

**AGENDA  
TAVARES CITY COUNCIL**

December 15, 2010  
4:00 P.M.

**TAVARES CITY HALL COUNCIL CHAMBERS**

**I. CALL TO ORDER**

**II. INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Mark Andrews, Bridges

**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 Meetings – October 20, 2010

**V. PROCLAMATIONS/PRESENTATIONS**

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

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

Nancy Barnett

**VIII. CONSENT AGENDA**

Tab 2) Award of Bid for Replacement of Digester Blower at  
Wastewater Treatment Plant

Brad Hayes

**IX. ORDINANCES/RESOLUTIONS**

**First Reading**

**Second Reading**

Tab 3) Ordinance #2010-22- Amendment to Ordinance 2009-24 to  
Extend Impact Fee Waiver Program for Additional Year

Bill Neron

## RESOLUTIONS

### X. GENERAL GOVERNMENT

Tab 4) Policy on Solicitation of Funds for Events	Councilmember Smith
Tab 5) Policy on Purchase of Art for Prop Shop	Bill Neron
Tab 6) Application for Grant for Recharging Stations	Bill Neron
Tab 7) Appointment to Fire Pension Board	Mayor Wolfe
Tab 8) Malcolm Pirnie Contract for Construction Management Services for Reclaimed Water Project	Brad Hayes
Tab 9) Discussion of Expansion of Wooton Park (TIME CERTAIN – 5:00 P.M.)	Councilmember Pfister
Tab 10) Update on County's Meeting with All Cities Concerning Fire & EMS Services	Councilmember Pfister
Tab 11) Bus Barn Acquisition	Mayor Wolfe

### XI. OLD BUSINESS

Tab 12) Water Tower Painting Update	Brad Hayes
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### XII NEW BUSINESS

### XIII. AUDIENCE TO BE HEARD

### XIV. 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.

**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.

**ex parte communications** – Direct or indirect communication on the substance of a pending matter without the knowledge, presence, or consent of all parties involved in the matter.

**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.

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

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

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

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

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

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

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

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

CITY OF TAVARES  
MINUTES OF REGULAR COUNCIL MEETING  
OCTOBER 20, 2010  
CITY COUNCIL CHAMBERS

COUNCILMEMBERS PRESENT

ABSENT

- Robert Wolfe, Mayor
- Lori Pfister, Vice Mayor
- Bob Grenier, Councilmember
- Sandy Gamble, Councilmember
- Kirby Smith, Councilmember

STAFF PRESENT

- John Drury, City Administrator
- Bob Williams, City Attorney
- Nancy Barnett, City Clerk
- Bill Neron, Economic Development Director
- Lori Tucker, Human Resources Director
- Lori Houghton, Finance Director
- Chief Lubins, Police Department
- Jacques Skutt, Director of Community Development
- Chief Richard Keith, Fire Department
- Chris Thompson, Interim Public Works Director
- Tamera Rogers, Director of Community Services
- Brad Hayes, Director of Utilities

I CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Mark Andrews of Bridges, gave the invocation and those present recited the Pledge of Allegiance.

III. APPROVAL OF AGENDA

1 Councilmember Gamble requested to move Tab 6 up for discussion as he would have  
2 to leave the meeting early.

3  
4 **MOTION**

5  
6 **Kirby Smith moved for approval of the agenda with change requested by**  
7 **Councilmember Gamble, seconded by Bob Grenier. The motion carried**  
8 **unanimously, 5-0.**

9  
10 **IV. APPROVAL OF MINUTES**

11  
12 **MOTION**

13  
14 **Kirby Smith moved for approval of the minutes of the July 28, 2010 City Council**  
15 **Workshop, seconded by Bob Grenier. The motion carried unanimously, 5-0.**

16  
17 **V. PROCLAMATIONS/PRESENTATIONS**

18  
19 **Tab 2) City Government Week**

20  
21 Mayor Wolfe read a proclamation designating October 17-23 as City Government  
22 Week.

23  
24 **VI) SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE**  
25 **CONTACTS**

26  
27 Attorney Williams noted there were no quasi-judicial items on the agenda.

28  
29 **Tab 6) Amendment to Contract with Waste Management to have City Collect**  
30 **Trash in Mobile Home Parks**

31  
32 Mr. Thompson stated the objective is for Council to consider approval of an amendment  
33 to the contract with Waste Management for Mobile Home Park.

34  
35 He presented the following report:

36  
37 *The City currently contracts with Waste Management to provide solid waste collection*  
38 *for commercial businesses and mobile home parks. As part of the contract Waste*  
39 *Management provides free residential recycling as well as commercial dumpsters and*  
40 *port-a-potties at City sponsored events.*

1  
2 *In 2006 the contract was amended to transfer the responsibility of garbage collection in*  
3 *mobile home parks from the City crews to Waste Management.*  
4 *Under the current Contract, Waste Management is providing garbage collection to 8*  
5 *mobile home parks in the City servicing 532 mobile home units at an estimated cost to*  
6 *the City of \$127,000.*

7  
8 *During budget discussions this summer, staff provided information to Council that due to*  
9 *reorganization and new efficiencies in the Solid Waste Department, the City now has*  
10 *the capacity and equipment to again provide City garbage collection services to mobile*  
11 *home parks at a substantial lesser cost. The cost savings will remain in the Solid Waste*  
12 *Enterprise Fund and be set aside for future vehicle replacement.*

13  
14 *The City's current contract with Waste Management expires October 31, 2011. Waste*  
15 *Management has agreed to amend its Contract to allow the City to again provide*  
16 *garbage collection to mobile home parks effective November 1, 2010 contingent upon*  
17 *the City granting a one-year extension to their current Contract providing for a new*  
18 *expiration date of October 31, 2012.*

19  
20 Discussion

21  
22 Discussion followed on the cost savings by amending the contract. Mr. Thompson  
23 estimated the savings conservatively at \$53,000.

24  
25 Councilmember Smith said the savings was important to communicate to the public and  
26 should be part of the agenda summary. He said he would have liked to see the contract  
27 itself being extended but that he was in support.

28  
29 Mayor Wolfe asked if the audience wished to comment.

30  
31 MOTION

32  
33 **Sandy Gamble moved to approve the amendment to the current Waste**  
34 **Management Contract to provide garbage collection to mobile home parks**  
35 **beginning November 1, 2010, extend the expiration of the current contract to**  
36 **October 31, 2012, authorize the City Attorney to prepare a contract amendment to**  
37 **reflect these changes and authorize the City Administrator to execute the**  
38 **amended contract. The motion was seconded by Kirby Smith.**

39

1 Councilmember Smith stated he appreciated Councilmember Gamble bringing up the  
2 issue of the cost savings.

3  
4 **The motion carried unanimously 5-0.**

5  
6 **VII) READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

7  
8 Ms. Barnett read the resolutions by title only:

9  
10 **RESOLUTION 2010-13**

11  
12 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAVARES,  
13 FLORIDA ADOPTING THE EVALUATION AND APPRAISAL REPORT  
14 OF THE CITY OF TAVARES COMPREHENSIVE PLAN; SUBJECT TO  
15 THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE  
16 CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.**

17  
18 **RESOLUTION 2010-14**

19  
20 **A RESOLUTION OF THE CITY OF TAVARES, RECOGNIZING AND  
21 SUPPORTING THE SELF EVALUATION OF CITY OF TAVARES  
22 FACILITIES FOR COMPLIANCE WITH THE AMERICAN'S WITH  
23 DISABILITIES ACT AND THE CITY'S DESIRE TO INCREASE  
24 ACCESSIBILITY TO ITS VARIOUS SERVICES, ACTIVITIES AND  
25 PROGRAMS TO PERSONS WITH DISABILITIES.**

26  
27 **VIII) CONSENT AGENDA**

28  
29 None.

30  
31 **IX. RESOLUTIONS – PUBLIC HEARING**

32  
33 **Tab 3) Resolution #2010-13 – Adoption of Evaluation and Appraisal Report**

34  
35 Mr. Skutt stated that this resolution adopts the Evaluation and Appraisal Report of the  
36 City's Comprehensive Plan. The EAR is required to be done under the State's Growth  
37 Management laws and its purpose is to evaluate how well the City's Comprehensive  
38 Plan has performed over the last seven years. The City has contracted with Plan Design  
39 Group to prepare the EAR. On May 20, 2010, City Council approved the draft version of  
40 the EAR. It was sent to the Department of Community Affairs. They responded with an

1 Objections, Recommendations and Comment Report (ORC). Plan Design Group  
2 revised the EAR. The revisions have been highlighted in yellow in the report. The  
3 revisions are mainly clarifications and additional data that were required by DCA. Staff  
4 has reviewed the updates and believe that PDG has done a good job responding to the  
5 ORC. He noted Mr. Anderson was present to answer any questions. Staff recommends  
6 approval of the Resolution which will authorize staff to submit the revised EAR to DCA  
7 for final compliance determination.

8  
9 Mayor Wolfe asked if Council had questions or if the audience had comments.

10  
11 **MOTION**

12  
13 **Bob Grenier moved to approve Resolution #2010-13 with the revisions noted and**  
14 **authorize staff to transmit the report to DCA for compliance determination. The**  
15 **motion was seconded by Kirby Smith.**

16  
17 **The motion was approved unanimously 5-0.**

18  
19 **Tab 4) Resolution #2010-14 – Evaluation of City Facilities for Compliance with the**  
20 **Americans with Disabilities Act**

21  
22 Mr. Skutt stated that this was a resolution that endorses the 2010 ADA Self Evaluation  
23 Report for the City of Tavares. He said the report was prepared by Alisha Maraviglia,  
24 Senior Planner with the assistance of the city's Risk Manager and Loss Prevention  
25 Consultant and input from all city departments. Title II of the Americans with Disabilities  
26 Act (ADA) requires all public entities with 50 or more employees to conduct a "Self  
27 Evaluation" to make certain the entity is in compliance with the Act. Additionally, Title II  
28 requires that the evaluation be retained for three years. Title II suggests that the  
29 evaluations are completed periodically but does not dictate the frequency with which  
30 new evaluations are to be done. The attached ADA Self Evaluation has been prepared  
31 in compliance with the Federal regulation and will be available for review upon request  
32 to the City Clerk's office. He noted that no significant deficiencies were noted in the  
33 report and that it made three recommendations: 1) That the Personnel Policies  
34 Handbook be updated to reflect the information 2) That the city continue to provide  
35 training to employees on this topic and 3) that the city use its web site to inform the  
36 public and employees about accommodations.

37  
38 Mayor Wolfe asked if Council had questions or if the audience had input.

39  
40 **MOTION**

1 **Sandy Gamble moved to approve Resolution #2010-14 endorsing the 2010 ADA**  
2 **Compliance Self Evaluation, seconded by Bob Grenier. The motion carried**  
3 **unanimously 5-0.**

4  
5 **X. GENERAL GOVERNMENT**

6  
7 **[Councilmember Gamble left the meeting at 4:27 p.m.]**

8  
9 **Tab 5) Approval of Contract and Work Order with Don Bell Signs for Gateway**  
10 **Signs & Kiosks**

11  
12 Mr. Skutt reported that on August 18<sup>th</sup>, 2010, City Council approved the selection of Don  
13 Bell Signs for the design, fabrication and installation of the City's gateway and  
14 directional signage associated with the Wayfinding program. The Wayfinding program is  
15 a multi-year project and staff was instructed to negotiate a continuing services contract  
16 with Don Bell Signs which has been provided for Council approval.

17  
18 He stated that in addition staff has negotiated a purchase agreement for one kiosk sign  
19 to be located at City Hall in the small landscaped area at the corner of Main and  
20 Rockingham. Staff has been working with Councilmember Grenier to help identify  
21 locations. The plan is to have the first kiosk installed and then follow up with the  
22 installation of a second sign on Ruby Street if the first meets the city's expectations. The  
23 third would be on the County campus near the parking garage.

