-10	HEALTH INSURANCE	39,429	37,343	40,893	9.51%
521.23-15	DENTAL INSURANCE	2,134	1,235	1,943	57.33%
521.23-20	LIFE INSURANCE	1,604	1,808	1,696	-6.19%
521.23-30	DEPENDENT HEALTH INSURANCE	21,263	12,146	9,555	-21.33%
521.23-35	DEPENDENT DENTAL INSURANCE	1,760	1,965	1,238	-37.00%
521.23-40	LONG TERM DISABILITY	1,449	1,650	1,555	-5.76%
521.24-10	WORKERS' COMPENSATION	2,624	5,191	3,868	-25.49%
521.25-10	UNEMPLOYMENT COMPENSATION	0	0	0	0.00%
* SALARIES AND BENEFITS		511,029	434,004	429,438	-1.05%
<i>OPERATING EXPENDITURES</i>					
521.31-25	PSYCHOLOGICAL TEST & POLY	220	400	200	-50.00%
521.34-10	CONTRACTUAL SERVICES	14,782	19,338	5,144	-73.40%
521.40-10	TRAVEL & PER DIEM	2,708	0	0	0.00%
521.41-10	TELEPHONE	6,910	5,250	1,617	-69.20%
521.45-10	LIABILITY	8,537	21,843	22,935	5.00%
521.46-10	REPAIR & MAINT. - BUILDING	0	0	0	0.00%
521.46-15	REPAIR & MAINT. - EQUIPMENT	1,238	1,500	1,200	-20.00%
521.51-10	OFFICE SUPPLIES	18	0	0	0.00%
521.52-10	OPERATING SUPPLIES	10,271	5,600	3,200	-42.86%
521.52-11	DURABLE GOODS	0	0	0	0.00%
521.52-25	UNIFORMS	549	500	400	-20.00%
521.52-50	TRAINING	0	4,000	4,000	0.00%
521.54-10	BKS, PUB, SUB, MEM, LIB	24	200	100	-50.00%
* OPERATING EXPENDITURES		45,257	58,631	38,796	-33.83%
<i>CAPITAL EXPENDITURES</i>					
521.62-20	BUILDINGS	0	0	0	0.00%
521.64-10	EQUIP - REPLACEMENT	0	0	0	0.00%
521.64-13	EQUIP - COMP REPLACEMENT	0	0	0	0.00%
521.64-14	EQUIP - NEW COMPUTERS	0	0	0	0.00%
521.64-15	EQUIP - NEW	0	3,750	0	0.00%
521.64-23	SOFTWARE	0	0	0	0.00%
* CAPITAL EXPENDITURES		0	3,750	0	0.00%
<b>TOTAL COMM CENTER/DISPATCH</b>		<b>556,286</b>	<b>496,385</b>	<b>468,234</b>	<b>-5.67%</b>

# ATTACHMENT "D"

## RESOLUTION 2006-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, PROVIDING DIRECTION AND SUPPORT FOR THE POLICE DEPARTMENT TO IMPLEMENT A FULLY FUNCTIONING 911 AND RADIO COMMUNICATIONS CENTER.

WHEREAS, the City of Tavares desires to reinstate a fully functioning radio and 911 communications center; and

WHEREAS, such a center will improve the level of service for all residents; and

WHEREAS, such a center will improve the safety and efficiency of the police officers; and

WHEREAS, such a center will improve the communications for other city departments; and

WHEREAS, such a center will improve security for city buildings and infrastructure; and

WHEREAS, such a center will allow residents to obtain help from City Hall at all times; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF TAVARES:

That the City of Tavares directs and supports the implementation of a fully functioning 911 and police communications center to be operational by October 1, 2007.

PASSED AND ADOPTED by the City of Tavares, this 6<sup>st</sup> day of September, 2006.

\_\_\_\_\_  
Nancy Clutts, Mayor

Attest:

\_\_\_\_\_  
Nancy A. Barnett  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Q. Williams, City Attorney

# ATTACHMENT "E"

Regular Council Meeting – January 18, 2006  
Page 17

1 Councilmember Abernathy asked Attorney Williams to explain the value of CRA and its legal  
2 powers that the Council does not have.

3  
4 Attorney Williams asked Councilmember Abernathy if he meant the CRA Committee?  
5 Councilmember Abernathy answered in the affirmative.

6  
7 Attorney Williams said the CRA Committee is an advisory committee only. He said all of the  
8 statutory CRA powers; i.e. the expenditure powers, are retained to the City Council. He said  
9 the City Council is the CRA for Tavares. He said when the CRA Advisory Committee was  
10 created by a previous Council there was a thought to include downtown business people with  
11 special skills to assist in the downtown planning as an advisory board only.

12  
13 Councilmember Wilson

- 14
- 15 • Stated on Friday December 23<sup>rd</sup> around 2:00 p.m. he had stopped by City Council to  
16 check his mail. He said there was a lady standing outside her car door and he said it  
17 appeared that she had been crying. He said he had asked her if he could help her and  
18 she responded that a city officer was supposed to meet her but that she had been  
19 waiting for several minutes. He said he had explained to her that the offices were  
20 closed during the holidays but that there were people on duty and he would contact  
21 someone. (He said a lot of people do not know that the offices close and the Sheriff  
22 [dispatch] takes over.) She said her bank had told her to go to the Tavares police  
23 department. He said a sheriff's deputy had responded and told him he would stay with  
24 the woman until an officer came. He said he had then spoken with the Police Chief  
25 who had responded that he was sorry it had happened and that he would like to have  
26 that desk staffed 24-7 but that he not only could not afford to have the desk staffed 24-  
27 7 but that he also needed four new officers. He said if Chief Lubins needs four new  
28 officers he needed to bring that proposal to City Council and that Council should  
29 consider that instead of a new fountain or shrubbery or boat races.
  - 30 • He said he had read recently a letter to the editor from Gene Smith. He said he would  
31 have liked to call Mr. Smith and tell him he agreed with him but that as a  
32 councilmember he was prohibited from that. He said some people are proposing one  
33 way traffic coming into Tavares and one way traffic going out of Tavares. He said he  
34 knows from past statistics that one way traffic does not slow down traffic, if anything  
35 it speeds up traffic. He said some people are proposing a five and six foot median and  
36 medians cause accidents. He said in the past he had been appointed and served two  
37 years on the Governor's highway safety commission and was also elected and served  
38 two, two year terms as president of the Florida Driver Safety Education Association.
  - 39 • He said he had received a call on January 6, 2006 from a gentleman who said there  
40 was a Tavares City truck going through the drive through window at McDonalds in

# ATTACHMENT "F"

City Council Workshop – August 7, 2006 Page 7

1 system has been upgraded throughout the years with the replacement of certain components. The  
2 company the city has worked with has also worked with a lot of other municipal government  
3 sound systems. Mayor Clutts stated she would like to allow an expert in the field to make a  
4 recommendation to Council. Ms. Houghton stated that when the city goes out for a bid on an  
5 item it comes back before Council for approval of the selection.

## 6 7 Capital Improvement Plan

8  
9 Ms. Houghton stated there may be some items that staff has not included, and asked Council to  
10 consider any needs that should be included or prioritized in the Capital Improvement Plan.  
11 Mayor Clutts stated she has concerns about moving some of the public safety facilities to the  
12 Woodlea complex. Ms. Clutts stated the city is creating a more walkable community with higher  
13 density ratios in the downtown, and the citizens feel more comfortable in an environment with a  
14 high profile and high visible public safety element. Councilmember Speaks stated other  
15 communities have moved their police further from downtown but that they are still close in  
16 proximity. He noted the city could also look at a substation #2, replacing fire station #1 with a  
17 public safety complex.

## 18 19 Police Dispatch Center

20  
21 Councilmember Wilson stated he would like to add positions to staff the police department  
22 information desk twenty four hours a day and seven days a week. Mr. Wilson inquired if five  
23 civilian employees would provide the necessary coverage for the information desk. Chief Lubins  
24 stated the city saved money when the communication center was disbanded, but it eliminated the  
25 twenty four hour staffing and security in City Hall. Chief Lubins expressed his support and said  
26 he did not request the additional civilian staffing because he felt the six additional police officers  
27 are critical to police operations. Councilmember Speaks asked how many police departments in  
28 Lake County are accessible to the public. Mr. Lubins stated every police department with a  
29 dispatch center has staff on site that can assist the public. Mr. Lubins stated every city in Lake  
30 County with a population of over 5,000 has their own in-house dispatch center except Tavares.  
31 He said Groveland, Clermont, Lady Lake, Leesburg, Mount Dora, and Eustis have an in-house  
32 dispatch center. Chief Lubins stated he has requested civilian positions that will perform evening  
33 duties while manning the police lobby desk. A bullet proof window has been included in the  
34 budget, the City Hall alarm system will be reinstated, and the civilian staff will monitor City Hall  
35 by camera monitors for twenty-four hour coverage. Discussion followed regarding staffing and  
36 shift needs.

## 37 38 **Consensus for Council for staff to bring back the cost for three civilian employees to staff** 39 **the police lobby desk.**

40  
41 Mayor Clutts encouraged Council to attend a ride-along with a police officer. Ms. Houghton  
42 stated the Tahoe's are budgeted in Police Impact Fees to offset the officers that are added due to  
43 growth.