24  
25 Staff is working with FDOT on the placement of main directional signs on US 441 and  
26 will bring back to Council for approval each work order for every new sign.

27  
28 Staff recommendation was to approve the contract with Don Bell signs and the work  
29 order for the first kiosk sign which costs \$4,700. Council has budgeted \$50,000 this year  
30 towards the wayfinding signage.

31  
32 **Discussion**

33  
34 Councilmember Smith asked about the status of the warranty on the materials. Attorney  
35 Williams noted the contract includes a statement of errors and omissions.

36  
37 Mayor Wolfe asked if the audience had comments.

38  
39 **T.J. Fish, 1110 Juniper Court**

1 Mr. Fish stated as a resident and Chamber member he is supportive and the Chamber  
2 is supportive. He said he is glad that Council is moving forward however there was  
3 discussion one year ago when it was clearly communicated by the Chamber, that this  
4 project is tied to snipe signs. He said if the City wants snipe signs to go away, it needed  
5 to go forward with the wayfinding signs to get people directed to the businesses  
6 downtown.

7  
8 Mr. Drury noted that Councilmember Grenier had been appointed to a task force to  
9 determine where the wayfinding signs will be located and who owns the rights of way  
10 and the liability, etc. He said the City has sent the sign plan to FDOT and has begun to  
11 discuss the issues with FDOT District 5 to get them resolved. He said it may be  
12 complicated to get the signs in the right locations which is why the City is doing one sign  
13 at a time because every location has a different issue.

14  
15 Councilmember Grenier agreed with Mr. Drury's summation.

16  
17 [Mr. Skutt noted that in the contract the company does warrant the display to be of free  
18 of defects for a period of one year from the installation date which is in the work order.]

19  
20 **MOTION**

21  
22 **Kirby Smith moved to approve the contract work between Don Bell signs at the**  
23 **location that Councilmember Grenier provided, seconded by Bob Grenier. The**  
24 **motion carried unanimously 4-0.**

25  
26 **Tab 7) Interlocal Agreement with Lake County regarding Stormwater Drainage**  
27 **Easement for the Downtown Stormwater District**

28  
29 Mr. Hayes noted that a stormwater study has been completed for the CRA. He said he  
30 had tried to obtain grant funds from the FDEP and the only location where the  
31 stormwater could be disposed is a wetland in back of the County jail. The grant could  
32 not be obtained because the city does not own the property or have an Interlocal  
33 agreement. Staff has now negotiated an Interlocal agreement between the City and the  
34 County. Staff is recommending approval of the Interlocal to construct a stormwater pond  
35 in the downtown area so that the city can move forward on the project and proceed to  
36 apply for grant funds to complete the project.

37  
38 Mayor Wolfe asked if Council had questions or if the audience had comments.

39  
40 **MOTION**

1  
2 **Bob Grenier moved to approve the Interlocal agreement with Lake County to**  
3 **construct a stormwater pond in the downtown area in order to move forward with**  
4 **the project, seconded by Kirby Smith. The motion carried unanimously 4-0.**  
5

6 **Tab 8) Request for Authorization to Apply for Federal Grant for Railroad**  
7 **Infrastructure Improvements**  
8

9 Mr. Drury reported that previously the city has been working on upgrading the railroad  
10 tracks from Tavares to Orlando. There are continuous welded tracks from Plymouth to  
11 Orlando and molded tracks from Umatilla to Eustis, and then through Tavares to  
12 Plymouth. Molded tracks restrict the speed to 25 mph. Continuous welded tracks (Class  
13 3) allow the trains to go up to about 60 mph. He said in order to improve the  
14 infrastructure the city has been an advocate for federal and state funds to improve this  
15 infrastructure. He discussed the grants that have been received to date. He noted this is  
16 a regional issue that affects the economic viability of this area. He stated that the  
17 Executive Director of the MPO, T.J. Fish, has been working for the past year to put  
18 together a program to update the tracks for the businesses that use it to transport goods  
19 and possibly in the future improve passenger rail. He invited Mr. Fish to present further  
20 information.  
21

22 Mr. Fish reviewed the past accomplishments noting that the process had begun in  
23 Tavares. He said normally FDOT follows a five year program but in this case the funds  
24 went straight from the tentative work program and the \$13.8 million funds were  
25 budgeted as of July 1<sup>st</sup> which runs until June 30, 2011. The \$13.8 requires a \$4.6 million  
26 match. The request is for \$1.7 from Orange County, \$1.8 from Lake County and Florida  
27 Central is putting in at least \$1.2M in addition to the commitment they have made for the  
28 Dora Canal Bridge Replacement. He said the Federal Rail Administration has posted a  
29 grant opportunity which may be a good fit for this project. He said he is in need for an  
30 applicant to file for federal funds. He reviewed the status of the project including actions  
31 taken in Orange County. He requested that the MPO be allowed to submit this grant  
32 application to the Federal Rail Administration on behalf of the City  
33

34 Mayor Wolfe asked for comment from the public.  
35

36 **MOTION**  
37

38 **Kirby Smith moved for approval of the request to apply for a federal grant for \$2.2**  
39 **million dollars, seconded by Bob Grenier. The motion carried unanimously 4-0.**  
40

1 **Tab 9) Discussion on Date of Next Council Meeting.**  
2

3 Ms. Barnett stated this was a request to discuss when Council will hold its next meeting  
4 in November and to recommend that Council consider a policy going forward on the  
5 date to swear in the new council and elect the mayor and vice mayor. She noted it had  
6 been the city's past practice to do this the first Wednesday following the election which  
7 has usually been the day after the election. She discussed the issue of receiving the  
8 certified results from the Elections Supervisor and how that may impact the swearing in  
9 of the new council.

10  
11 Mayor Wolfe asked if Council had questions or if the audience had comments.

12  
13 **Norman Hope**  
14

15 Mr. Hope stated that this year there are three incumbents with no one running against  
16 them so there would not be a need to certify. He said perhaps this would be an issue  
17 next year.

18  
19 Mr. Drury noted that was correct however there was a problem last year and the  
20 following year there may be a problem, and instead of picking different years and  
21 different times to have this meeting, staff was recommending that it be discussed and  
22 Council consider setting a policy.  
23

24 Councilmember Pfister said if it is not necessary she would prefer to leave it this year  
25 and have a discussion later as she had not received much notice.  
26

27 **Ansell Wood, Windsor Street**  
28

29 Mr. Wood noted there are two issues: swearing in and the certification and there is the  
30 issue of an "Act of God." He asked which comes first legally.  
31

32 Attorney Williams discussed the history of when the City decided to contract with the  
33 Supervisor of Elections to allow her office to conduct all municipal elections for  
34 consistency and to meet state regulations. He discussed the provisional ballot issue,  
35 absentee ballot issues, etc. He said that the Charter says that "terms for newly elected  
36 councilmembers commence the first regular meeting following the general municipal  
37 election" and that "the city councilmembers will hold office for two years or until their  
38 successors are elected and qualified." He said last year it was not possible to qualify  
39 the newly elected members because of the new time limits that did not exist when the

1 charter was adopted. Therefore the meeting was not held and the city waited until he  
2 second Wednesday (the Charter only requires that the council meet once a month).

3  
4 Attorney Williams noted that if there was a death before being sworn in there would be a  
5 vacancy. He said he could not answer if the three members are still subject to  
6 qualification. He said as a policy matter it potentially may not matter what happens this  
7 year but for most years it will matter. He said the other option is to cure the matter by  
8 Charter amendment which would take another election. He said it may make more  
9 sense to cancel the first meeting in November.

10  
11 Ansell Wood

12  
13 Mr. Wood asked if a write in candidate is allowed.

14  
15 Attorney Williams said he did not know the answer as to how it applied to Tavares  
16 without further research. Ms. Barnett stated the City's code requires candidates to be  
17 qualified by August 15<sup>th</sup>.

18  
19 Councilmember Grenier commented that on the ballot there is no provision for a write in  
20 candidate. Vice Mayor Pfister suggested consideration of having the meeting the  
21 second Wednesday beginning next year.

22  
23 Norman Hope, Myakka River Road

24  
25 Mr. Hope said he did not see a problem this year unless Ms. Stegall cannot give a  
26 certification and he did not see a reason to change.

27  
28 Betty Burleigh, 214 N. New Hampshire Avenue

29  
30 Ms. Burleigh said she thought this discussion should occur some other month before  
31 the next council meeting.

32  
33 Attorney Williams noted he had just spoken to Ms. Stegall at 5:05 p.m. at her office. Ms.  
34 Stegall has advised that under State election law where Candidates do not have  
35 opposition, that they are deemed to have each voted for themselves and are deemed to  
36 be elected at the close of polling on election day. She said she will not speak to those  
37 results or certify those results because that is handled by state law. In terms of the  
38 referendum questions, those will not be certified until November 12<sup>th</sup>.

39  
40 **MOTION**



1  
2 **XIV. AUDIENCE TO BE HEARD**

3  
4 **Timothy Carter, 1402 Crystal Court**

5  
6 Mr. Carter stated his mother has been a resident there for 25 years. He said his mother  
7 wanted to have a second service up and she is on good standing and has had her  
8 deposits returned. He said she had been advised she would have to make another  
9 \$175.00 deposit for the second service. He said he did not understand this policy.

10  
11 Ms. Houghton said she would look into this situation and report back to Council.

12  
13 **William Baldwin, 1206 Colerain Avenue**

14  
15 Mr. Baldwin said he had attended a meeting to investigate how the residents felt about  
16 opening up the road between Colerain Avenue and Willow Court and had understood it  
17 would be discussed at this meeting.

18  
19 Mayor Wolfe said that issue was discussed at the last Council Meeting and the  
20 conclusion had been that the city will not be opening up the road. Mr. Baldwin confirmed  
21 that he had not wanted it opened.

22  
23 **XV. REPORTS**

24  
25 **Tab 12) City Administrator**

26  
27 None

28  
29 **Brad Hayes, Utility Director**

30  
31 Mr. Hayes said his employees had asked him to relay their thanks to Council for  
32 remembering them this year.

33  
34 **Tab 13) City Council**

35  
36 **Vice Mayor Pfister**

37  
38 Vice Mayor Pfister reminded everyone of the upcoming event at the park and the dog  
39 park opening. She thanked Ms. Rogers for her hard work.

1 **Councilmember Grenier**

- 2 • Thanked Mr. Fish for his work on the railroad and noted the founder of the City  
3 would have approved [as a railroad pioneer in central Florida]  
4 • Thanks Ms. Maraviglia for her hard work on the signs and the ADA report  
5 • Stated he wished to acknowledge the passing of two legendary Tavarians:  
6 Carolyn Kennedy Downs (born in Tavares in 1916 – 94 years old). Her brother  
7 Bruggs is still on the Board of Directors of the Tavares Historical Society. He said  
8 her grandfather was Professional William Kennedy who wrote and published in  
9 1929 the history of Lake County. In addition the mother of Bernice Odums,  
10 Etherea Owens recently passed away.  
11

12 **Councilmember Smith**

- 13 • Reminded everyone to attend the grand opening for the dog park this Saturday at  
14 10:00 and the Harvest Moon festival on Saturday evening  
15 • Said he is interested in the sales of the baseballs at the Prop Shop; thanked staff  
16 for getting the baseballs into the shop  
17

18 **Mayor Wolfe**

- 19 • Said he hoped everyone would attend the grand opening of the dog park and the  
20 Harvest Moon festival. Noted boaters can also utilize Summeral Park as it has  
21 been redone and there is a boat ramp  
22 • Reminded everyone of the “Trunk or Treat” and the Halloween festivities that will  
23 take place October 30<sup>th</sup>  
24

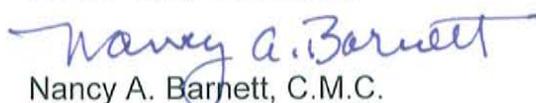
25 **Daryl Davenport – 613 Sinclair Circle**

26 Mr. Davenport said he was curious about what would happen to the two water taxis. Mr.  
27 Drury said they are run during large special events (i.e. Sunnyland Antique Classic  
28 Boat; Planes, Trains and BBQ, etc.) He said the goal in the future is to run them on the  
29 weekends as the community grows but it is not felt the City is at that level yet. He said  
30 staff is exploring the idea of having them run during special events in Mt. Dora. Mr.  
31 Neron added they may run during their large art festival in January.  
32

33 **Adjournment**

34 There was no further business and the meeting was adjourned at 5:25 p.m.  
35

36 Respectfully submitted,

37   
38

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

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING:**

**AGENDA TAB NO. 2**

**SUBJECT TITLE: Request to Award a Bid to Replace WWTP Digester Blower**

---

**OBJECTIVE:** To award the WWTP Digester Blower Replacement bid to Utilities Technicians Inc. to furnish and install a Digester Blower at the WWTP in the amount of \$38,956.00

**SUMMARY:**

The City has five Digester Blowers at the WWTP and has determined the need to replace the oldest unit that was in need of repairs. Three bids were received based on specifications written by The City of Tavares WWTP staff and the Cities Purchasing Manager as numerated below.