44  
45 Community Grant - Performing Arts of Lake and Sumter Counties (PALS) – LSCC Performing

# ATTACHMENT "G"

Regular Council Meeting – August 16, 2006

Page 13

1 **Robert Speaks moved for approval of the wastewater reuse program, seconded by**  
2 **Sandy Gamble. The motion carried unanimously, 5-0.**

3  
4 **Tavares Police Dispatch Services – Discussion**

5  
6 Chief Lubins stated Council inquired about staffing the police department information desk  
7 twenty four hours per day at the last budget workshop. Chief Lubins stated it was his  
8 understanding that there is an interest in reestablishing the communication center that was  
9 disbanded in 2000. Chief Lubins noted changes in the city since 2000 including population  
10 and police call increases. He stated that the city currently contracts with the Sheriff's Office  
11 for dispatching services at a cost of \$180,000 per year and those funds could be utilized  
12 toward reestablishing the communication center. Mr. Lubins stated the Sheriff's Office has  
13 provided a good service to the City, but that having its own dispatch center will provide  
14 increased service to the residents of Tavares. He referred to his memo in the agenda packet in  
15 which he had outlined a list of advantages to having the service. Chief Lubins requested that a  
16 resolution be considered to support the reestablishment of a communications center with an  
17 October 1, 2007 operational target date. He said having a resolution would assist staff in  
18 beginning the process of developing the information, negotiating for equipment, and planning  
19 for funding.

20  
21 Mayor Clutts expressed her support and stated this would allow the city to have control of  
22 communications and provide continuity.

23  
24 Councilmember Speaks inquired how many full time staff positions will be recommended.  
25 Mr. Lubins stated the current request would minimally include six full time dispatchers,  
26 however; eight dispatchers are preferred to ensure complete coverage. Mr. Speaks inquired  
27 about the cost of a full time dispatcher; Mr. Lubins stated salary plus thirty percent. Mr.  
28 Lubins noted the Sheriff's Office provides six dedicated dispatchers at a cost of \$180,000.  
29 Mr. Lubins stated the city will need to offer a competitive salary for experienced dispatchers  
30 when initially reestablishing the communication center. Mr. Speaks asked if the city will  
31 have the same difficulty with staffing issues as the county. Mr. Lubins stated the city will  
32 provide benefit packages and noted he has already received responses from individuals who  
33 would like to work in the communication center if approved by Council. Mr. Speaks inquired  
34 about necessary equipment. Mr. Lubins stated there will be reinstallation costs of some of the  
35 911 equipment and the city is eligible for a portion of the fifty cent 911 surcharge proceeds.  
36 The city has two working radio consoles. Some equipment may need to be replaced and any  
37 operational equipment will be utilized. Mr. Speaks inquired if there will be a dual capability  
38 for dispatching to the fire department and/or water department trucks. Mr. Lubins stated the  
39 fire department currently contracts with the tri-city system through Lake Sumter, EMS, All

1 911 calls will come into the Tavares communication center, and any Fire/EMT calls will be  
2 transferred to that system as per the current procedure with Lake County.

3  
4 Vice Mayor Gamble inquired about current channel frequency issues. Chief Lubins stated the  
5 Sheriff has a dedicated channel for the city that is utilized for other cities when there is a  
6 heavy call load but that this is not a common occurrence.

7  
8 Mayor Clutts noted that a resolution will express that a communication center is a priority of  
9 the current Council. The communication center will need to be budgeted in the next fiscal  
10 year and be considered by the next Council. Ms. Barnett stated some budgetary impacts will  
11 be incurred in the spring of 2007.

12  
13 Mayor Clutts asked for comments from the audience.

14  
15 Mr. Norb Thomas, 1601 N. New Hampshire stated he is in support of establishing a police  
16 communication/dispatch center.

17  
18 Robert Speaks noted there were budgetary reasons for eliminating the communications center  
19 in 2000 but that if it is re-established it should be done correctly and be included in the budget  
20 for the long term.

21  
22 **MOTION**

23  
24 **Sandy Gamble moved for approval of staff to develop a resolution for a communications**  
25 **center, seconded by Dennis Wilson. The motion carried unanimously, 5-0.**

26  
27 **Kentucky Avenue Resurfacing – Request for Change Order to Superior Resurfacing**  
28 **Contract**

29  
30 Ms. Barnett asked Ms. Houghton to comment on the funding source for this proposed change  
31 order.

32  
33 Ms. Houghton stated there are a lot of projects before the city and the funds for the Kentucky  
34 Avenue Resurfacing may need to be utilized from the general fund reserves instead of the  
35 infrastructure sales tax fund (as noted on the agenda cover sheet). Councilmember Speaks  
36 inquired if it is a reimbursable expense if funded from the general fund reserves. Ms.  
37 Houghton confirmed and noted that it is refundable as long as the transaction occurs in the  
38 same year. Councilmember Speaks inquired if St. Clair Abrams was completed and if curb  
39 and gutter will be placed all the way to US441. Mr. Frederick stated another course of  
40 layering needs to be added and the curb and gutter is part of the capital improvement projects.

# ATTACHMENT "H"

Regular Council Meeting – September 6, 2006

Page 5

1  
2 Mayor Clutts asked for comments from the applicant or applicant's representative. Mr.  
3 Green, Green Consulting Group, introduced Mr. Tom Hoffmeister. Mr. Speaks inquired if the  
4 egress onto Mr. Homer Road will be gated. Mr. Green confirmed and stated it will be an exit  
5 only access.

6  
7 Mr. Hoffmeister provided a brief history and vision of the Hoffmeister Construction  
8 Company. He provided hard renderings of the project for Council's review. Mr. Hoffmeister  
9 stated the concept is to create a community rather than a condominium project with twenty  
10 building containing six units per building. A boulevard has been designed along with side  
11 entrance garages underneath each four story building to create more green space and buffering  
12 in the front. Mr. Hoffmeister stated the building designs have an appearance of large homes.  
13 Colors, window shapes, roof shapes, pathways, and fences will be adjusted for each building  
14 for a Charleston design. Fifty percent of the building will have a lake view and a small  
15 clubhouse and pool is designed to accommodate forty persons.

16  
17 Mayor Clutts asked for comments from the audience.

18  
19 Mr. T. J. Fish stated his support for the development.

## 20 21 MOTION

22  
23 **Sandy Gamble moved for approval of Ordinance 2006-19, seconded by Robert Speaks.**  
24 **The motion carried unanimously, 5-0.**

## 25 26 Resolution 2006-16 – Public Safety Dispatch Center

27  
28 Ms. Novack read the resolution by title only;

### 29 30 **RESOLUTION 2006-16**

31  
32 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
33 **TAVARES, FLORIDA, PROVIDING DIRECTION AND SUPPORT**  
34 **FOR THE POLICE DEPARTMENT TO IMPLEMENT A FULLY**  
35 **FUNCTIONING 911 AND RADIO COMMUNICATIONS CENTER.**  
36

37 Ms. Barnett stated Council approved staff bringing forward a resolution formalizing  
38 this Council's intent to reestablish a dispatch center. Planning for the new dispatch  
39 center will require planning and some expenditures during the current fiscal year.

40  
41 Mayor Clutts asked for comments from the audience.

## 42 43 MOTION

44  
45 **Sandy Gamble moved for approval of Resolution 2006-16, seconded by Robert**  
46 **Speaks. The motion carried unanimously, 5-0.**  
47

## EXHIBIT D

### EMPLOYEE 2% Cost of Living Adjustment

1. At the August 18<sup>th</sup>, 2010 Council meeting, Council Member Sandy Gamble asked that the Council consider moving the 2% employee cost of living adjustment from six months into the next fiscal year (April 1, 2011) to the beginning of the next fiscal year (October 1, 2010). He indicated a reserve funding source to accomplish that goal.
2. The estimated cost to accomplish this goal on the General fund is \$82,000.
3. Reserves are typically used for onetime non reoccurring expenses. In this case, reserves could be used one time for next fiscal year and the estimated \$208,500 of additional tax revenues from all of the new businesses that have moved to and permitting new or expanded facilities in Tavares could take over the cost of this adjustment after next fiscal year on a reoccurring bases.

#### ESTIMATED NEW BUSINESS CONSTRUCTION TAX REVENUE

1. Shanti Naketan, the \$4.2 million international food oriented retirement community under construction south of the YMCA is 90% sold out and they are moving on to phase II and purchasing additional property to construct phase II.
2. Dollar Tree Store is pulling permits for a new store next to Kohl's \$650,000.
3. Osprey Lodge a \$15 million Alzheimer, Assisted Living, and independent living facility across from the hospital is moving forward. The Building Plans are presently under review and the owner expects to receive final HUD financing within the next several months.
4. Premier Surgical Center a \$4,050,000, 19,985 square foot outpatient surgical center before JJ Fins is nearing completion.
5. AL's Landing on Ruby Street \$629,000, 8132 square foot, two storey restaurant complex has completed its first floor restaurant and is building out its second floor and proposing a steak/seafood house.
6. Al's Dockside off Ruby Street on the water's edge of Lake Dora a \$115,000, 2340 square foot waterfront restaurant is nearing completion.
7. Winn Dixie at the end of St. Clair Abrams is completing its \$780,000 renovation to the store's interior and adding a liquor store .
8. Chet Lemon's Sports Complex off Lane Park Cut-Off (across from the middle school) has submitted his 164,000 Square Foot three story Sports Complex facility site plan and building permits for review. \$4.3 million.
9. Etowah subdivision has submitted their infrastructure Construction Plans for approval (100 single family lots).
10. James Ellrodt pulled a permit for the \$185,000 (3044 square foot) construction of a 3 unit office building on a vacant lot on mainstreet west of the jail.
11. Recently Lucky Dog Pizza and the Green K9 dog day care and retail store renovated and opened up on main street.

Estimated value is approximately \$30 million. This equates to \$208,500 in additional City tax revenue once all projects are completed.