- 1) Utility Technicians, Inc. **\$38,956.00**  
630 Goodbar Ave.  
Umatilla, Fl. 32784
  
- 2) Process Equipment Repair Services **\$45,840.00**  
333 Falkenburg Rd. North  
Building E-501  
Tampa, Fl. 33619
  
- 3) ESD Waste2Water, Inc. **\$44,900.00**  
495 Oak Rd.  
Ocala, Fl. 34472

**OPTIONS:**

1. Award the Bid and the Project to the lowest Bidder, Utilities Technicians, Inc in the amount \$38,956.00
  
2. Do **not Award** and the Project to the lowest Bidder, Utilities Technicians, Inc in the amount \$38,956.00

**STAFF RECOMMENDATION:**

That Council Award the Bid and the Project to the lowest Bidder, Utilities Technicians, Inc in the amount \$38,956.00

**FISCAL IMPACT:** This item was budgeted in 2010/2011 Utilities WWTP budget under 535.64-10, Equipment Replacement

**LEGAL SUFFICIENCY:** It is legally sufficient



**CITY OF TAVARES  
MANDATORY PRE-BID CONFERENCE**

**3 Stage Blower replacement – BID NO. 2010-0012**

**November 9th 2010, 10:00 AM**

**DATE & TIME:**

A pre-bid conference was held on November 9th 2010, 2010 at 10:00 a.m. at the Tavares Water Reclamation Facility, 2770 Woodlea Rd., Tavares, FL 32778 with regard to the Tavares 3 stage blower replacement The proceedings were recorded.

**PRESENT:**

John Rumble, City of Tavares Purchasing Manager  
Brad Hayes, Utility Director  
Phil Clark, Utility Supervisor.

**CONTRACTORS:** Sign in sheet attached.

Mr. John Rumble called the meeting to order and noted today's date as November 9<sup>th</sup> 2010, 10:00 a.m.

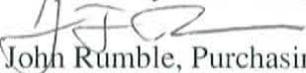
Mr. Rumble reminded the contractors to submit 3 copies and a digital copy of the bid. He also indicated that all communications were to be in writing and noted the revised plan which was distributed. **It was also noted that a bid bond would not be required for this project.**

Mr. Hayes answered several questions from the contractors and it was indicated that they would be addressed in the form of an addendum.

All contractors adjourned to the site visit to inspect the actual areas where the blowers would be placed. The contractors took pictures and asked questions that were answered for the benefit of the group.

No other questions or comments were brought forward. Mr. Rumble adjourned the meeting at approximately 10:50 a.m.

Respectfully submitted,

  
John Rumble, Purchasing Manager



**CITY OF TAVARES**

**MINUTES OF BID OPENING**

**December 2, 2010**

**Request for Proposals**

**Supply and Installation Positive-Displacement Rotary 3-lobe Blower Units**

**with Integrated Pulsation Cancellation**

**Bid No. 2011-0002**

**TAVARES CITY HALL**

**PRESENT**

John Rumble, Purchasing Manager  
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, December 2, 2010. This is the opening of submission packages received in response to RFP 2011-0002, Supply and Installation Positive-Displacement Rotary 3-lobe Blower Units with Integrated Pulsation Cancellation. There were three proposals received:

- |   |             |
|---|-------------|
| 1) Process Equipment Repair Services<br>333 Falkenburg Road North, Bldg E501<br>Tampa, FL 33619 | \$45,850.00 |
| 2) ESD Wastewater, Inc.<br>495 Oak Road<br>Ocala, FL 34772                                      | \$44,900.00 |
| 3) Utility Technicians, Inc.<br>630 Goodbar Avenue<br>Umatilla, FL 32784                        | \$38,956.00 |

Mr. Rumble noted the packages would be forwarded to the Department Head for review and technical compliance and estimated the recommendation to award the contract would be on the City Council Agenda within a few weeks. The bid opening concluded at approximate 2:10 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Kay Mayes', is written over a horizontal line.

Kay Mayes  
Admin Assistant, Finance

AND COMPLIANCE. APPLY IN PERSON BILL BRYAN KIA, 8644 US HWY 441, LEESBURG EOE/DFWP

### Financial & Insurance

**TITLE CLERK**  
AN EXPERIENCED TITLE CLERK WITH STRONG ACCOUNTING SKILLS WANTED FOR IMMEDIATE HIRE. APPLY IN PERSON @ PRESTIGE FORD, 17701 HWY 441 MT. DORA, FL 32757.  
WEB OS24710

### Healthcare

**HYGIENIST, PART TIME** — Fridays only in a friendly dental practice in South Lake County. Fax resume to 352-242-0705.  
WEB OS19985

**LPN WITH IV SKILLS** - Immediate opening for LPN with IV skills for busy endoscopy center. 407-931-2816, ext 117  
WEB OS43578

**MEDICAL BILLING TRAINEEES** Hospitals & Insurance Companies hiring now! No experience? Local Training & Job Placement avail! HS Grad or GED & Computer needed. 1-888-589-9677

### RN/ADON

FT w/lor. ADON, longterm care & Unit Manager exp required. Attractive pay scale & benefits. Apply in person 9:30a-3p M-F  
Lake Eustis Care Center  
411 W. Woodward Ave, Eustis, FL DFWP/EOE

### Sales & Marketing

**SALES MANAGER** — We are currently seeking a Manager with the following qualities:

- MONEY MOTIVATED (we mean it -- there is amazing potential here)
- SELF-STARTER (take the ball and run with it)
- ORGANIZED (being able to manage and motivate people)
- OUTGOING (friendly personality)
- LOOK FORWARD TO EARNING WHAT YOU'RE WORTH (are you a \$100,000 a year person?)

We are a Company with a proven track record and we are seeking that person that fits the bill. Call me and we'll see if that person is you.

Frank (407) 658-1223

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tutoring. Open to every age. \$20 an hour 352-602-3275

### Legal Notices

### Advertisements for Bid

BID NO. 2011-0002  
POSITIVE-DISPLACEMENT ROTARY 3-LOBE BLOWER UNITS

Sealed bids (Including 3 copies and one digital) are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main St., Tavares, FL 32778, so as to be received not later than 2:00 PM on December 2nd, 2010. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 PM for the performance of the following work:

Provide all labor, materials, tools and equipment required to furnish and install in good workmanlike manner, Positive-Displacement Rotary 3-lobe blower units with integrated pulsation cancellation. Blower units shall be complete and operational. This is to be a complete turn-key project. Contractor will be responsible for equipment receiving on-site and equipment must be shipped in care of the contractor.

All contractors intending to bid on the project MUST attend a pre-bid conference November 2nd, 2010, at 10:00 AM at the Tavares Water Reclamation Facility, 2770 Woodlea Rd, Tavares, FL 32778.

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 E Main St., Tavares, Florida 32778 phone: (352) 742-6131; fax (352) 742-6351.

Bidders are required to submit proposals for the above on the Bid Forms provided. No proposals may be withdrawn after the scheduled closing time for the receipt of proposals for a period of thirty (30) days. Please provide 3 copies and one digital copy.

The City of Tavares reserves the right to waive informalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be in the best interest of the City.

John Rumble CPPB, FCPM  
Purchasing Manager

LAK1097029 10/31/2010

### INTERNET ADVERTISING

Ask your Classified sales rep how to include your ad online. 800-669-5757

### Merchandise

**AUCTION** — Sat. Nov. 6th @ 10 a.m. 25338 CR 44A, Eustis, Household, collectibles, tools, 1890's pipe organ, Suzuki 250, knives, coins, roosters, hens, 1470 BP, ab1756, au2385 pics- [auctionzip.com](http://auctionzip.com) search TATUM 352-223-6677

**BED** — Nice twin bed w/ storage underneath + dresser. \$400 Like new. 352-406-7466

**FURNITURE** — 3 piece reclining sofa, loveseat & recliner. \$250 352-324-1117

### Lake County North-Garage Sales

**SORRENTO** — Oct 30 & Oct 31 8a-7 23900 Wolf Branch Rd. Misc Items

### Pets

### Pets for Sale

**MALTESE** - 8 weeks AKC Champions, teacups, Health Cert., Guarantee, Show Quality, Best in State, Very Mild Temp, Pure White dolls. Go Call Robert Now! \$1000.00 to \$1500.00 Come Visit! God Bless! 407 832 1759.

hook-up, no pets \$520/m sec dep. 352-357-8836 WEB

**LEESBURG/MALL** — Furn'd cottage, utilities incl. No mo Lease 352-742-2634 WE

**MOUNT DORA** — Nov 1 par ling, 2/2.5 story condo w. wood/tile flooring, scree pool, deck, dock, mint! \$ dep 352-223-0503 WEB OS

### Homes for Rent

**CLERMONT** — 3 BR, 1.5 B yard, No pets, \$850/month Call 352-406-3382 WEB OS

**EUSTIS** — Exec. 4BR/2.5BA garage. 2600sqft. W/D in Phyllis Dollinga Camel 352-636-9849 WEB OS2473

**EUSTIS** — House, Cute, bedrm, 1 bath, Central, kitchen, Screened patio washer & dryer, too. Fenced yard. Pets ok. \$6 352-408-0775 WEB OS2483

**EUSTIS** — Lakefront, 2 B bath, Central heat & air. Call: 352-636-0949 WEB OS

**MT DORA** — 3 BR, 2BA, L by high school, \$900/mo. W/D, \$875/mo. Immed. O Phyllis Dollinga, Camel Call 352-636-9849 WEB OS

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO: 3**

**SUBJECT TITLE: Ordinance #2010-22 – Amendment to Ordinance 2009-24 to Extend City-wide Impact Fee Waiver Program for Additional Year – Second Reading**

---

**OBJECTIVE:**

To consider the approval of Ordinance #2010-22 to extend the impact fee waiver program for one year.

**SUMMARY:**

At its meeting held December 9, 2009, the City Council approved Ordinance 2009 – 34 which waived the imposition of City impact fees City-wide for the period Jan.1 2010 – Dec. 31, 2010. On November 17, 2010, Council directed staff to prepare an ordinance to extend the program for an additional year to December 31, 2011. The ordinance was read for First Reading on December 1, 2010.

**Impact Fees**

The imposition of impact fees by local governments became popular in the mid-1990's as the State of Florida was experiencing rapid growth and local governments could not keep up with the needed funding for infrastructure necessary to support that new growth.

The theory was that impact fees were a method for new growth to pay for the costs of local government infrastructure needed to support the new growth that was occurring. Initially, impact fees were levied for water and sewer infrastructure soon to be followed by transportation impact fees. Many local governments then implemented impact fees for fire, police, recreation and libraries. Finally, many counties in conjunction with the local School Board began implementing school impact fees.