# Attachment to Exhibit D

PREPARED 09318/10,  
PROGRAM GL601L  
DEPT-PR2Detail by

DEPARTMENT		Pay Increase Cost 2% at 4-11-2011	Additional Cost for Pay Inc at 10-1-10
** ADMINISTRATION - City Council	1101	288	294
** EXECUTIVE - City Administrator	1201	2,067	2,207
* SALARIES AND BENEFITS - Finance	1301	5,692	5,783
* SALARIES AND BENEFITS	1302	857	873
** COMMUNITY DEVELOPMENT	1501	3,587	3,639
** CITY CLERK	1601	1,345	1,367
** HUMAN RESOURCES	1701	1,445	1,468
** PUBLIC RELATIONS	1801	561	572
** GENERAL GOVERNMENT-Fleet	1901	2,271	2,322
* SALARIES AND BENEFITS - Police	2101	19,169	19,322
* SALARIES AND BENEFITS -Police Communication	2102	3,675	3,741
* SALARIES AND BENEFITS - Code Enforcement	2103	353	424
** FIRE SERVICES	2201	2,690	2,806
** GENERAL SERVICES	4101	3,472	3,529
** ECONOMIC DEVELOPMENT	5901	1,656	1,684
** LIBRARIES	7101	3,412	3,470
* SALARIES AND BENEFITS - Parks	7201	5,006	5,086
* SALARIES AND BENEFITS - Recreation	7202	2,459	2,496
**** GENERAL FUND		60,005	61,083
		=====	=====
* SALARIES AND BENEFITS -Econ Dev		164	184
****TIF FUND		164	184
		=====	=====
* SALARIES AND BENEFITS - Water Treatment	3301	2,773	2,817
* SALARIES AND BENEFITS - Distribution	3302	3,535	3,595
* SALARIES AND BENEFITS - Treatment	3501	2,726	2,761
* SALARIES AND BENEFITS - LAB	3503	1,434	1,458
* SALARIES AND BENEFITS - Collection	3504	3,380	3,436
**** WATER & SEWER FUND		13,848	14,067
		=====	=====
* SALARIES AND BENEFITS - Sanitation	3401	3,143	3,192
**** SANITATION FUND		3,143	3,192
		=====	=====
* SALARIES AND BENEFITS - Stormwater	3801	1,314	1,338
**** STORMWATER MANAGEMENT		1,314	1,338
		=====	=====
* SALARIES AND BENEFITS - Prop Shop	4301	692	701
* SALARIES AND BENEFITS - Marina - Seaplane Base	4302	672	682
* SALARIES AND BENEFITS - Water Taxi	4303	657	666
* SALARIES AND BENEFITS - Splash Park	7202	524	534
**** SEAPLANE/MARINA FUND		2,545	2,583
		=====	=====
GRAND TOTAL		81,019	82,447

# Exhibit E

## CITY OF TAVARES WATER METER REMOVAL POLICY

---

1 The City of Tavares shall own and maintain all water meters metering water consumption by City of Tavares' customers. The customer shall own and maintain all attachments up to the water meter on the customer's side of the meter.

2 All meters shall be set and reset by a City of Tavares Water Utility employee unless otherwise authorized by the Utility Director.

3 When a water meter has been removed for unauthorized meter access, the property owner is required to complete a Meter Reset application and pay the cost for a new meter and reset fees.

### Single Family Residence

4 A property owner may request a **potable water meter** to be removed under the following conditions:

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

### Multi-Family and Commercial

5 A property owner may request a **potable water meter** to be removed under the following conditions:

- a) The structure that the meter serviced has been demolished or removed from the property, and no structures remain that were attached to the demolished structure.
- b) A replacement structure will not be erected within one year.
- c) The property owner is required to pay all costs associated with the installation for a new meter installation.
- d) No other meters will remain active on the property

6 Irrigation meters currently installed and servicing a vacant parcel may not be removed.

7 Fees for meter removals will be assessed at the Voluntary Service Disconnection Rate and require advance payment.

8 All requests for meter removals require approval of the Utility Director and the Finance Director

APPLICATION FOR REMOVAL OF WATER METER

1 Date of Request: \_\_\_\_\_

2 Name of person requesting meter to be pulled: \_\_\_\_\_

3 Meter Number: \_\_\_\_\_

4 Utility Account Number CUST NO. \_\_\_\_\_ LOC NO. \_\_\_\_\_

5 Meter Type: POTABLE \_\_\_\_\_ IRRIGATION \_\_\_\_\_

6 Property Address: \_\_\_\_\_

7 Subdivision Name if applicable: \_\_\_\_\_

8 Please check one:

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

9 Owner's name \_\_\_\_\_

10 Owner's Address \_\_\_\_\_

11 Owners phone number \_\_\_\_\_

12 Is the property vacant? YES \_\_\_\_\_ NO \_\_\_\_\_

13 If yes - for how long? YEARS \_\_\_\_\_ MONTHS \_\_\_\_\_

14 Is a permit in process for the property YES \_\_\_\_\_ NO \_\_\_\_\_

15 If yes, provide Permit No. and date: PERMIT NO \_\_\_\_\_ DATE \_\_\_\_\_

16 If no, will a permit be applied for: YES \_\_\_\_\_ NO \_\_\_\_\_

17 Reason for meter to be pulled: \_\_\_\_\_

18 Owner's Signature \_\_\_\_\_  
*Date*

19 Utility Director Approval \_\_\_\_\_  
*Date*

20 Finance Director Approval \_\_\_\_\_  
*Date*

*Attach a copy of this form to the work order*

**RESOLUTION 2010- 09**

**A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 6.95 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2010-2011; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS LESS THAN THE "ROLLED-BACK" RATE.**

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

**WHEREAS**, the City of Tavares of Lake County, Florida on September 8, 2010, adopted Fiscal Year (Tentative/Final) Millage Rates following a public hearing held at 5:05 p.m. as required by Florida Statute 200.065.

**WHEREAS**, the City of Tavares of Lake County, Florida, on September 22, 2010 held a second public hearing at 5:05 p.m. as required by Florida Statute 200.065: and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as \$671,531,382.

**NOW THEREFORE, BE IT RESOLVED** by the City of Tavares of Lake County, Florida, that:

1. The Fiscal Year 2011 operating millage rate is 6.95 mills, which is less than the rolled back rate of 7.5669 by 8.15%.
2. The voted debt service millage is 0.00.
3. This Resolution will take effect immediately upon its adoption.

**PASSED AND RESOLVED** this 22<sup>nd</sup> day of September 2010, by the City Council of the City of Tavares, Florida. Time Adopted: \_\_\_\_\_

\_\_\_\_\_  
Robert Wolfe, Mayor  
Tavares City Council

ATTEST:

\_\_\_\_\_  
Nancy A. Barnett  
City Clerk

\_\_\_\_\_  
Approved as to form:  
Robert Q. Williams,  
City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 6**

**SUBJECT TITLE: Resolution #2010-10 -Tentative Budget for FY 2011 & Public Hearing**

---

**OBJECTIVE:**

To consider the approval of Resolution 2010-10 – Tentative Budget for FY 2011 and receive public input.

**SUMMARY:**

The tentative budget is based on the following assumptions and details:

- Ad valorem millage rate of 6.95 mills which is 8.15% less than the rollback rate of 7.5669 mills
- An assessed taxable property value of \$671,531,382 which is a decrease of 17.03% from the prior year
- A cost of living increase for employees of 2% for all City employees effective April 1, 2011
- Elimination of the ½ day furlough per month for all employees
- Staffing level decreases – four positions will not be filled
- Fire Pension contribution rate increase from 21.7% to 22%
- Police Pension contribution rate increase from 19% to 20.8%
- Health & dental insurance rate increase of 9.32%
- Workers' compensation rate increase of 5%
- General liability rate increase of 5%
- Push capital replacements until the following year
- Fund only operational costs critical to the service delivery mission
- Maintain a similar level of service.

Previously the City Council discussed the proposed FY 11 Budget at the following public meetings:

- March 2
- March 17<sup>th</sup>
- July 28<sup>th</sup>
- August 4<sup>th</sup>
- August 18<sup>th</sup>

The Council set the tentative maximum millage rate at 6.95 mills which resulted in a balanced General Fund draft budget of \$11,266,112. The General Fund Tentative budget has been adjusted to \$11,303,993 as shown below:

**ADJUSTMENTS to GEN FUND DRAFT BUDGET  
FOR TENTATIVE BUDGET AMOUNT**

<b>REVENUES</b>	
Reserve Appropriations	\$ 37,880
	\$ 37,880
<b>EXPENDITURE APPROPRIATIONS</b>	
Adjust for final premium amount for health & dental insurance	\$ 14,390
Adjust for City Administrator compensation agreement	\$ 13,490
Adjust for lost revenue source in fund 103 (Police Automation)	\$ 10,000
	\$ 37,880
Draft Gen Fund Budget for 2011	\$ 11,266,113
Adjustments as provided	37,880
Tentative Budget for 2011 as presented 9-8-2010	\$ 11,303,993

\*City Administrator compensation includes related benefit costs.

The average value of a home in Tavares is \$125,000. This equates to a \$521.25 annual or \$43.44 monthly city tax payment for a homesteaded home ( $\$125,000 - \$50,000 / 1000 \times 6.95$ ).

The General fund included those salient items identified on Exhibit A and cuts identified on Exhibit B. The other enterprise fund budgets were presented as follows:

1. Water/Wastewater/Reclaim \$6,697,149
2. Sanitation/Garbage \$2,350,825
3. Stormwater \$673,810

At the Council's August 18th Budget Workshop, Council reviewed the budgets and staff was asked to bring back the following information at the next budget meeting:

1. Information related to contracting out 911 services to the Sheriff (See Exhibit C).
2. Moving the 2% employee cost of living adjustment from six months into the fiscal year (April 1, 2011) to the beginning of the fiscal year (October 1, 2010) – See Exhibit D.
3. Information related to water/sewer base rates for house rentals when vacant – See Exhibit E.
4. Adding a narrative description to each FY 11 Capital item – See attached Capital program and narratives.

**OPTIONS:**

1. Take Public input and adopt the Tentative FY 2011 Budget as reflected in Resolution No. 2010-10
2. Take Public input and adopt Resolution No, 2010-10 to reflect the tentative budget as approved.