Based on case law developed over time, there had to be a "rational nexus" in that the cost of an impact fee had to be equitably spread among the various land use categories for the specified fee being charged and the fees collected for a specified function had to be spent in the general geographic area in which the fee

has been collected.

Over time, impact fees levied for various functions by various levels of government - city, county and school boards – have resulted in a multi-level and sometimes confusing impact fee structure.

#### City of Tavares – Background Information

From information presented during past budget discussions, it was shown that the property tax base of the City of Tavares is approximately 80% residential and 20% non-residential. The goal of the City Council has been through its economic development program to encourage commercial development to more evenly spread the costs of local government between residential and commercial land uses. The ideal breakdown would be a tax base of 60% residential and 40% commercial.

Exhibit 1 depicts two separate sets of information: (1) the construction value and number of residential and non-residential building permits issued for the five-year period 2005 – 2009 and (2) the taxable assessed value of residential and commercial real property for the six-year period 2005 – 2010.

The total value of building permits issued ranged from a high in 2005 of \$102 million to a low of \$11.2 million in 2009. The total number of building permits issued ranged from a high of 610 in 2005 to a low of 31 in 2009. For the years 2005 – 2007 the percentage value of residential construction value ranged from 94% to 75% of the total value of construction. In the two-year period of 2008 – 2009, the percentage value of commercial construction as a percentage of the total value of construction ranged from 47% to 65%.

Over the five-year period of 2005 – 2009, the number and value of building permits issued in the City dropped precipitously with the percentage value of commercial construction ranging from 47% to 65% in 2008 and 2009.

The taxable assessed value of residential and commercial property roller-coasted in the period 2005 – 2010. The total taxable assessed value increased from \$395 million in 2005 to a high of \$854 million in 2008 back down to \$529 million in 2010. This steep decline in taxable residential value reflects the total downturn of residential values in the housing market coupled with the doubling of the homestead exemption in 2009. The recovery of the taxable value of residential property will be very slow due to the glut of the current housing market with foreclosed homes, as well as the “Save Our Homes” valuation cap on the annual increase of homestead residential properties.

The taxable assessed valuation of commercial property increased from a low of \$80 million in 2005 to \$198 million in 2009, an increase of \$118 million or 247%. The percentage of commercial taxable assessed value as a percentage of total

taxable assessed value increased from 20.4% in 2005 to 25% in 2010. This indicates a slow shift in the taxable value of the tax base to a higher level of commercial value.

#### City-Wide Impact Fee Waiver Program – January – October 2010

Since January 2010 the City has waived all City impact fees for all construction within the City Limits of Tavares.

Exhibit 2 shows the results of the impact fee waiver program for the first ten months of 2010.

Permits have been approved for new construction valued at \$31,016,761 with resulting impact fee waivers of \$1,817,254. For every dollar of impact fee waived results in \$17.07 of new value construction.

Of the \$31 million in new construction, \$22.6 million or 73% was for commercial construction and \$8.3 million or 27% was for residential construction. It should be noted that since no new subdivisions have been approved in the last year, all of the residential construction is in-fill of existing subdivisions.

It should be noted that permits for all of the projects have been approved but all of the permits have not been pulled. Final financing approvals on a few of the larger projects are still awaiting approval.

#### City of Tavares Tax Base and Impact Fees

The first 10 months of the City-wide Impact Waiver program has produced positive results in that new commercial construction has been encouraged and limited new residential construction has resulted in the infill of existing residential areas.

The estimated \$31 million of new construction value in the first 10 months of 2010 is almost three times the new construction value of \$11million in year 2009.

In speaking with the owners of several of the large commercial projects for which building plans have been approved, all have stated that the current impact fee waiver program was a major consideration in moving their projects forward at this time.

Of the estimated \$1.8 million in impact fees waived in 2010, the majority would be for water and sewer impact fees. While the City has been fortunate to receive sizeable water and sewer grants and loans to upgrade the existing system, at some point the need for some level of water and sewer impact fees needs to be addressed.

In considering whether or not to extend the current impact fee waiver program, the basic dichotomy of the issue is the immediate growth in the property tax base, primarily in the commercial area that will continue over time, versus one-time impact fee revenue that can be used to offset the costs of public infrastructure.

Over the last 24 months, the economy in our Nation and State has been in the worst recession since the Great Depression in the 1930's. Millions of jobs have been eliminated and unemployment is at record levels. The housing market is primarily being fueled by the sale of foreclosed homes and short sales. While recent economic indicators seem to point to a "bottoming out" of the recession it will take years for the job market to recover and the construction industry to rebound.

Based on these conditions and the fact that the current City-wide impact fee waiver program has produced positive impacts, it is recommended that the current City-wide impact fee waiver program be extended through December 2011 or in the alternative that the City-wide impact fee waiver program be extended through June 2010 and that thereafter impact fees can be paid over a five-year period with interest charged at the prevailing rate.

At its meeting held November 8, 2010, the CRA Advisory Committee reviewed this issue and the two options. After review and discussion, the CRA Advisory Committee by a vote of 4 – 0 approved recommending that the City Council select Option 1 below to extend the impact fee waiver program through December 2011.

**OPTIONS:**

1. Move to approve Ordinance #2010-22 to extend the current City-wide impact fee waiver program through December 2011 and thereafter allow that impact fees can be paid over a five-year period with interest charged at the prevailing rate.
2. Do not approve Ordinance #2010—22 to extend the current City-wide impact fee waiver program through June 2010 and thereafter allow that impact fees can be paid over a five-year period with interest charged at the prevailing rate.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approval of Option 1:

Move to approve Ordinance #2010-22 to extend the current City-wide impact fee waiver program through December 2011.

**FISCAL IMPACT:**

The fiscal impact will be dependent on the level and type of building permits that are pulled during the 12 month time frame. Based on the results of the first 10 months of the current City-wide impact fee waiver program, every dollar of impact fees that were waived resulted in \$17.07 of new construction value.

**LEGAL REVIEW:**

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

# EXHIBIT 1

## City of Tavares

### Residential and New Construction Permits Issued per Fiscal Year

Fiscal Year	Commercial & Residential Property	Residential Property	No.	% Residential	Commercial Property	No.	% Commercial
2005	\$102,543,594.00	\$96,326,540.00	583	93.94%	\$6,217,054.00	27	6.06%
2006	\$75,767,506.00	\$57,453,714.00	365	75.83%	\$18,313,792.00	28	24.17%
2007	\$32,350,749.00	\$24,038,524.00	155	74.31%	\$8,312,225.00	13	25.69%
2008	\$31,094,860.00	\$16,333,398.00	86	52.53%	\$14,761,462.00	17	47.47%
2009	\$11,272,027.00	\$3,880,011.00	24	34.42%	\$7,392,016.00	7	65.58%

### Taxable Assessed Value of Real Property

Fiscal Year	Residential & Commercial Property	Residential Property	% Residential	Commercial Property	% Commercial
2005	\$395,057,039.00	\$314,292,456.00	79.56%	\$80,764,583.00	20.44%
2006	\$571,345,791.00	\$449,730,616.00	78.71%	\$121,615,175.00	21.29%
2007	\$730,057,781.00	\$578,959,639.00	79.30%	\$151,098,142.00	20.70%
2008	\$854,994,055.00	\$668,605,480.00	78.20%	\$186,388,575.00	21.80%
2009	\$762,026,655.00	\$563,727,801.00	73.98%	\$198,298,854.00	26.02%
2010	\$529,262,580.00	\$396,449,871.00	74.91%	\$132,812,709.00	25.09%

EXHIBIT 2

City of Tavares

Impact Fee Waiver program

January 2010 to -October 31<sup>st</sup>, 2010

The City of Tavares adopted its impact fee waiver ordinance on December 16<sup>th</sup>, 2009. Since that date, the City has processed building permits for the following new construction projects:

<u>Types of Project</u>	<u>Valuation</u>	<u>Total Fees Waived</u>
<b>Commercial:</b>		
Alzheimer/Assisted Living Facility *	\$15,000,000	\$882,278
Massey's	382,523	8,171
Bartch Annexation	161,300**	1,252
Ellrodt Office	185,000	6,332
Lane Park Storage Complex*	1,640,518	1,438
Kooser's BBQ	115,000	42,853
Dollar Tree	650,000	28,954
Lemon's Sports Complex*	<u>4,500,000</u>	<u>562,392</u>
<b>Total Commercial</b>	<b>\$22,634,341</b>	<b>\$1,533,670</b>
<b>Residential:</b>		
Multi-Family	\$3,123,015	\$179,407
Single Family	<u>5,259,405</u>	<u>104,177</u>
<b>Total Residential</b>	<b>\$8,382,420</b>	<b>\$283,584</b>
<b>GRAND TOTAL</b>	<b>\$31,016,761</b>	<b>\$1,817,254</b>

\*A building permit application has been received for this project. It has been reviewed and is expected to be issued in the near future.

\*\*Assessed Value of annexed property connecting to city utilities.

All individuals that have received impact fee waivers since the inception of this program have indicated, in writing, that the waivers contributed significantly with their decision go ahead with their projects.

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ORDINANCE 2010-22

**AN ORDINANCE AMENDING ORDINANCE 2009-34 OF THE CITY OF TAVARES, FLORIDA PERTAINING TO THE WAIVER OF IMPACT FEES; EXTENDING THE WAIVER TO DECEMBER 31, 2011; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance 2009-34 provides for a waiver of impact fees provided by Chapter 6 and Chapter 17 of the City's Code of Ordinances until December 31, 2010, and

**WHEREAS**, the City of Tavares finds that an extension of the waiver will further its legitimate public interest in encouraging economic growth and development in and around the City, since said growth provides jobs, provides additional customers for the City's services, and increases the City's tax base; and

**WHEREAS**, the limited impact fee waiver provided herein will not result in a disproportionate impact fee for past or future development; and

**WHEREAS**, the payment of City police, fire/rescue, parks, recreation, water, and wastewater capital charges still pose a significant expense for new residential and commercial businesses and enterprises that are facing other start up expenses; and

**WHEREAS**, the Florida Legislature has recognized the validity of waivers of impact fees to promote economic development in Section 163.2517, Florida Statutes, and

**WHEREAS**, City impact fee revenues have not been pledged for the repayment of any municipal bonds or obligations, and the provision of an additional twelve (12) month waiver of such fees will not impair the City's capital improvement plans for its police, fire, recreation, water and wastewater utility departments, and

**WHEREAS**, the City Council desires to waive payment of impact fees for an additional twelve (12) month period as a citywide economic development incentive as provided herein; now therefore,

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

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

47 **Section 2. Amendment.** Chapter 6 of Part II of the City of Tavares Code of  
48 Ordinances is hereby amended to read as follows:

49  
50 **Section 6-6. Payment of impact fees.**

51  
52 (a) Any person who seeks to develop land within the city, by applying  
53 for a building permit or final development order, is hereby required to pay impact  
54 fees in the manner and amount set forth in the fee schedule. The impact fee due  
55 prior to the issuance of a building permit or final development order, except as  
56 otherwise provided by this article, shall be the sum of the applicable police  
57 facilities, fire/rescue facilities, and parks and recreation facilities impact fee.

58  
59 (b) No building permit or final development order requiring payment of  
60 an impact fee pursuant to this article shall be issued unless and until impact fees  
61 herein required have been paid.

62  
63 (c) No extension of a building permit or final development order for any  
64 activity requiring payment of an impact fee, pursuant to the fee schedule, shall be  
65 granted unless and until the impact fees in effect at the time of the extension  
66 request have been paid.

67  
68 (d) In the event impact fees are paid concurrently with the issuance of  
69 a building permit or final development order and subsequently, the building  
70 permit or final development order is amended, the applicant shall pay impact fees  
71 in effect at the time the amended building permit or amended final development  
72 order is issued with credit being given for the previous fees paid.