**STAFF RECOMMENDATION:**

Take public input and move to approve the Tentative FY 2011 Tentative Budget as presented in Resolution No. 2010-10

**FISCAL IMPACT:** At this point all budgets are balanced. Changes will be reflected dependent upon Council changes.

**RESOLUTION 2010 - 10**

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR  
THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL  
YEAR 2010-2011.**

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

WHEREAS, a public hearing was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County Florida on September 8, 2010, at 5:05 p.m., as required by Florida Statutes 200.065; and

WHEREAS, the general public was given an opportunity to express its views pertaining to the proposed budget, and

WHEREAS, the City Council approved the tentative budget for 2010-2011, and

WHEREAS, a second public hearing is scheduled to be held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on September 22, 2010, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2010-2011 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of \$26,638,275 at the public hearing this 22<sup>nd</sup> day of September, 2010.

Fund Name	Fund Number	Original Budget	Revised Estimated Revenues	Reserve Appropriations or (Non-Appropriated Revenues)	Appropriations
General Fund	001	\$ 11,303,993	\$ 11,266,113	\$ 37,880	\$ 11,303,993
Water/Wastewater Utility	401	6,695,058	7,054,770	(359,712)	6,695,058
Water/Wastewater Impacts	441	1,256,398	310,000	946,398	1,256,398
W/WW RR&I Fund	443	-	300,000	(300,000)	-
W/WW SRF Construction	444	-	-	-	-
W/WW SRF Loan	445	778,976	778,976	-	778,976
Sanitation	402	2,350,825	2,350,825	-	2,350,825
Stormwater	403	718,380	462,375	256,005	718,380
	405	518,426	418,426	100,000	518,426
Police Education	102	3,146	2,500	646	3,146
Police Automation	103	27,875	100	27,775	27,875
Community Redevelopment	105	284,101	188,991	95,110	284,101
Special Events	106	36,491	17,500	18,991	36,491
Police Impacts	110	12,000	4,150	7,850	12,000
Fire Impacts	111	116,583	25,500	91,083	116,583
Forfeiture Fund	112	-	-	-	-
Park Impacts	114	28,700	6,100	22,600	28,700
Infrastructure Sales Tax	150	1,729,077	1,074,163	654,914	1,729,077
Grant Fund	151	82,319	82,319	-	82,319
Debt Service Fund	201	273,473	273,473	-	273,473
Capital Project Fund	301	-	-	-	-
Dental Insurance Fund	501	68,484	68,484	-	68,484
Municipal Police Pension	601	145,743	699,058	(553,315)	145,743
Firefighter's Pension	602	206,967	1,424,284	(1,217,317)	206,967
Mildred Hunter Trust	605	260	260	-	260
Woodlea Park Playground Trst	606	1,000	353	647	1,000
		<u>\$ 26,171,168</u>	<u>\$ 26,808,720</u>	<u>\$ (170,445)</u>	<u>\$ 26,638,275</u>

This resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 22<sup>nd</sup> day of September, 2010, by the City Council of the City of Tavares, Florida. Time Adopted: \_\_\_\_\_ P.M.

\_\_\_\_\_  
Robert Wolfe, Mayor  
Tavares City Council

ATTEST:

\_\_\_\_\_  
Nancy A. Barnett  
City Clerk

\_\_\_\_\_  
Approved as to form:  
Robert Q. Williams  
City Attorney

DETAIL OF CHANGES TO THE DRAFT BUDGET for TENTATIVE BUDGET

GENERAL FUND - Fund 001

<b>REVENUES</b>			
389.90-00	<b>APPROPRIATED RESERVES</b>		37,880
<b>EXPENDITURES</b>			
<b>ADMINISTRATION - 1201</b>			
512.12-10	REGULAR SALARIES	10,100	
512.21-10	FICA / MED TAXES	772	
512.22-10	RETIREMENT	1,010	
512.22-20	FL STATE RETIREMENT	1,472	
512.23-10	HEALTH INSURANCE	18	
512.23-15	DENTAL INSURANCE	33	
512.23-20	LIFE INSURANCE	64	
512.23-30	DEPENDENT HEALTH INSURANCE	(17)	
512.23-35	DEPENDENT DENTAL INSURANCE	174	
512.23-40	LONG TERM DISABILITY	56	
512.24-10	WORKERS' COMPENSATION	16	
<b>TOTAL ADMINISTRATION</b>			<b>13,698</b>
<b>FINANCE - 1301</b>			
Finance			
513.23-10	HEALTH INSURANCE	162	
513.23-15	DENTAL INSURANCE	164	
513.23-30	DEPENDENT HEALTH INSURANCE	(71)	
513.23-35	DEPENDENT DENTAL INSURANCE	618	
Total Finance			873
<b>TECHNOLOGY - 1302</b>			
513.23-10	HEALTH INSURANCE	18	
513.23-15	DENTAL INSURANCE	16	
513.23-30	DEPENDENT HEALTH INSURANCE	(17)	
513.23-35	DEPENDENT DENTAL INSURANCE	174	
Total Technology			191
<b>Total Finance &amp; Technology</b>			<b>1,064</b>
<b>COMMUNITY DEVELOPMENT - 1501</b>			
515.23-10	HEALTH INSURANCE	108	
515.23-15	DENTAL INSURANCE	99	
515.23-30	DEPENDENT HEALTH INSURANCE	(17)	
515.23-35	DEPENDENT DENTAL INSURANCE	174	
<b>Total Community Development</b>			<b>364</b>
<b>CITY CLERK - 1601</b>			
512.23-10	HEALTH INSURANCE	36	
512.23-15	DENTAL INSURANCE	33	
512.23-30	DEPENDENT HEALTH INSURANCE	(36)	
512.23-35	DEPENDENT DENTAL INSURANCE	347	
<b>Total City Clerk</b>			<b>380</b>
<b>Human Resources - 1701</b>			
513.23-10	HEALTH INSURANCE	36	
513.23-15	DENTAL INSURANCE	33	
513.23-30	DEPENDENT HEALTH INSURANCE	(36)	
513.23-35	DEPENDENT DENTAL INSURANCE	347	
<b>Total Human Resources</b>			<b>380</b>
<b>PUBLIC COMMUNICATIONS - 1 801</b>			
519.23-10	HEALTH INSURANCE	18	
519.23-15	DENTAL INSURANCE	16	
519.23-30	DEPENDENT HEALTH INSURANCE	(17)	
519.23-35	DEPENDENT DENTAL INSURANCE	(125)	
<b>Total Public Communications</b>			<b>(108)</b>
<b>FLEET MAINTENANCE - 1901</b>			
549.23-10	HEALTH INSURANCE	79	
549.23-15	DENTAL INSURANCE	72	
549.23-30	DEPENDENT HEALTH INSURANCE	4,707	
549.23-35	DEPENDENT DENTAL INSURANCE	161	
<b>Total Fleet Maintenance</b>			<b>5,019</b>
<b>POLICE SERVICES - 2101, 2102, 2013</b>			
Police - 2101			
521.23-10	HEALTH INSURANCE	504	
521.23-15	DENTAL INSURANCE	476	
521.23-30	DEPENDENT HEALTH	(231)	
521.23-35	DEPENDENT DENTAL INSURANCE	1,505	
521.34-10	CONTRACTUAL SERVICES	10,000	
Total Police			12,254
<b>COMMUNICATIONS - 2102</b>			
521.23-10	HEALTH INSURANCE	126	
521.23-15	DENTAL INSURANCE	132	
521.23-30	DEPENDENT HEALTH INSURANCE	(36)	
521.23-35	DEPENDENT DENTAL INSURANCE	396	
Total Dispatch			618
<b>CODE ENFORCEMENT - 2103</b>			

521.23-10	HEALTH INSURANCE	18	
521.23-15	DENTAL INSURANCE	16	
Total Code Enforcement			34
Total Police Services		12,906	
<b>FIRE - 2201</b>			
522.23-10	HEALTH INSURANCE	378	
522.23-15	DENTAL INSURANCE	362	
522.23-30	DEPENDENT HEALTH INSURANCE	(231)	
522.23-35	DEPENDENT DENTAL INSURANCE	2,627	
Total Fire			3,136
<b>GENERAL SERVICES 40101</b>			
541.23-10	HEALTH INSURANCE	95	
541.23-15	DENTAL INSURANCE	103	
541.23-30	DEPENDENT HEALTH INSURANCE	(36)	
541.23-35	DEPENDENT DENTAL INSURANCE	315	
Total General Services			477
<b>ECONOMIC DEVELOPMENT - 5901</b>			
559.23-10	HEALTH INSURANCE	36	
559.23-15	DENTAL INSURANCE	33	
559.23-30	DEPENDENT HEALTH INSURANCE	(17)	
559.23-35	DEPENDENT DENTAL INSURANCE	174	
Total Economic Development			226
<b>COMMUNITY SERVICES 7101, 7201, 7202</b>			
Library - 7101			
571.23-10	HEALTH INSURANCE	372	
571.23-15	DENTAL INSURANCE	115	
571.23-30	DEPENDENT HEALTH INSURANCE	(4,795)	
571.23-35	DEPENDENT DENTAL INSURANCE	(387)	
Total Library			(4,695)
Parks - 7201			
572.23-10	HEALTH INSURANCE	216	
572.23-15	DENTAL INSURANCE	197	
572.23-30	DEPENDENT HEALTH INSURANCE	4,645	
572.23-35	DEPENDENT DENTAL INSURANCE	(339)	
Total Parks			4,719
Recreation - 7202			
572.23-10	HEALTH INSURANCE	72	
572.23-15	DENTAL INSURANCE	65	
572.23-30	DEPENDENT HEALTH INSURANCE	(45)	
572.23-35	DEPENDENT DENTAL INSURANCE	222	
Total Recreation			314
Total Community Services			338
<b>TOTAL GENERAL FUND - 001</b>			<b>37,880</b>

**POLICE AUTOMATION - Fund 103**

<b>Revenues</b>			
351.10-00	POLICE JUDGEMENTS & FINES		(10,000)
<b>POLICE AUTOMATION FUND - 103</b>			
521.34-10	CONTRACTUAL SERVICES	(10,000)	
			(10,000)
<b>TOTAL FUND 103</b>			<b>(10,000)</b>

**WATER & SEWER - Fund 401**

<b>REVENUES</b>			
389.90-01	RETAINED EARNINGS		(2,091)
<b>EXPENSES</b>			
<b>WATER TREATMENT - 3301</b>			
533.23-10	HEALTH INSURANCE	79	
533.23-15	DENTAL INSURANCE	72	
533.23-30	DEPENDENT HEALTH INSURANCE	(26)	
533.23-35	DEPENDENT DENTAL INSURANCE	48	
Total Water Treatment			173
<b>WATER DISTRIBUTION - 3302</b>			
533.23-10	HEALTH INSURANCE	135	
533.23-15	DENTAL INSURANCE	123	
533.23-30	DEPENDENT HEALTH INSURANCE	(79)	
533.23-35	DEPENDENT DENTAL INSURANCE	323	
Total Water Distribution			502

WASTEWATER TREATMENT			
535.23-10	HEALTH INSURANCE	88	
535.23-15	DENTAL INSURANCE	81	
535.23-30	DEPENDENT HEALTH INSURANCE	(4,813)	
535.23-35	DEPENDENT DENTAL INSURANCE	459	
<b>Total Wastewater Treatment</b>			<b>(4,185)</b>
LABORATORY - 3503			
535.23-10	HEALTH INSURANCE	36	
535.23-15	DENTAL INSURANCE	33	
535.23-30	DEPENDENT HEALTH INSURANCE	(36)	
535.23-35	DEPENDENT DENTAL INSURANCE	347	
<b>Total Laboratory</b>			<b>380</b>
WASTEWATER COLLECTION			
535.23-10	HEALTH INSURANCE	126	
535.23-15	DENTAL INSURANCE	115	
535.23-30	DEPENDENT HEALTH INSURANCE	(71)	
535.23-35	DEPENDENT DENTAL INSURANCE	869	
<b>Total Wastewater Collection</b>			<b>1,039</b>
<b>Total Water and Sewer</b>			<b>(2,091)</b>

**SANITATION - FUND 402**

SANITATION - FUND 402			
534.23-10	HEALTH INSURANCE	114	
534.23-15	DENTAL INSURANCE	121	
534.23-30	DEPENDENT HEALTH INSURANCE	(53)	
534.23-35	DEPENDENT DENTAL INSURANCE	(90)	
534.52-15	FUEL COSTS	(92)	
<b>Total Sanitation Fund</b>			<b>0</b>
<b>Total Sanitation Fund</b>			<b>0</b>

**STORMWATER - FUND 403**

REVENUES			
389.90-00	APPROPRIATED RESERVES		267
EXPENSES			
STORMWATER - 403			
538.23-10	HEALTH INSURANCE	57	
538.23-15	DENTAL INSURANCE	53	
538.23-30	DEPENDENT HEALTH INSURANCE	(17)	
538.23-35	DEPENDENT DENTAL INSURANCE	174	
<b>Total Stormwater</b>			<b>267</b>
<b>Total Stormwater Fund</b>			<b>267</b>

**SEAPLANE BASE/MARINA- FUND 405**

PROP SHOP - 4301			
543.23-10	HEALTH INSURANCE	16	
543.23-15	DENTAL INSURANCE	15	
543.23-30	DEPENDENT HEALTH INSURANCE	(6)	
543.23-35	DEPENDENT DENTAL INSURANCE	57	
543.52-10	OPERATING SUPPLIES	(82)	
Total Prop Shop			0
SEAPLANE BASE - 4302			
543.23-10	HEALTH INSURANCE	17	
543.23-15	DENTAL INSURANCE	15	
543.23-30	DEPENDENT HEALTH INSURANCE	(6)	
543.23-35	DEPENDENT DENTAL INSURANCE	59	
543.52-10	OPERATING SUPPLIES	(85)	
Total Seaplane Base			0
TRANSPORTATION - 4303			
543.23-10	HEALTH INSURANCE	16	
543.23-15	DENTAL INSURANCE	15	
543.23-30	DEPENDENT HEALTH INSURANCE	(6)	
543.23-35	DEPENDENT DENTAL INSURANCE	57	
543.52-15	FUEL COSTS	(82)	
Total Transportation			0
SPLASHPARK - 7202			
572.23-10	HEALTH INSURANCE	5	
572.23-15	DENTAL INSURANCE	4	
572.52-10	OPERATING SUPPLIES	(9)	
Total Splash Park			0
<b>Total Seaplane Base &amp; Marina Fund</b>			<b>0</b>

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 7**

**SUBJECT TITLE: Request authorization for approval to request a grant from the Tourist Development Council to participate in the Pier and Pavilion Project**

---

**OBJECTIVE:**

To obtain authorization for approval to request a \$750,000 grant from the Tourist Development Council to participate in the Pier and Pavilion Project.

**SUMMARY:**

Previously the city budgeted \$1.5 million to construct a Pier and Pavilion project and spent approximately a year getting it permitted from DEP. The Horizon Project team has met with the Design Team and developed cost estimates to take the Pier and Pavilion project up a notch from a basic facility to an acceptable standard that could accommodate conferences and weddings. This results in an economic development project by attracting quality conference venues and wedding events to downtown Tavares. The upgrades to accommodate this would cost at least \$750,000 and the people using the facility would stay in area hotels. It is, therefore, appropriate to request assistance from the Tourist Development Council (TDC) to assist with their "Heads in Beds" tax that they collect from area hotels for this type of purpose.

Staff is recommending that Tavares--*America's Seaplane City*—be authorized to request \$750,000.00 in funding assistance over a three-year period in increments of \$250,000.00 each year from the Tourist Development Council for the construction of the \$2.25 million dollar Tavares Pier and Pavilion Project and upgrade it to a Lake County waterfront conference center and wedding facility. Like the Woodlea House, the exterior would remain true to the historic architecture of the previous Pavilion but the interior would be an economically viable contributor to the area's economy with the goal of becoming self sufficient.

The goal would be to be open for the Pavilion's 100 year anniversary in 2012.

This project would be aimed at attracting new multi-day specialty conferences, training seminars, business meetings, retreats, tradeshow, as well as specialty weddings, receptions, and anniversary celebrations. This initiative translates to an estimated 20,000 reservations for hotel rooms for the hoteliers in Lake County per year.

The Pier and Pavilion project is not unlike the successful Lake Mary Events Center (see: [www.lakemaryeventscenter.com](http://www.lakemaryeventscenter.com)) which touts itself as, ***“The jewel of the City’s downtown redevelopment area. Located on the shore of West Crystal Lake, the Center provides the ideal location for business meetings, weddings, receptions, banquets, parties, and retreats.”*** This facility was city-constructed, is city- operated and was an instant success immediately following its opening and is currently reserved by individuals and groups 18-months in advance.

Where the Lake Mary facility provides a “Plantation” thematic venue with large white columns and high ceilings, the Tavares project extends out over the water adjacent to the seaplane base and marina, providing a tropical and intimate lake side, “niche and wow” thematic venue. Seaplanes can moor along the water’s edge which will add to the conference ambiance, offerings and experience. Also, for the adventurous conference attendee, seaplane rides and flight instruction will be available.

A comprehensive activities program will be developed and marketed that will include many of Lake County’s exciting attractions that would appeal to spouses traveling with their mates to a conference or to the entire family that is traveling here to attend a family wedding. Seaplane excursions from the facility to the Bahamas and Key West for newly married couples will also be available.

It is anticipated that 20 thousand people a year will enjoy this new and unique Lake County asset which will significantly boost area hotel stays. Attached are letters from industry associations, including the Florida Airports Council and the Seaplane Pilots Association, which look forward to hosting conferences in the future at this facility here in Tavares bringing in many people who would never have visited Tavares nor Lake County but for this unique venue.

Without question, taking this project up a notch in a unique and special way will assuredly reach the goal of a positive experience for visitors and a positive experience for our economy and economic standing in Central Florida. A brief slide show presentation is available for the Council.

**STAFF RECOMMENDATION:** That Council authorize staff to pursue a grant from the Tourist Development Council in the amount of \$750,000 over a three-year period in increments of \$250,000 each year to assist in the Pier and Pavilion development Project

**FISCAL IMPACT:** This is a 100% grant request of \$750,000 to match the existing \$1.5 million budgeted, bringing the estimated cost of the project to \$2.25 million.



CENTRAL FLORIDA FIRE CHIEFS' ASSOCIATION (Inc 1964)

Post Office Box 547894  
Orlando, Florida 32854-7894  
Telephone 407.810.6796

President – Jim White, Vice-Pres – Gerard Ransom  
District 1 – Jim Reynolds, District 2 – Craig Haun, District 3 – Robert King  
District 4 – Richard Keith, District 5 – Charles Chapman, and Immediate Past-President – John Williamson

---

August 28, 2010

Mr. John Drury, City Administrator  
City of Tavares  
201 E. Main Street  
Tavares, Florida 32778

RE: Tavares, Florida – Pier and Pavilion Water-Front Conference Center

Dear Mr. Drury:

The Central Florida Fire Chiefs' Association [CFFCA] is comprised of over 170 chief officers from 29 public agencies throughout the counties of Orange, Seminole, Osceola, and Lake.

The CFFCA, partnering with other agencies and associations, hosts various training opportunity conferences, seminars, and task force workshops throughout our region.

In this regard, the CFFCA welcomes your project and its central location on the water situated in Tavares (FL) for our venue consideration.

Wishing your City much success in this project endeavor, please notify us once the project is completed.

Sincerely,

James White, Fire Chief  
President – CFFCA

352.343.2361



*Publishers of*  
Private Residential Directories

Quality Printing & Publishing, Inc.