73  
74 (e) All impact fees that would normally be due under the terms of this  
75 Chapter shall be waived for building permits issued from January 1, 2010,  
76 through December 31, 2011.

77  
78 **Section 3. Amendment.** Section 17-39 of the City of Tavares Land  
79 Development Regulations is hereby amended to provide as follows:

80  
81 **Section 17-39. Waiver of Impact Fees.**

82  
83 All impact fees that would normally be due under the terms of this  
84 Chapter shall be waived for building permits issued from January 1, 2010,  
85 through December 31, 2011.

86  
87 This Ordinance shall take effect immediately upon its final adoption by the  
88 Tavares City Council.

89  
90 **PASSED AND ORDAINED** this day of December, 2010, by the City  
91 Council of the City of Tavares, Florida.

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ATTEST:

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Robert Wolfe, Mayor  
Tavares City Council

---

Nancy A. Barnett  
City Clerk

First Reading: December 1, 2010

Passed and Adopted Second Reading:

---

Approved as to form:  
City Attorney

**CITY OF TAVARES**

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider the Ordinance 2010-22, Second Reading, on December 15, 2010 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

**ORDINANCE 2010-22**

**AN ORDINANCE AMENDING ORDINANCE 2009-34 OF THE CITY OF TAVARES, FLORIDA PERTAINING TO THE WAIVER OF IMPACT FEES; EXTENDING THE WAIVER TO DECEMBER 31, 2011; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Ordinance may be inspected by the public at the office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK1101381 12/05/2010

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO. 4  
SUBJECT TITLE: Solicitation of Funds for Events**

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**OBJECTIVE:**

To discuss the issue of developing a policy related to the City soliciting funds or sponsorships for city events.

**SUMMARY:**

Councilmember Kirby Smith has requested an opportunity to discuss the issue of developing a policy related to the City soliciting funds or sponsorships for city events.

**OPTIONS:**

- 1) Discuss the issue of developing a policy related to the City soliciting funds or sponsorships for city events.
- 2) Do not discuss this issue

**STAFF RECOMMENDATION:**

That Council discuss the issue of developing a policy related to the City soliciting funds or sponsorships for city events.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

City Attorney will provide comments on this issue

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO: 5**

**SUBJECT TITLE: Approval of the Artist Policy for the Prop Shop at Woodlea**

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**OBJECTIVE:**

To have City Council approve a policy to institute an annual solicitation process that will provide an opportunity for local artists to sell artwork at the Prop Shop.

**SUMMARY:**

Staff has developed the attached policy to establish guidelines for acquiring an inventory of artwork to sell at retail in the Prop Shop at Woodlea.

It has been the interest of many artists to sell artwork in the Prop Shop at Woodlea at the Seaplane Base & Marina. Due to limited space and in order to keep the inventory selection fair and competitive, the staff has developed the attached policy to authorize the City administrator to appoint a committee to select artwork to acquire annually.

Artwork shall be purchased by the City of Tavares to resell at the Prop Shop at Woodlea at the City's discretion. The policy will authorize the City to purchase artwork at a discounted rate of the retail price and for the City to then resell the artwork at full retail price with the City retaining the gain. Each fiscal year, the Art Selection Committee shall be granted the authority to select up to five artists and their artwork to purchase and resell at the Prop Shop. The Art Selection Committee shall also recommend purchase price. Final approval shall be made at the discretion of the City Administrator based on a recommendation from the committee.

**OPTIONS:**

1. To approve the attached policy to authorize the City Administrator to institute an annual solicitation process that will provide an opportunity for local artists to sell artwork to the City at a wholesale cost.
2. To not approve the attached policy.

**STAFF RECOMMENDATION:**

Staff recommends that the Council moves to approve the attached Artists Policy to govern the selection of artwork from local artists.

**FISCAL IMPACT:**

The Artist Policy will establish the guidelines for acquiring artwork at a wholesale cost and to sell at retail price determined by the committee. The artwork will be purchased from the Prop Shop inventory budget.

**LEGAL CONSIDERATIONS:**

The City Attorney has reviewed and approved the attached Policy.

**CITY OF TAVARES  
ADMINISTRATIVE POLICY / PROCEDURE**

<b>EFFECTIVE DATE</b>	<b>POLICY NUMBER</b>	<b>PAGE NUMBER</b>  1 of 2	<b>SUPERSEDES POLICY</b>
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<b>Subject:</b>  <b>Reviewed for Legal Sufficiency</b> <hr style="width: 80%; margin-left: 0;"/> <b>City Attorney</b>	<b>Approved by:</b>  <hr style="width: 80%; margin-left: 0;"/> <b>City Administrator</b>  <hr style="width: 80%; margin-left: 0;"/> <b>Date</b>
--	---

**Purpose**

The purpose of this policy is to provide definitions, procedures, and parameters to be followed when selecting artwork to be sold in the Prop Shop at Woodlea in the Seaplane Base & Marina operated and owned by the City of Tavares. Such requests by artists will annually be reviewed by a five-member committee that will select up to five artists and their artwork per year. Art Selection Committee members will be selected by the City Administrator.

**Policy**

Artwork shall be purchased by the City of Tavares to resell at the Prop Shop at Woodlea at the City's discretion. The policy will authorize the City to purchase artwork at a discounted rate of the retail price and for the City to then resell the artwork at full retail price with the City retaining the gain. Each fiscal year, the Art Selection Committee shall be granted the authority to select up to five artists and their artwork to purchase and resell at the Prop Shop. The Art Selection Committee shall also recommend purchase price. Final approval shall be made at the discretion of the City Administrator based on a recommendation from the committee.

**Background**

It has been the interest of many artists to sell artwork in the Prop Shop at Woodlea at the Seaplane Base & Marina. In order to keep the inventory selection fair and competitive, the City will authorize a committee to select artwork to acquire once a year.

**Definitions**

**Artist:** An artist is defined as any person, who by virtue of professional training, exhibition history and/or critical review is recognized as skilled in making works of art.

**Artwork :** Art selected for acquisition must be original artwork created by an artist. It may have any of the following attributes: Painting; photography; sculpture; mosaics; fiber works, glass, mosaics, prints, calligraphy, movable artworks. Artworks created by artists must meet specific theme related to the Seaplane & Base Marina, celebratory or memorial purposes.

# CITY OF TAVARES

## ADMINISTRATIVE POLICY / PROCEDURE

POLICY NUMBER: \_\_\_\_\_

SUBJECT:

Page: 2 of 2

### Definitions

**Art Selection Committee:** Committee is comprised of five City employees that will make recommendations and selection of artwork purchases.

**Committee Member:** Shall include a person appointed by the City Administrator.

**Seller:** A Seller is defined as the artist selling artwork to the city of Tavares at wholesale cost.

### Procedures

All requests to sell artwork to the City will be submitted to the Economic Development Department as follows:

1. Annually, the City shall solicit proposals from artists that have interest in selling artwork to the City. The artist shall submit in writing to the Economic Development Department a letter to include, photo of artwork, artist name, artist experience, contact information, the artwork description and cost of artwork to the City.
2. All written requests shall be submitted to Art Committee for final review. After selection is determined, the final decision shall be presented to the Economic Development department to send approval letter to seller and obtain the necessary paperwork for purchase.
3. The Seaplane Base & Marina department shall submit a requisition and purchase order to the Finance department, and process all necessary paperwork and documentation for the purchase of the artwork inventory for the fiscal year.

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**AGENDA SUMMARY**  
**TAVARES CITY COUNCIL**  
**DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO: 6**

**SUBJECT TITLE: Acceptance of a grant for Electrical Vehicle and Golf Cart Charging Stations**

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**OBJECTIVE:**

To have City Council authorize the signature on a contract to accept a Federal grant to receive up to 4 electric vehicle charging stations that will be located throughout the downtown area.

**SUMMARY:**

The proposed grant provides for the City to receive free of charge four electric vehicle chargers. Each charger is valued at \$8,500.00. Each has a warrantee for 2 years. The contract must be signed within 30 days of the award letter date.

The Charging Stations are each worth \$8,500. The grant award is for \$34,000. An initial set-up fee of \$550 for each charging unit will be paid to establish the network maintained by Chargepoint America. Total for network set up is a one-time fee of \$2,200. After two years the City must pay a system maintenance fee of \$140 for each unit that totals \$560 a year. Installation will be done by the Public Works department with a cost estimated to be less than \$100 for each installation. Total estimated project cost is \$2,600. Funding for the costs associated with the charging stations will come out of Tax Increment Financing revenues.

The charging stations are supplied under this DOE grant and WattNext, a local distributor from Eustis, will be providing the units to us and providing guidance for network connection free of charge

The units are meant to go into public places where electric vehicles including golf carts, NEVs and electric car owners will likely stay at least 30 minutes to 2 hours to charge up. This will bring economic development to our downtown area giving customers another reason to come eat at our restaurants, shop, enjoy Wooton Park. In addition, the City must allow the charging data collected by the charging units to automatically go to Purdue University and Idaho National Labs for a period of two years.

The data collected will be analyzed and documented by the DOE to recognize where people charge, how often, and at what price. The City would be part of a university study coupled with next generation fueling infrastructure.

Each charging unit has a sophisticated network program. The network is connected to a portal accessed on a computer. Here each unit can be controlled and updated as technology becomes more advanced. Each has a highly advanced credit card function to charge the customer with a swipe of a card. This is optional. In addition, each unit may be found in any GPS system throughout the nation including applications for the iPhone and Google maps. This means that someone traveling with a 2011 electric vehicle can track down charging stations as he/she plans a road trip.

**OPTIONS:**

1. To approve signing of the grant award contract to receive four electric vehicle charging stations.
2. To not approve signing the grant award contract to receive four electric vehicle charging stations.

**STAFF RECOMMENDATION:**

Staff recommends that the Council moves to approve signing the grant award contract to receive four electric vehicle charging stations.

**FISCAL IMPACT:**

Total direct cost for set-up and installation is \$2,600.00. The estimated cost of electricity will vary by use of the chargers.

**LEGAL CONSIDERATIONS:**

The City Attorney has reviewed and approved the contract.



November 17, 2010

Ms. Cecilia Smith  
Economic Development Coordinator  
City of Tavares  
201 E. Main Street  
P.O. Box 1068  
Tavares, FL 32778

Dear Ms. Smith:

Congratulations! You have been awarded one or more Coulomb Technologies, Inc. electric vehicle charging station(s) under the ChargePoint America™ Program . The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy as part of the American Reinvestment and Recovery Act. In order to receive delivery of the Charging Station(s), you must agree to all of the terms and conditions following. Furthermore, you need to:

1. Countersign at the end of this letter and provide a copy of it back to Coulomb or to the local Coulomb Distributor
2. Provide a \$0 PO to Coulomb Technology for the charger(s). Please make sure the part numbers on the order correspond to the part numbers on this letter and provide a ship to address with a contact name, phone number, and email.
3. Sign and return the attached Master Services Support Agreement
4. Return the documents within 30 days of the date of this award letter

Please note that delivery of the charging systems will be from 8 - 10 weeks of receipt of PO and associated signed documents. We appreciate your participation in this exciting program and look forward to creating an electric vehicle charging infrastructure in your area.

Best regards,

Handwritten signature of Scott A. Miller in blue ink.

Scott A. Miller  
Eastern Region Director  
ChargePoint America Program  
Coulomb Technologies



## CHARGEPOINT AMERICA™ STATION AWARD AGREEMENT

1. **Charging Stations.** You (“You”) have been awarded, and may be awarded from time to time, one or more Coulomb Technologies, Inc. (“CTI”) electric vehicle charging stations under the ChargePoint America™ Program . The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy (the “DOE”) as part of the American Reinvestment and Recovery Act (“ARRA”). The charging stations will be installed at the locations specified on Appendix A, as amended from time to time to reflect the award of additional Charging Stations under this Station Award Agreement.