902 North Sinclair Avenue • Tavares, Florida 32778 • Fax 352.343.2978 • Email: mdi@madaba.com

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August 29, 2010

Mr. John Drury  
City Manager  
City of Tavares  
201 E. Main Street  
Tavares, Fl. 32778

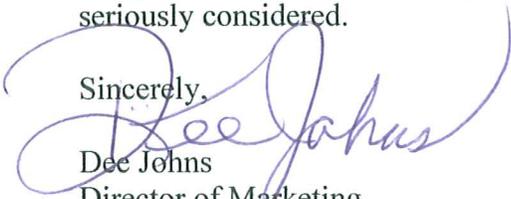
Dear John,

It came to my attention that the City has been planning to build a pavilion over the water to the replication of a building which was on the lake years ago. What a great idea, first for the historic aspect of it and second to be part of the new, exciting renovations going on in Tavares.

Myself being president elect of the Rotary Club and a business woman, we desperately need a venue that will accommodate larger groups for business and pleasure. The idea that I can hold my Rotary meetings in such a venue excites me. From a business standpoint, this venue would be an excellent location to hold various business events, meetings, corporate gatherings of all kinds, ultimately bringing well needed monies to the city.

I personally think this new pavilion is an excellent idea and one that should be seriously considered.

Sincerely,



Dee Johns  
Director of Marketing  
QPP Directories

# FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813  
(850) 668-2746



## BOARD of DIRECTORS

MICHAEL MCKINNEY  
Perry  
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DARRELL POLK  
Boca Grande

EXECUTIVE  
DIRECTOR

GARY WILLIAMS  
Tallahassee

Mr. John Drury  
City Administrator  
City of Tavares  
PO Box 1068  
Tavares FL 32778

RE: Tavares, Florida Pier and Pavilion water front conference center

Dear Mr. Drury

We conduct annual conferences and seminars for our sector of our profession and having been briefed about your project and its central location on the water. We would look forward to holding a multi day seminar at this unique facility once completed. Please provide a list of hotels in your area. Best of luck with it and let us know when it is completed.

Sincerely,

Gary Williams  
Executive Director

GW/bc



EMAIL  
[frwa@frwa.net](mailto:frwa@frwa.net)

WEBSITE  
[www.frwa.net](http://www.frwa.net)



cc: Bini D  
MARCA B  
LOKI H

August 20, 2009

To: John Drury  
City Manager  
CITY OF TAVARES  
201 E. Main St.  
Tavares, FL 32778

RE: Tavares, Florida Pier and Pavilion Water Front Conference Center

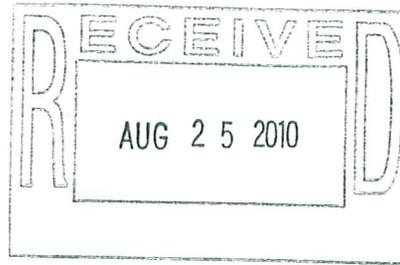
Dear Mr. Drury:

As you know our organization conducts one of the largest antique boat shows in the United States on the water front in the City of Tavares in March each year. . After hearing of your project and its location on the water, we would anticipate holding our banquets there during the show. This banquet attracts some 450 people from all over the US and Canada. . In addition the facility would provide a suitable venue for the Chapter to hold its annual meeting and banquet in November. We fully support your efforts and encourage you to pursue the completion of this project. Good luck and we look forward to utilizing your new facility.

Sincerely

A handwritten signature in black ink, appearing to read "Lou Ronca".

Lou Ronca  
President Sunnyland Chapter ACBS



cc: Bill N. ✓  
Worri H ✓  
NANCY B. ✓

250 John Knox Road, Suite 2 Tallahassee, FL 32303 Phone: 850-224-2964 Fax: 850-681-6185 www.floridaairports.org

August 23, 2010

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

RE: Tavares, Florida Pier and Pavilion water front conference center

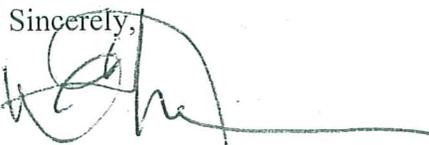
Dear Mr. Drury:

The Florida Airports Council, representing Florida's publicly owned and operated airports, holds several small conferences in Central Florida each year and we are currently considering holding a conference for our General Aviation Airports Committee, as well.

We recently heard of your proposed waterfront conference center, and it may be a site that we would want to consider for a future conference. We would like to receive information on the center when it is completed.

Best of luck with the project!

Sincerely,



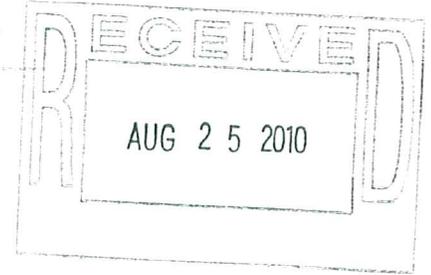
William R. Johnson  
Executive Director

cc: Bill D ✓  
Lori H ✓  
NANCY B ✓



Seaplane  
Pilots  
Association

3859 Laird Blvd. • Lakeland, FL 33811 • Phone (863) 701-7979 • Fax (863) 701-7588



August 21, 2010

John Drury, Tavares City Manager  
P.O. Box 1068  
Tavares, FL 338778

Dear John,

As you know, the Seaplane Pilots Association and the Seaplane Pilots Foundation conducts several safety seminars and seaplane events in Central Florida each year. Some of these could well be developed into multi-day events if we had an appropriate venue.

I learned about your proposed on-the-water project at Tavares which would be an ideal locale for these events. A meeting facility right on the water that enabled seaplane pilots to fly directly to the event would be very unique and exceptionally marketable.

Please keep us informed as this project develops. Also please provide me a list of hotels, Bed & Breakfasts, and restaurants nearby.

Sincerely,

Dr. James McManus  
Executive Director, Seaplane Pilots Association  
Executive Director and Board Member, Seaplane Pilots Foundation



# Home Builders Association of Lake County

1100 N. Joanna Avenue • Tavares, FL 32778

Phone: (352) 343-7101 • Fax: (352) 343-4650

www.lakehba.com

cc: Bill Need ✓  
WREI H ✓

NANCY B ✓

City Of Tavares  
Mr. John Drury, Manager  
201 E. Main St.  
Tavares, FL 32778



August 24, 2010

RE: Tavares, Florida Pier and Pavilion Water Front Conference Center

Dear Mr. Drury:

As the executive director of the Home Builders Association, I am constantly looking for new venues to hold meetings and events for our membership. I recently heard about your project on Lake Dora that may include meeting space for small seminars, trainings, etc. I would encourage you to pursue this addition to your project. In my experience Lake County has a woefully inadequate supply of private, affordable meeting space to accommodate groups of 100 or less.

I wish you the best success with your grant application for this project and look forward to enjoying the ever expanding waterfront experience in Tavares.

Sincerely

Linda S. Nagle  
Executive Director

*Serving the building & remodeling industry since 1973!*



Center for Training, Research and Education  
for Environmental Occupations (TREEO)

3900 SW 63 Boulevard  
Gainesville, FL 32608  
352-392-9570  
352-392-6910 *fax*

August 24, 2010

Dear Mr. Drury,

I understand from Mr. Brad Hayes, Utility Director that you are planning on building a conference facility in the Tavares area. I think that it is a huge need in the community.

This spring we conducted two continuing education courses at a community center in Tavares. These courses were free to utilities per a grant that we received through Homeland Security and the Department of Environmental Protection. The courses were well received in the community; however we had to limit the registration due to the capacity of the meeting room. Also the center was lacking in parking spaces for the participants.

Training is our mission. We are hearing from our clients that training funds are available however they have no travel funds to come to our courses in Gainesville. As a result, we have been taking more of our classes on the road throughout the state.

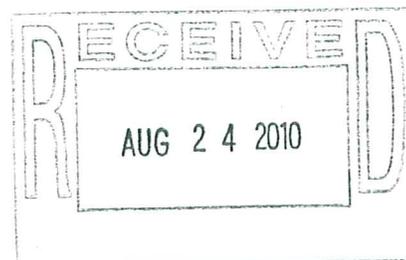
We are excited that Tavares will be expanding their conference facilities. We look forward to bringing more of our classes to your community in these tough economic times.

Stephanie Simmons West  
Continuing Education Coordinator



# FSAA

FLORIDA SURETY AGENTS ASSOCIATION



August 23, 2010

Mr. John Drury ICMA-CM, AAE  
City of Tavares  
201 E. Main Street  
Tavares, FL 32778

Re: Florida Pier & Pavilion Waterfront Conference Center

Dear Mr. Drury;

FSAA is the oldest and largest membership association for the bail agent and surety company profession in the State of Florida. Twice each year we hold a three to four day membership conference and, upon completion, would be very interested in scheduling a conference at the above-referenced facility. Being situated in Central Florida and the appealing water-front location would make the facility very attractive to our members and a great asset toward increasing attendance.

At your earliest convenience, please forward any information you may have in regard to nearby hotels and let us know when the facility is complete.

Sincerely,  
FLORIDA SURETY AGENTS ASSOCIATION

  
Laurie K. Huebsch,  
Executive Director



Cindy Satur  
Vice President  
Branch Manager  
Post Office Box 1925  
Eustis, Florida 32727  
(352) 483-5895  
Fax (352) 483-3056

August 24, 2010

Tavares City Hall

201 E. Main Street

Tavares, FL 32778

Attn: Tamera Rogers

RE: Tavares, Florida Pier and Pavilion Water Front Conference Center

To Whom It May Concern:

United Southern Bank conducts periodic conferences, seminars and social events for our clients and employees. The demographics of our Bank take us from Astor at the north end to Clermont in the south, covering all of Lake County. We have been informed about your project and its central location on the water. We would look forward to holding an event at this unique facility once completed.

Best of luck with this project and let us know when it is completed.

Sincerely,

A handwritten signature in cursive script that reads 'Cindy L. Satur V.P.'.

Cindy L. Satur

Vice President

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**AGENDA SUMMARY**  
**TAVARES CITY COUNCIL**  
**DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 8**  
**SUBJECT TITLE: Water Hydraulic Model Report**

---

**OBJECTIVE:** To Accept the Water Hydraulic Model Report and the recommendation for the Royal Harbor Development.

**SUMMARY:**

The City of Tavares had a computer hydraulic model of the water distribution system that was developed in 2005. Malcolm Pirnie recently completed a major update to the model to make it more representative of present system conditions, including the incorporation of new water mains as well as recent upgrades to equipment and controls at the City's four water treatment plants. The purpose for updating the model is to enable the City to evaluate more accurately the effects of system changes on the system's ability to delivery required water quality and quantity where it is needed in the City. Specifically, it will help the City to determine and prioritize improvements necessary to meet demands when they increase due to development, for instance. This hydraulic model will be used to project pipe sizes and looping to ensure adequate pressures and fire flow capacities in the system.

In addition to completing the model update, Malcolm Pirnie utilized the model to evaluate the performance of the distribution system within the Royal Harbor subdivision, which has been experiencing water pressure problems since about 2003. The objective was to determine a means of increasing the pressure in the areas where low pressures are being experienced without raising the pressure in areas that currently have adequate pressure. Over the past 18 months, City staff has collected field data, which Malcolm Pirnie reviewed along with numerous subdivision construction drawings to develop an adequate assessment of the system's behavior.

Malcolm Pirnie will provide a brief presentation to Council summarize the findings of the City-wide hydraulic modeling analysis, including recommendations for rectifying periodic low pressures within the Royal Harbor subdivision.

**OPTIONS:**

1. **Approve the Report and the Option No. 1 to take no action**
2. **Approve the Report and Option No. 2 to construct a dedicated reclaimed water distribution system within the Royal Harbor Subdivision**
3. **Approve the Report and Option No. 3 to construct a dedicated in line booster station in close proximity to the Royal Harbor Subdivision.**

**STAFF RECOMMENDATION:**

**Move to Approve** the Report and Option No. 2 to construct a dedicated reclaimed water distribution system within the Royal Harbor Subdivision.

**FISCAL IMPACT:**

This is a report only.

**LEGAL SUFFICIENCY:** This report meets legal sufficiency

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO. 9**

**SUBJECT TITLE: Award and Accept recommended low bidder and authorize staff to negotiate contract**

---

**OBJECTIVE:** To approve the recommended low bidder for the construction of ADA-compliant restrooms at Aesop's Park and to authorize staff to negotiate a contract with selected bidder.

**SUMMARY:** Upon the recommendation by city councilmembers, on July 18, 2010, the City of Tavares advertised an Invitation to Bid for the construction of an ADA-compliant restroom facility at Aesop's Park.

Eight companies responded to the invitation with local company George Rada, Inc., of Mt. Dora, Florida, being the lowest bidder at \$59,500.00.

The submission by this company has been reviewed by staff and approval of this selected bidder is recommended contingent upon him providing the necessary proof of insurances, bonding and licenses or approved and licensed subcontractors.

This is a fully funded project through the Federally-funded Community Development Block Grant program.

1) George Rada, Inc. P.O. Box 686 Mt. Dora, FL 32756	\$59,500.00*
2) Pillar Construction Group, LLC 1312 Bowman Street Clermont, FL 34711	\$64,947.23
3) Dibarco Building Corp 609 N. Old Wire Road Wildwood, FL 34785	\$68,908.00
4) T&G Constructors 8623 Commodity Circle Orlando, FL 32819	\$72,915.00
5) CBC Group	\$73,910.00

775 Kirkman Road, Suite 115  
Orlando, FL 32811

- |  |             |
|--|-------------|
| 6) Hodges Brothers, Inc.<br>1201 W. Amelia Street<br>Orlando, FL 32805           | \$78,000.00 |
| 7) R.W. Paul Construction, Inc.<br>581 E. Horatio Avenue<br>Maitland, FL 32751   | \$89,850.00 |
| 8) Anglin Construction<br>622 SE 2 <sup>nd</sup> Street<br>Gainesville, FL 32601 | \$99,494.00 |

**OPTIONS**

- 1) Approve the recommended low bidder and authorize staff to negotiate a contract
- 2) Do not approve

**STAFF RECOMMENDATION:** Make a motion to approve the recommended low bidder, George Rada, Inc., contingent upon him providing the necessary proof of insurances, bonding and licenses or approved and licensed subcontractors for the construction of ADA-compliant restrooms at Summerall Park and authorize staff to negotiate a contract.

**FISCAL IMPACT:** \$59,500.10 budgeted in F/Y10—Community Development Block Grant (CDBG)

**LEGAL SUFFICIENCY:** meets sufficiency



ADVERTISEMENT/INVITATION TO BID  
THE CITY OF TAVARES

PROJECT NAME: AESOP'S PARK ADA RESTROOM FACILITY

ENGINEER BID NO: 09-070-09

OWNER/BID NO: THE CITY OF TAVARES/2010-0018

LOCATION OF PROJECT: AESOP'S PARK, 501 E. CAROLINE STREET, TAVARES, FLORIDA

SCOPE OF WORK: The project generally involves the Construction of an American Disabilities Act (ADA) compliant restroom facility.

DESCRIPTION OF WORK: The work includes the furnishing of all labor, materials and equipment, consisting of the following principle items: Construction of an American Disabilities Act (ADA) compliant restroom facility and associated concrete walkway, slab and utility connections at Aesop's Park in Tavares, Florida.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference will be held at the City of Tavares, Council Chambers, 201 East Main Street, Tavares, Florida 32778, on

TUESDAY, August 3rd, 2010 @ 10:00 a.m.

All bidders must be in attendance in order to submit a bid.

RECEIPT OF BIDS:

One original, three (3) hard copies and one digital copy (preferably in PDF format) for the work described herein shall be received until

THURSDAY, August 19th, 2010 @ 2:00 p.m.

at the City of Tavares, Attn: City Clerk, 201 East Main Street, Tavares, Florida 32778. The bids will be publicly opened and read aloud at the City Council Chamber at 2:05 p.m. ALL BIDS MUST BE CLEARLY MARKED "SEALED BID 2010-0015" AND WHETHER HAND DELIVERED OR MAILED MUST BE AT THE OFFICE OF THE CITY CLERK, CITY OF TAVARES CITY HALL BEFORE THE ABOVE STATED DEADLINE TO BE CONSIDERED. Please provide One original, three (3) hard copies and one digital copy (preferably in PDF format) of the bid.

INFORMATION REGARDING BIDDING MATERIAL, ETC:

Bidders with access to DemandStar.com can obtain the front end documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. For further information contact John Rumble, Purchasing Manager, at Tavares City Hall, 201 East Main Street, Tavares, Florida 32778, phone: (352) 742-6131; fax: (352) 742-6001 ; e-mail: [jrumble@tavares.org](mailto:jrumble@tavares.org).

END OF DOCUMENT

# Affidavit of Publication Daily Commercial

Leesburg, Lake County, Florida

Case No. \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

Before the undersigned authority personally appeared Ron Wallace who on oath says that he is the Publisher of the Daily Commercial, a daily newspaper published at Leesburg in Lake County, Florida, that the attached copy of advertisement, being

\_\_\_\_\_ 227611  
in the matter of Notice

in the \_\_\_\_\_ Court,

was inserted in said newspaper in the issues of \_\_\_\_\_

July 18, 2010

Affiant further says that the said Daily Commercial is a newspaper published in said Leesburg, in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each day and has been entered as second class matter at the post office in Leesburg in said Lake County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Signed Ron Wallace  
Ron Wallace, Publisher

Sworn to and subscribed before me this 20 day of

July, 2010, by Ron Wallace,

Publisher, who is personally known to me.

(Seal)

Tina Reader  
Tina Reader, Notary Public



## ADVERTISEMENT/ INVITATION TO BID THE CITY OF TAVARES

PROJECT NAME: AESOP'S  
PARK ADA RESTROOM FAC-  
ILITY

ENGINEER: BID NO:  
09-070-09

OWNER/BID NO: THE CITY  
OF TAVARES/2010-0018

LOCATION OF PROJECT:  
AESOP'S PARK, 501 E.  
CAROLINE STREET, TA-  
VARES, FLORIDA

SCOPE OF WORK: The pro-  
ject generally involves the  
construction of an American  
Disabilities Act compliant  
restroom facility

DESCRIPTION OF WORK:  
The work includes the fur-  
nishing of all labor, materi-  
als and equipment consist-  
ing of the following principle  
items: Construction of an  
American Disabilities Act  
(ADA) compliant restroom  
facility and associated con-  
crete walkway, slab and  
utility connections at Ae-  
sop's Park in Tavares, Flor-  
ida.

MANDATORY PRE-BID  
CONFERENCE: A mandatory  
pre-bid conference will be  
held at the City of Tavares  
Council Chambers, 201  
East Main Street, Tavares,  
Florida 32778 on

TUESDAY, August 3rd,  
2010 @ 10:00 a.m.

All bidders must be in at-  
tendance in order to submit  
a bid.

### RECEIPT OF BIDS

One original, three (3) hard  
copies and one digital copy  
(preferably in PDF format)  
for the work described  
herein shall be received un-  
til:

THURSDAY, August 19th,  
2010 @ 2:00 p.m.

at the City of Tavares, Attn:  
City Clerk, 201 East Main  
Street, Tavares, Florida  
32778. The bids will be  
publicly opened and read  
aloud at the City Council  
Chamber at 2:05 p.m. ALL  
BIDS MUST BE CLEARLY  
MARKED "SEALED BID  
2010-0018" AND  
WHETHER HAND DELIV-  
ERED OR MAILED, MUST BE  
AT THE OFFICE OF THE  
CITY CLERK, CITY OF TA-  
VARES CITY HALL BEFORE  
THE ABOVE STATED DEAD-  
LINE TO BE CONSIDERED.  
Please provide one original,  
three (3) hard copies and  
one digital copy (preferably  
in PDF format) of the bid.