Product Name	Product Description	Product Code	Quantity	Unit Price	Total Price
CT2101C-CDMA-LOCK-CCR	Dual 208/240-30A & 120V-12A Bollard with CDMA, locking holster, and credit card reader	CT2101C-CDMA-LOCK-CCR	4	\$0.00	\$0.00

<b>Grand Total:</b>	<b>\$0.00</b>
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2. **Shipment and Delivery.** CTI will pay for the cost of standard delivery charges of the Charging Stations to the locations designated by You in writing to CTI. CTI shall choose the method by which Charging Stations are to be delivered. If You desire expedited delivery, You will be responsible for the payment of all delivery charges. No Charging Stations will be delivered until CTI has received written confirmation that You have obtained all applicable permits for the installation of the Charging Stations. A CTI representative, or one of its authorized distributors (“Authorized Distributors”) will assist You in obtaining the necessary permits.

3. **Installation.**

(a) Installation of the Charging Stations shall be at your sole cost and expense. Unless specifically agreed in writing, installation of the Charging Stations may only be done by an Authorized Distributor or one or more installers chosen by such Authorized Distributor. Should You wish to use your own installer, you shall request CTI’s permission, in its reasonable discretion, to do so no more than fifteen (15) days prior to the scheduled installation date. You should be aware, however, that your installer may be subject to the provisions of the Davis Bacon Act (FAR 52.222-6). The Davis Bacon Act is a federal law that



requires certain private contractors working on federal construction projects to pay their workers a wage at least equal to locally prevailing wages, as determined by the United States Department of Labor, for the type of work being performed. It is likely that the installation of Charging Stations would be treated as a federal construction project requiring observance of the Davis Bacon Act requirements. Union pay scales have frequently been used as a guide by the Department of Labor when determining locally prevailing wages. In addition, because the Charging Stations are being awarded to You under a federal program, in the event You use your own installer, such installer shall become subject to certain audit and other rights granted to the United States government and to CTI. YOU SHOULD CONTACT CTI IMMEDIATELY FOR A COMPLETE EXPLANATION OF THE APPLICABLE REPORTING, AUDITING AND OTHER REQUIREMENTS THAT APPLY TO YOU OR YOUR INSTALLER SHOULD YOU WISH TO USE YOUR OWN INSTALLER TO INSTALL THE CHARGING STATIONS. In the event you choose to use your own installer, you shall indemnify and hold harmless CTI from all costs (including, without limitation, reasonable attorneys' fees), losses, charges, fees, fines and other expenses of any sort whatsoever, including, without limitation, the refusal of the DOE to provide reimbursement to CTI in respect of the Charging Stations awarded to you, incurred by CTI as a result of such installer's (i) failure to comply with any applicable law, including, without limitation, the Davis-Bacon Act or (ii) failure to provide CTI such documentation as is reasonably needed by it to comply with applicable DOE requirements.

(b) You agree to cause the installation of the Charging Stations within forty five (45) days of their delivery to You. In the event that the Charging Stations have not been installed by the expiration of such forty five day period, CTI reserves the right to reclaim the Charging Stations. In the event that You are having trouble arranging for the installation of the Charging Stations by an Authorized Distributor or an installer chosen by such Authorized Distributor, please contact CTI as soon as possible so that it can assist you in obtaining prompt installation of the Charging Stations.

(c) The Charging Stations are not to be removed from their packaging by any person other than the Installer.

**4. Warranty/Limitation of Liability.** (a) **Warranty.** The Charging Station is covered by the terms of CTI's standard Warranty (the "Warranty") for a period beginning on the date of installation and running until December 31, 2013. A copy of the Warranty is included with this agreement. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into this Agreement.

(b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4 AND IN THE WARRANTY, CTI MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATION, THE CHARGEPOINT™ NETWORK STANDARD SERVICES OR THE CHARGEPOINT™ NETWORK, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CTI DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE CHARGING STATION.



(c) **Limitation of Liability.**

(i) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CTI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGING STATION, THE CHARGEPOINT™ NETWORK, ANY CHARGEPOINT™ NETWORK SERVICES, OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY YOU NOT SPECIFICALLY SET FORTH IN THIS ADDENDUM. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

(ii) YOUR SOLE REMEDY FOR ANY BREACH BY CTI OF ITS OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT SHALL BE LIMITED TO, AT CTI'S OPTION, REPAIR OR REPLACEMENT OF THE CHARGING STATION.

(d) **Warranty Exclusions. Exclusive Remedies.** THE REMEDIES CONTAINED IN SECTION 4 ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES YOU MAY HAVE AGAINST CTI WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, THE CHARGEPOINT™ NETWORK STANDARD SERVICES OR THE CHARGEPOINT™ NETWORK.

**5. Access to the Public.** All of the Charging Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Charging Stations, and the facilities in which they are located, shall be kept clean and in good repair. You shall promptly call CTI or an Authorized Distributor in order to arrange for the repair of any non-functioning Charging Stations.

**6. Network Access.** As a part of the award, You will receive free a free subscription for ChargePoint™ Network Standard Service, as defined in the ChargePoint™ Master Services Subscription Agreement (the "Master Services Agreement"), that will expire December 31, 2013 (the "Subscription Period"). You must execute a copy of the Master Services Agreement as a part of your obligations under this ChargePoint America™ Station Award Agreement and must keep the Charging Stations connected to the ChargePoint™ Network throughout the entire Subscription Period. CTI offers various other services, such as billing services, which may be accessed through the ChargePoint™ Network. All of such services are subject to CTI's standard terms and conditions.

**7. Access to Information.** In consideration of your receipt of the Charging Stations and free subscription to ChargePoint™ Network Standard Service, you agree to provide and release to CTI, the DOE, such other participants and partners of CTI in the Program as CTI



shall determine necessary, all data and information relating to You, Your electric vehicles, if any, and their use, the use by others of Your Charging Stations and Your use of the Charging Stations and any public Charging Stations and infrastructure (the "Data"). You acknowledge and agree that the Data may be used by any of the above-described persons for any purpose, including analyzing Your use and charging patterns, the public's use of Your Charging Stations, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Program.

Your performance of this Agreement and willingness to supply and release Data to the persons described in the immediately preceding paragraph is a material condition to CTI's willingness to enter into this Agreement with You and provide the Charging Stations hereunder. You understand, acknowledge and agree that CTI will need Your reasonable cooperation and assistance, and You agree to provide your reasonable cooperation and assistance to CTI, so that CTI can successfully conduct its testing and collect Data from You, the Charging Stations, and public electric vehicle infrastructure utilized by You and others. Except as set forth in this Section 7, the use of the Charging Stations will be subject to CTI's standard privacy policy (the "Privacy Policy"). The Privacy Policy is located on CTI's web site and may be accessed at: <https://www.chargepointportal.net/index.php/general/uri/privacy.html>.

Notwithstanding anything to the contrary contained in this Section 7, or in the Privacy Policy, CTI reserves the right, on behalf of the DOE, to collect certain anonymous information regarding the use and operation of the Charging Stations.

**8. Certain Rights of the United States Government.** Notwithstanding the fact that You are being awarded the Charging Stations under the Program, the United States Government reserves the right to seize the Charging Stations under certain, limited circumstances, including, without limitation, national emergency.

**9. No Right to Remove or Sell the Charging Stations.** The Charging Stations may not be sold or removed from their place of installation, prior to January 1, 2014, without the prior written consent of CTI.

**10. Additional Charging Stations.** In the event that You have purchased Charging Stations that are to become a part of the Program, CTI's standard terms and conditions shall apply.

**11. No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

**12. Waiver.** CTI's failure at any time to require your performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. CTI's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. CTI's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by a CTI authorized representative. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.



13. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of ~~California~~ <sup>Florida</sup> without reference to such state's principles of conflicts of law and the state and federal courts of ~~California~~ <sup>Florida</sup> shall have exclusive jurisdiction over any claim arising under this Agreement.

14. **Waiver of Jury Trial.** You and CTI each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.

15. **Severability.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either You or CTI will to any extent be determined by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, You and CTI or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

16. **Assignment.** You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CTI.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

COULOMB TECHNOLOGIES, INC.

Praveen K. Mandal, President

AWARDEE:

By: \_\_\_\_\_  
(Signature)

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

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



## APPENDIX A - CHARGING STATION LOCATIONS

Station #1 – City of Tavares – Curbside parking along Ruby Street

Station #2 – City of Tavares – Curbside parking along Ruby Street

Station #3 – City of Tavares – Curbside parking along Ruby Street

Station #4 - City of Tavares – Curbside parking along Ruby Street

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO. 7  
SUBJECT TITLE: Appointment to Fire Pension Board**

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**OBJECTIVE:**

The Mayor will make an appointment to the Fire Pension Board.

**SUMMARY:**

One application for the vacancy on the Fire Pension Board has been received from Charlotte Hope.

**OPTIONS:**

- 1) Approve the Mayor's recommendation
- 2) Do not approve

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

Legally sufficient.



**Application for a Board/Committee Appointment  
City of Tavares**

Please Print: HOPE CHARLOTTE E.  
Last Name First Middle Initial

Telephone: (352) 205-3825 (e) Email: hopechest352@comcast.net

Cell Phone: (352) 343-2911 (h) Fax: N/A

Present Address 3221 MYAKKA RIVER ROAD, TAVARES, FL 32778

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

Bicycle Pedestrian Committee of the Metropolitan Planning Organization

Citizens Advisory Committee of the Metropolitan Planning Organization

Community Redevelopment Area Advisory Committee

Fire Pension Board

Lake County Cultural Affairs Council – Tavares Representative

Library Advisory Board

Planning and Zoning Board\*

Police Pension Board

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

Name(s) and Relationship of Relatives Working for the City: N/A

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

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

Elementary & High School

College or University

Graduate School

1 2 3 4 5 6 7 8 9 10 11  12

1 2 3 4

1 2 3 4

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

Name of  Last or Present Employer: CAMPBELL & PARIS ENGINEERS

Address: 4215 LAFAYETTE CTR. DR. CHANTILLY, VA. 20151  
Number and Address City State Zip

Date Hired: \_\_\_\_\_ Position: CONTRACT ADMINISTRATOR / ACCOUNTING DEPT.

Brief Description of Responsibilities: REVIEW OF CONTRACTS IN RELATION TO GOVT. / CONTRACTOR SPECIFICATIONS; ACCTG. FOR CORP. LOCATED IN 4 STATES.

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

If You Answered Yes: When? \_\_\_\_\_ Where? \_\_\_\_\_

Professional or Civic Memberships:

- 1) KIWANIS 2) \_\_\_\_\_
- 3) \_\_\_\_\_ 4) \_\_\_\_\_

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

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?  
I AM VERY INTERESTED IN THE GOOD & WELFARE OF OUR CITY. MY ACCT. / BUDGET / ACCTG. EXPERIENCE IS USEFUL IN BEING ANALYTICAL IN REGARD TO "ALL" THINGS.

2) What do you think should be the purpose of this board?  
TO ASSURE THAT OUR PUBLIC SAFETY OFFICERS / FIRE

FIRE FIGHTERS, PENSION & BENEFITS ARE  
GUARDED & PROTECTED -- TO ASSURE THEIR FUTURE  
RETIREMENT

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

- 1) NANCY CLUTS, 926 LAKE ELSIE DR., TAVARES, FL 6  
Name Address Business Years Known
- 2) ANDREW O'KEEFE, 115 S. ROCKINGHAM, TAV 1  
Name Address Business Years Known
- 3) LOYD KUSSMAN - 3125 MYAKKA RIVER RD. 6  
Name Address Business Years Known

Next of Kin: NORMAN P. HOPE, 3221 MYAKKA RIVER RD TAVARES, FL. HUSBAND  
Name Address Relationship

In Case of Emergency, Please Notify:

HEATHER CHANEY, 303 MOHAWK TRAIL, WALKERSONVILLE, NC.  
Name (DAUGHTER) Address Telephone No. 910-455-9701

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

Applicants Signature Charlotte E. Hope Date 12-2-2010

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

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

CHARLOTTE E. HOPE 12-2-2010  
Name Date of Application

Please select one of the following:

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

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

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

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

An American woman.