INFORMATION REGARDING  
BIDDING MATERIAL, ETC:  
Bidders with access to De-  
mandStar.com can obtain  
the front end documents by  
calling 800-711-1712 or  
on the web at  
<http://www.demandstar.com>.  
For further information  
contact John Rumble, Pur-  
chasing Manager, at Ta-  
vares City Hall, 201 East  
Main Street, Tavares, Flor-  
ida 32778, phone: (352)  
742-6131, fax: (352)  
742-6001, e-mail: [jumble@tavares.org](mailto:jumble@tavares.org)

Ad No.: 227611  
July 18, 2010

Here

**CITY OF TAVARES**  
**MINUTES OF BID OPENING**  
**August 19, 2010**  
**Request for Proposals**  
**Rebid - Aesop's Park ADA Restroom Facility**  
**Bid No. 2010-0018**  
**TAVARES CITY HALL**

**PRESENT:**

John Rumble, Purchasing Manager  
Tammey Rogers, Community Services Director  
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, August, 19 2010. This is the opening of submission packages received in response to RFP 2010-0018, Rebid - Aesop's Park ADA Restroom Facility. There were eight proposals received (listed in the order opened); the amount of the bid includes bid bond.

- |  |             |
|--|-------------|
| 1) R.W. Paul Construction, Inc.<br>581 E. Horatio Avenue<br>Maitland, FL 32751   | \$89,850.00 |
| 2) Hodges Brothers, Inc.<br>1201 W. Amelia Street<br>Orlando, FL 32805           | \$78,000.00 |
| 3) Anglin Construction<br>622 SE 2 <sup>nd</sup> Street<br>Gainesville, FL 32601 | \$99,494.00 |
| 4) CBC Group<br>775 Kirkman Road, Suite 115<br>Orlando, FL 32811                 | \$73,910.00 |
| 5) Pillar Construction Group, LLC<br>1312 Bowman Street<br>Clermont, FL 34711    | \$64,947.23 |
| 6) Dibarco Building Corp<br>609 N. Old Wire Road<br>Wildwood, FL 34785           | \$68,908.00 |
| 7) T&G Constructors<br>8623 Commodity Circle<br>Orlando, FL 32819                | \$72,915.00 |

8) George Rada, Inc.  
P.O. Box 686  
Mt. Dora, FL 32756

\$59,500.00\*

\* This bid was not submitted in the correct number of copies, and there was not digital version.

Mr. Rumble noted the packages would be forwarded to the Engineer of Record for review and technical compliance. The bid opening concluded at approximately 2:10 p.m.

Respectfully submitted,

Kay Mayes  
Admin Assistant, Finance

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**A SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING:  
September 8, 2010**

**AGENDA TAB NO. 10**

**SUBJECT TITLE: Code Enforcement Procedures and Notification Process**

---

**OBJECTIVE:**

To receive an update on Code Enforcement procedures and the Notification Policy.

**SUMMARY:**

At a previous Council meeting a business owner questioned the notification process for code enforcement violations. Staff indicated that the procedure would be reviewed.

The City recognizes and abides by all of the laws as they relate to Code Enforcement, including investigation and prosecution. The City also adheres to the principle that compliance is the preferred outcome in any code enforcement action.

**Background of Procedures:**

At the current time the responsibilities of Code Enforcement fall within both the Police Department and the City Clerk's Department. The Code Enforcement Officer investigates the violation upon receipt of a complaint or upon becoming aware of a violation. If compliance cannot be achieved the case may proceed to be taken to the Special Magistrate. The Deputy Clerk notices the Code Enforcement Hearing, attends the meeting and prepares the minutes. She also follows up and processes paperwork and liaises with the Code Enforcement Officer and the Special Magistrate as needed. The original recorded documents of the case are kept on file by the City Clerk's Department.

**New Notification Policy**

1. Whenever a registered (return receipt request) letter is returned undeliverable the first time, the Code Enforcement Officer will attempt to make a reasonable attempt to telephone the property owner utilizing the dispatch CAD information, phone book, tax collector or customer

information from the Water Department. If the phone call results in a voice mail the Code Enforcement Officer will state who he is, why he is calling and a phone number to be reached at. A personal contact with the property owner will fulfill the intent of this policy.

2. This attempt will not delay nor substitute the legal process as outlined in States Statute, but rather be an additional step.
3. When a number cannot be located, or the number is disconnected or wrong; the Code Enforcement Officer will have fulfilled the reasonable attempt as purposed in this policy.
4. The Code Enforcement Officer shall note in his report the reasonable attempt to locate the property owner, whether successful or not.
5. It is not the intent of this policy to provide any advantage in the Code Enforcement proceeding to any person if a telephone or personal contact is made.

**STAFF RECOMMENDATION:**

Report only; no action required

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

**This is legally sufficient.**

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
SEPTEMBER 8, 2010**

**AGENDA TAB NO. 11**

**SUBJECT TITLE: Amendment of Interlocal Agreement-City of Tavares and Lake County- Design, Construction and Maintenance for the Downtown Segment of Alfred Street**

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**OBJECTIVE:**

To present to Council an amendment to the Alfred Street Interlocal Agreement between the City of Tavares and Lake County that increases the amount the County will pay for the design from an estimated cost of \$500,000 to an actual cost of \$566,196.68.

**SUMMARY:**

On June 17, 2009, City Council approved an Interlocal Agreement with Lake County that would allow the City to negotiate with a design professional for the engineering of the Alfred Street project. The County would pay the cost of this design. At that time, the County estimated that the cost of the engineering design would not exceed \$500,000. BESH Engineering was selected as the firm to perform this design. County and City staff have negotiated a mutually agreed upon scope of work with BESH. The actual cost for BESH to perform this design is \$566,196.68. This includes roadway design and analysis, drainage analysis, utility coordination, environmental permitting, surveying and mapping, geotechnical investigation, street lighting design, public meetings and reimbursables. City and County staff are satisfied with the final negotiated design cost. The proposed amendment to the Interlocal Agreement was prepared by County staff and if approved by City Council, will proceed to the Board of County Commissioners for their consideration. If approved, the design contract with BESH will be executed and the work on this project will begin.

**OPTIONS:**

1. That City Council moves to approve the proposed amendment to the Alfred Street Interlocal Agreement with Lake County for the engineering design of the downtown segment of Alfred Street.
2. That City Council denies the proposed amendment.

**FISCAL IMPACT:**

No fiscal impact.

Lake County will pay for the cost of this contract.

**LEGAL SUFFICIENCY:**

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

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

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

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

**WHEREAS**, the parties now desire to better define the cost share of the parties based upon the actual costs of the defined rather than the estimated costs.

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

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

2. **Amendment.** Section 2(C) of the original Agreement, entitled Design, shall be amended to increase the cost of the design from an estimated cost of \$500,000.00 to an actual cost of \$566,196.68.

3. **Other Provisions.** All other provisions of the original Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2010 and by the City of Tavares, Florida, through its City Commission, signing by its duly authorized representative, authorized to execute same by action of the City Commission on the \_\_\_ day of \_\_\_\_\_, 2010.

**COUNTY**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

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

\_\_\_\_\_  
Welton G. Cadwell, Chairman

Approved as to Form & Legality:

\_\_\_\_\_  
Melanie Marsh  
Acting County Attorney

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

CITY

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 8, 2010**

**AGENDA TAB NO.12**

**SUBJECT TITLE: Location of Gateway Signs – Council Representation**

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**OBJECTIVE:**

To have a city councilmember assigned to the staff team in order to choose and make a recommendation to Council for the location of gateway signs.

**SUMMARY:**

Staff will begin the process of identifying the location of the gateway signs in the near future in order to ensure that there are no conflicts with FDOT right of way, city right of way and/or any other rights of way. Staff involved with this process will be the City Administrator, City Attorney, Director of Community Development, and Senior Planner. It is recommended that the Mayor appoint a councilmember to be involved with the staff team which will bring back their recommendation to Council for sign placement.

**OPTIONS:**

- 1) Discuss and have Mayor appoint himself or another councilmember to the staff team for locating gateway signs.
- 2) Do not appoint the Mayor or another councilmember to the staff team for locating gateway signs.

**STAFF RECOMMENDATION:**

That Council discuss and that the Mayor either assign himself or make an appointment to the staff team evaluating the location of the gateway signs and request that the team bring back a recommendation for the location of the gateway signs to City Council.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

Legally sufficient.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
September 8, 2010**

**AGENDA TAB NO. 13**

**SUBJECT TITLE: City Administrator Report**

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**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY: Will be presented at meeting**

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

- City Council Regular Meeting – September 22, 2010 – 4:00 p.m.  
and Final Budget and Millage Hearing – 5:05 p.m.
- Chamber of Commerce Business Luncheon – September 22, 2010 – 11:30 a.m.
- Fire Pension Board Quarterly Meeting – September 17, 2010 – 3:30 p.m.
- Lake Sumter MPO – Board Meeting – September 22, 2010 – 2 p.m. – Civic Center
- Library Board – September 24, 2010– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board – September 16, 2019 – 3:00 p.m.
- Police Pension Board Quarterly Meeting – September 17, 2010 – 1:30 p.m.
- Tavares Chamber of Commerce “Red Carpet” Gala – September 15, 2010 – 5:30 p.m.
- Lake County League of Cities Sponsorship Dinner – September 29, 2010 – 6:00 p.m.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
September 8, 2010**

**AGENDA TAB NO. 14**

**SUBJECT TITLE: City Councilmembers Report**

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**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY:**

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

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

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