An American man.

None of the above.

Do you qualify as physically disabled? Yes:  No:

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO. 8**

**SUBJECT TITLE: Request to Approve Work Authorization Amendment with Malcolm Pirnie for Construction Services**

---

**OBJECTIVE:** To consider the approval of a contract with Malcolm Pirnie in the amount of \$373,636 to oversee the construction of the Phase 1 Reclaim Infrastructure Project including the preparation of the bid documents, bidding out the project, coordinating with FDOT and all utility companies, on site resident engineering, construction management, financial and grant compliance management (“Construction Management Services”).

**SUMMARY:**

Six (6) years ago the City made application to renew its consumptive use permit to continue the withdrawal of water from the aquifer to supply its city with clean reliable potable water from St. Johns River Water Management District (SJRWMD). A condition of that permit was to develop an alternative water supply management plan which included reclaimed water. A plan was developed and approved by SJRWMD and FDEP which called for a \$17.5 million reclaimed water system throughout the city in four phases as follows:

**Phase I:** A 5 million gallon storage tank and reclamation facility at the Woodlea Waste Water Plant for reclaimed water and a main distribution trunk line from this new reclamation facility to Hickory Point, and another distribution trunk line along Dead River Road.

**Phase II:** Wastewater Plant upgrades to remove nitrogen and phosphorous.

**Phase III:** A reclamation and water administration building on the Wastewater Plant site.

**Phase IV:** Development of reclamation main trunk lines across the Dora Canal to downtown, the CRA, hospital and other areas throughout the city of Tavares.

Phase I has been designed and is ready for bidding and construction. As it relates to the cost of providing “construction management services”, industry guidelines, as approved by FDEP, call for that cost to be in the 10% range of the total project cost. The estimated cost for phase I is \$5.5 million. At 10% the “Construction Management” fee should be in the \$550,000 range. Staff has spent a considerable amount of time negotiation an efficient scope of services with Malcolm Pirnie in the amount of \$373,636.00 (6.8% of project cost) which FDEP and SJRWMD have approved an allowance for and have included in their grant and loan allocations. SJRWMD has allocated a \$1.1 million grant towards phase I and FDEP as committed to a low interest loan for the remainder of the cost for phase I.

It should be noted that the city is in the CUP renewal application process again and this work will assist greatly in securing a longer term CUP than previously obtained.

This work authorization for Construction Management Services authorizes Malcolm Pirnie to prepare the bid documents, bid out the project, coordinate with FDOT and all utility companies, provide on-site resident engineering services, construction management services, and financial

and grant compliance management services. The project is estimated to take 12 months in duration.

**OPTIONS:**

1. **Approve** the contract for Construction Management Services with Malcolm Pirnie in the amount of \$ 373,636.00 for Phase 1 of the Tavares Reclaim Infrastructure Project.
2. Do **not approve the** contract for Construction Management Services with Malcolm Pirnie in the amount of \$ 373,636.00 for Phase 1 of the Tavares Reclaim Infrastructure Project.

**STAFF RECOMMENDATION:**

Move to **Approve** the contract for Construction Management Services with Malcolm Pirnie in the amount of \$373,636.00 for Phase 1 of the Tavares Reclaim Infrastructure Project.

**FISCAL IMPACT:**

Funding Source: A \$1.1 million St Johns Water Management Grant along with a \$4.4 million SRF loan. Debt service for the loan portion is programmed to be paid for by the existing rate structure previously approved by City Council.

**LEGAL SUFFICIENCY:** It is Legally Sufficient

Work Authorization for  
BIDDING, CONSTRUCTION ADMINISTRATION, FUNDING SERVICES AND  
RESIDENT PROJECT REPRESENTATIVE  
FOR RECLAIMED WATER MAIN IMPROVEMENTS - PHASE 1

City of Tavares, Florida

This Work Authorization constitutes a Project Agreement under the terms of the Agreement for Continuing Engineering Services per RFQ 2008-0001, between the City of Tavares and Malcolm Pirnie, Inc. Malcolm Pirnie will perform the scope of work described herein to assist the City with Bidding, Construction Administration, Funding Administration, and Resident Project Representative for the Reclaimed Water Main Improvements - Phase 1.

### Project Background

The City is implementing improvements to its existing reclaimed water system, with the initial phase to include the construction of a reclaimed water transmission system network (Phase 1). The Phase 1 segment consists of approximately 33,000 linear feet of pipeline ranging from 6-inch to 24-inch diameter to connect residential developments to the Woodlea Road WRF. The Phase 1 project also includes construction of a 5.0 million gallon ground storage tank sized to accommodate future construction phases in addition to Phase 1.

The City requested to have the Malcolm Pirnie perform engineering services and support during the bidding and construction phase. The Scope of Services is defined below:

### SCOPE OF WORK

#### Task 1 - Bidding Assistance

- Engineer will attend and participate in the pre-bid conference, record and prepare written responses for issuance to the bidders.
- Distribution of the construction contract documents (drawings and specifications) and addenda to bidders or other interested parties will be the responsibility of the City. The Engineer will provide the City with three (3) full size and four (4) half size bid drawing sets, seven (7) sets of bid specifications and the full bid set in electronic PDF file format on a CD.
- The City will receive and respond to all bidder's request for information (RFI) during the bid period. The Engineer will only respond to those written RFI's on which the City is requesting assistance. The City will then

distribute the Engineer's response on these RFI's to all bidders through addenda.

- Engineer will prepare four (4) full size and six (6) half size (11" X 17") sets of the conformed contract drawings, ten (10) sets of specifications and two (2) CDs with the conformed contract documents for distribution by the City. The City will provide the contractor with two (2) full size and two (2) half size of conformed drawings and specifications and one (1) CD of the conformed contract documents in PDF format.
- Engineer will review and develop bid tabulation from the bid packages provided from the prospective bidders. The Engineer will review the bid packages and produce a letter of recommendation for award to the apparent lowest and responsive bidder to the City.

#### Task No. 2 - Construction Administration Services

- The City will be responsible for distribution of the conformed contract documents.
- Engineer will prepare the pre-construction meeting agenda and sign-in sheet and attend the preconstruction meeting. Engineer will prepare the pre-construction meeting minutes and distribute to City and Contractor.
- The Engineer will review and approve shop drawings and product submittals for conformance with the Contract Documents.
- For the purposes of this Scope of Services, it is assumed that the construction phase services will occur over a total period of 210 calendar days, or 180 calendar days from the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the City and the Contractor.
- Engineer will prepare for, attend, and conduct monthly construction progress meetings. Engineer will prepare and distribute minutes of meetings for review and comments.
- Engineer will perform a weekly site inspection for 5 months and a Resident Project Representative (RPR) will be present on site for 4 months.
- Review and prepare change orders and supporting documentation for changes to the scope of construction work.
- Provide technical assistance to the City during the construction period

as required.

- The City will review and approve all pay applications submitted by the contractor. Engineer will review with recommendation for payments.
- The Engineer will prepare record drawings based on survey information and other field measurements provided by the City and the Contractor. Two signed and sealed sets of the record drawings (22"x34") plus an electronic set in PDF file format and AutoCAD 2009 file format of the record drawings on a CD or DVD will be provided to the City.
- The Engineer will, in conjunction with other City representatives, conduct punch list and final inspections of the in-place work to determine if the work is substantially complete in accordance with the conformed contract documents. These inspections will form the basis for the Engineer's review and recommendation of payment on the Contractor's final pay request.
- At the completion of construction and at the direction of the City, the Engineer will prepare the certificate of completion to Florida Department of Environmental Protection (FDEP).
- O & M Manual operating protocol update.
- Prepare construction closeout documents and submit to the City with the final pay application.
- The final 100% survey of the construction area, excavation of burrows, relocation of tortoises and the submission of the relocation report to Fish and Wildlife Conservation Commission (FWC) will be performed by subcontractor under the supervision of Malcolm Pirnie's certified Gopher Tortoise Agent.

### Task 3 - Funding Support Customer Administrative Services

Malcolm Pirnie will perform the activities necessary to meet the requirements of FDEP, and specifically for SRF Loan funding, to include the following tasks:

- Review SRF Loan Amendments and provide guidance to execute
- Prepare and attend FDEP Site Visits
- Attend prebid meeting and review compliance requirements with FDEP
- Develop a schedule disbursement schedule
- Process and obtain necessary signatures on FDEP Disbursement Requests

- Identification of appropriate federal Department of Labor Wage Determinations
- Weekly Certified Payroll Coordination and Review
- Conduct Labor Interviews and coordinate appropriate steps with Prime Contractor on issues
- Prepare and provide guidance on DOL Additional Job Classifications for Wage Decision
- Provide Guidance regarding USEPA required forms
- Monthly submission of all appropriate reports to FDEP
- Review of Contractor's Pay Estimates and provide monthly overview to City. City will review and approve pay applications
- Review Stored Material logs and invoices
- Review and provide overview to City of MBE/WBE Utilization
- Coordinate FDEP bidding documentation with City
- Prepare Approval to Award Document to FDEP to obtain approval of the selected bidder
- Submit all executed contract documentation along with Bonds to FDEP for review and approval
- Review Change Orders and Submit to FDEP to include required documentation
- Prepare and maintain project records as necessary for subsequent audits
- Assist with Closeout Visit and Documentation
- Assist with Audit Management

#### Task 4 - Resident Project Representative (RPR)

Malcolm Pirnie will provide staff, anticipated to be 40 hours per week for 4 months of the duration of the project construction phase, to perform the following services:

- The RPR is Engineer's agent at the site and will act as directed by and under the supervision of Engineer. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- Serve as Engineer's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents. Assist Engineer in serving as Owner's liaison with contractor when contractor's operations affect Owner's on-site operations.

- Report to Engineer when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by Engineer.
- Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the work is in general proceeding in accordance with the contract documents. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof.
- Consult with Engineer in advance of scheduled major inspections, and tests of important phases of work. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to Engineer.
- Maintain at the job site orderly files for correspondence, contract documents including all work change directives, addenda, change orders, shop drawings, progress reports and other project related documents.
- Before Engineer issues a certificate of substantial completion, submit to contractor a final list of observed items requiring completion or correction. Observe whether Contractor has had performed inspections required by Laws and Regulations applicable to the work.

### Schedule

Malcolm Pirnie will perform these activities through the completion of construction, estimated to be a period of 12 months with bidding.

### Fee

Malcolm Pirnie will perform the scope of work described above for a fee not-to-exceed \$373,636.00. Compensation will be paid monthly, with invoices based on actual labor and expenses incurred.

Execution

This Work Authorization for BIDDING, CONSTRUCTION ADMINISTRATION, FUNDING SERVICES AND RESIDENT PROJECT REPRESENTATIVE FOR RECLAIMED WATER MAIN IMPROVEMENTS - PHASE 1 shall be executed upon signed approval and acceptance below:

APPROVED BY:

CITY OF TAVARES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ACCEPTED BY:

MALCOLM PIRNIE, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

CITY OF TAVARES  
 RECLAIMED WATER MAIN IMPROVEMENTS - PHASE I  
 BIDDING, CONSTRUCTION ADMINISTRATION, FUNDING SERVICES AND RESIDENT PROJECT REPRESENTATIVE  
 Engineering Services Fee Estimate

Task No.	Task Description	Senior Associate	Senior Funding Technician	Senior Project Engineer	Senior Project Scientist	RPR	Project Design Engineer	Senior Technician / CADD	Funding Technician	Clerical	Total hrs	Total Labor	Expenses (Attachment B)	Total Labor Plus Expenses
		\$200.00	\$200.00	\$148.00	\$148.00	\$130.00	\$124.00	\$120.00	\$82.00	\$82.00				
<b>1.0</b>	<b>Bidding Assistance</b>	12	15	90	8	0	92	40	0	24	282	\$37,898.00	\$1,209.00	\$39,107.00
1.1	Pre-Bid Meeting and Preparation of Minutes of Meetings	8	8	16	4		16		0	4		\$29.70		
1.2	Preparation and Submittal of Bid Documents			2			4	8		4		\$474.60		
1.3	Bid Opening			8			8					\$26.70		
1.4	Bid Review and Recommendation			8			16							
1.5	Assistance to City with Bidders RFI		4	40	4		24	8		8		\$678.00		
1.6	Conformed Document Preparation			16			24	24		8				
<b>2.0</b>	<b>Construction Administration Services</b>	20	0	560	44	0	280	48	0	66	1018	\$138,568.00	\$4,144.20	\$142,712.20
2.1	Preconstruction Meeting and Preparation of Minutes of Meetings	8		16			16			4		\$29.70		
2.2	Shop Drawing and Data Review			120	8		32			8				
2.3	Review and Respond RFI/Technical Assistance	8		80	8		40			24			\$400.50	
2.4	Monthly Construction Progress Meetings and Preparation of Minutes of Meetings			152										
2.5	Progress Site Inspections (one day a week for 20 weeks)			80			80			8				
2.6	Preparation and Coordination of Pay Applications and Change Orders	4		48			40			16		\$3,600.00		
2.7	Gopher Tortoise Exclusion Relocation			16	20		24	40		1		\$30.60		
2.8	Preparation of Record Drawings			16			8	2		1		\$15.00		
2.9	Preparation of FDEP Notification of Completion			8			8	2		2		\$53.40		
2.10	Subnal Written Certification of Compliance to FDEP			4			8	2		1		\$15.00		
2.11	Substantial and Final Completion (doneout, punch list)			32	8		24			2		\$53.40		
2.13	Construction Closeout Documents			4			8	4		2				
<b>3.0</b>	<b>Funding Support Customer Administrative Services</b>	0	60	0	0	0	0	0	680	0	720	\$66,120.00	\$2,306.88	\$68,426.88
	See Attachment A		60						660		720	\$93,600.00	\$0.00	\$93,600.00
4.0	Resident Project Representative	0	0	0	0	720	0	0	0	0	720	\$93,600.00	\$0.00	\$93,600.00
4.1	RPR - 40 hrs per week for 18 weeks					720					720	\$336,186.00	\$7,660.08	\$343,846.08
		32	76	650	52	720	372	88	660	90	2740	\$336,186.00	\$7,660.08	\$343,846.08
	<b>Subconsultants</b>	0	0	0	0	0	0	0	0	0	0	\$29,790.00	\$0.00	\$29,790.00
	Subconsultant (Gopher Tortoise Relocation)											\$29,790.00		\$29,790.00
	<b>TOTAL (Task Nos. 1-4 and subconsultants)</b>											\$365,976.00	\$7,660.08	\$373,636.00

Attachment A

Standard SRF FY10 (9 Months of Construction) Construction Project - City of Tavares - Reclaimed Phase 1

	# of Item	Hour per	TTL
Amendments (review, process, follow-up)	2	2	4
Funding Agency Visits (1 per year) (prep visit, post follow-up)	2	24	48
Biddable Plans & Specs (review, process, Agency Approval)	1	6	6
Prebid Meeting (prep and attend)	1	16	16
Bid Opening (review)	1	4	4
Bid Doc Submittal (Checklist, follow-up to rec docs, binder submittal)	1	24	24
Agency Approval (verify approval, process)	1	4	4
Executed Contract Docs/Bonds (follow up to rec docs, certification process, submit)	1	4	4
Notice to Proceed/Award (follow up to receive docs, process, submit)	1	2	2
Preconstruction Meeting (prep with community, prep for meeting, Davis-Bacon Meeting)	1	24	24
Construction Meetings (prep and attend construction meeting)	9	8	72
Pay Estimates (review, process, provide overview to community)	9	4	36
MBE/WBE (review, check payments to subs, provide monthly log to community)	9	0.5	4.5
Stored Materials (review log, check invoices, paid invoices)	9	1	9
Change Orders/Agency approval (review, update worksheet, submit to agency, follow-up on approval)	4	2	8
Construction Schedule (review, request more info if needed)	9	1	9
Excluded Parties Review (1 prime - 8 subs)	9	1	9
Construction Closeout Docs (closeout checklist, follow up on all required docs, binder, submit)	1	32	32
Engineer/Vendor Agreements/Amendments (review, submit, follow up on approval)	1	4	4
Engineer/Vendor Invo's (review, process, provide overview to community)	10	2	20
Engineer Cert of Completion (follow up on type of certification, submit)	1	2	2
Disbursement Request (process, submit for Eng community signature, submit, follow-up on payment)	10	6	60
Community Accounts review (review Funding accounts on a quarterly basis)	4	2	8
Funding Agency / Community Funding Coordination (2 hours a month)	1	18	18
Audit / Annual (File Audit - MP/Community, provide docs to auditor, Q&A, Review Annual Cents and process and submit)	1	12	12
Audit / Single (File Audit - MP/Community, provide request docs to auditor, Q&A)	1	24	24
Budget Updates (provide updates to community current funding availability quarterly)	2	2	4
<b>ARRA</b>			
Davis-Bacon (1 prime / 10 subcontractors) (36 weeks X avg 5 payrolls a week = 180 x 1 = 180 hours)	180	1	180
Davis-Bacon (SF1444 X 4)	4	3	12
Labor Interviews (conduct interviews at project site, process interview forms, check against payroll)	9	6	54
			246

713.50

Personal Car Mileage = 288 miles round-trip from SAR-Tavares  
 2 Trips per month x 288 = 5,184 miles

Attachment B

Task No	Task Description	Mileage	Mileage Cost	Copies	Copies	Copies	Copies	Copies	Copies	Mail / FedEx	Mail / FedEx	Total
		Miles	(\$0.445 / Mile)	(8.5 x 11 pages)	(\$0.15 / page)	(11 x 17 pages)	(\$0.30 / page)	(34 x 22 pages)	(\$0.72 / page)	(packages)	(\$15.00 / package)	
<b>1.0 Bidding Assistance</b>			<b>\$53.40</b>		<b>\$895.50</b>		<b>\$153.00</b>		<b>\$107.10</b>			<b>\$1,209.00</b>
1.1 Pre-Bid Meeting		60	\$26.70	20	\$3.00		\$0.00		\$0.00			\$29.70
1.2 Bid Documents			\$0.00	2450	\$367.50	204	\$61.20	153	\$45.90			\$474.60
1.3 Bid Opening		60	\$26.70		\$0.00		\$0.00		\$0.00			\$26.70
1.6 Conformed Documents			\$0.00	3500	\$525.00	306	\$91.80	204	\$61.20			\$678.00
<b>2.0 Construction Administration Services</b>			<b>\$480.60</b>		<b>\$3.00</b>		<b>\$0.00</b>		<b>\$30.60</b>		<b>\$30.00</b>	<b>\$4,144.20</b>
2.1 Preconstruction Meeting		60	\$26.70	20	\$3.00		\$0.00		\$0.00			\$29.70
2.4 Monthly Construction Meetings		900	\$400.50									\$400.50
2.6 Gopher Tortoise Relocation			\$0.00		\$0.00		\$0.00	102	\$30.60			\$30.60
2.7 Preparation of Record Drawings			\$0.00		\$0.00		\$0.00		\$0.00			\$15.00
2.8 Preparation of FDEP Notification of Completion			\$0.00		\$0.00		\$0.00		\$0.00	1		\$15.00
2.9 Submit Written Certification of Compliance to FDEP			\$0.00		\$0.00		\$0.00		\$0.00			\$15.00
3.0 Site visit for Substantial and Final Completion		120	\$53.40		\$0.00		\$0.00		\$0.00			\$53.40
<b>3.0 Funding Support Customer Administrative Services</b>			<b>\$2,306.88</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$2,306.88</b>
	Mileage (18 trips total with 288 miles round trip)	5184	\$2,306.88		\$0.00		\$0.00		\$0.00			\$2,306.88
<b>GRAND TOTAL (Tasks 1.0 through 3.0)</b>												<b>\$7,660.08</b>

Note :

Task 1.1

60 miles round trip from Malcolm Pirnie Mailand Office to City of Tavares

Task 1.2

3 full size and 4 half size bid drawing sets

7 sets of specifications

There are 51 pages in each drawing set.  
There are approx 350 pages in each spec book

Task 1.5

4 full size and 6 half size conformed set of drawings

10 sets of conformed specifications

There are 51 pages in each drawing set.  
There are approx 350 pages in each spec book

Task 2.1

60 miles round trip from Malcolm Pirnie Mailand Office to City of Tavares

180 miles round trip from Malcolm Pirnie Tampa Office to City of Tavares

Task 2.4

60 miles round trip from Malcolm Pirnie Mailand Office to City of Tavares (60 milesx9 months=540 miles total)

180 miles round trip from Malcolm Pirnie Tampa Office to City of Tavares (180 milesx2 times for Aubrey to join=360 miles total)

Total=540+360=900 miles

Task 2.6

3 days of Excavation (\$1,100 for each day)

\$3,600

Task 2.7

2 signed and sealed sets of record drawings (34"x22")

Task 3.0

60 miles round trip from Malcolm Pirnie Mailand Office to City of Tavares

two (2) site visits for substantial and final completion

Funding

288 miles round trip from Malcolm Pirnie Sarasota Office to City of Tavares

2 trips per month (2x9 months= 18 trips total)

5,184 miles

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO. 9**

**SUBJECT TITLE: Discussion on Expansion of Wooton Park (Time Certain 5:00 p.m.)**

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**OBJECTIVE:**

To discuss the recent bond referendum to expand Wooton Park.

**SUMMARY:**

Councilmember Lori Pfister has requested an opportunity to discuss the recent bond referendum to expand Wooton Park. Attached are the voting results of that referendum.

**OPTIONS:**

- 1) Discuss the bond referendum to expand Wooton Park
- 2) Do not discuss this issue

**STAFF RECOMMENDATION:**

That Council discuss the recent bond referendum to expand Wooton Park.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

Legally sufficient.

**Bond Referendum - Wootton Park Expansion**  
**November 2, 2010 Election Stats**

Precinct	Area	Votes Cast	For	%	Against	%	Undervotes	Voted Early
19	El Red	722	337	46.60%	385	53.32%	30	422
34	Palm Gardens	17	9	52.94%	8	47.06%	0	7
39	Tavares Mobile Homes	761	358	47.04%	403	52.96%	36	476
42	Fox Run	825	409	49.50%	416	50.42%	27	411
48	Lake Francis	1148	543	47.30%	605	52.70%	63	591
55	Scattered Residential	338	150	44.38%	188	55.62%	18	151
69	Imperial Terrace	263	131	49.81%	132	50.19%	10	102
99	Royal Harbor	971	391	40.27%	580	59.73%	24	313
<b>Informal totals</b>		<b>5045</b>	<b>2328</b>	<b>46.14%</b>	<b>2717</b>	<b>53.86%</b>	<b>208</b>	<b>2473</b>

**Note:**

389 vote difference  
 Won in precinct #34  
 208 chose not to vote on this issue or didn't go to the back of the ballot  
 49% voted before election day via absentee or early voting.  
 Of those early votes:  
     43.5% for / 56% against  
     Won in precincts #34 and #42  
     Tied 50% - 50% in precinct #69

**Definitions:**

*Voted Early* - The combined total of Absentee (or mail-in) Ballots and Early Voting  
*Undervote* - The voter did not cast a vote on this particular issue

Charter Amendment - 4-Year Council Terms  
November 2, 2010 Election Stats

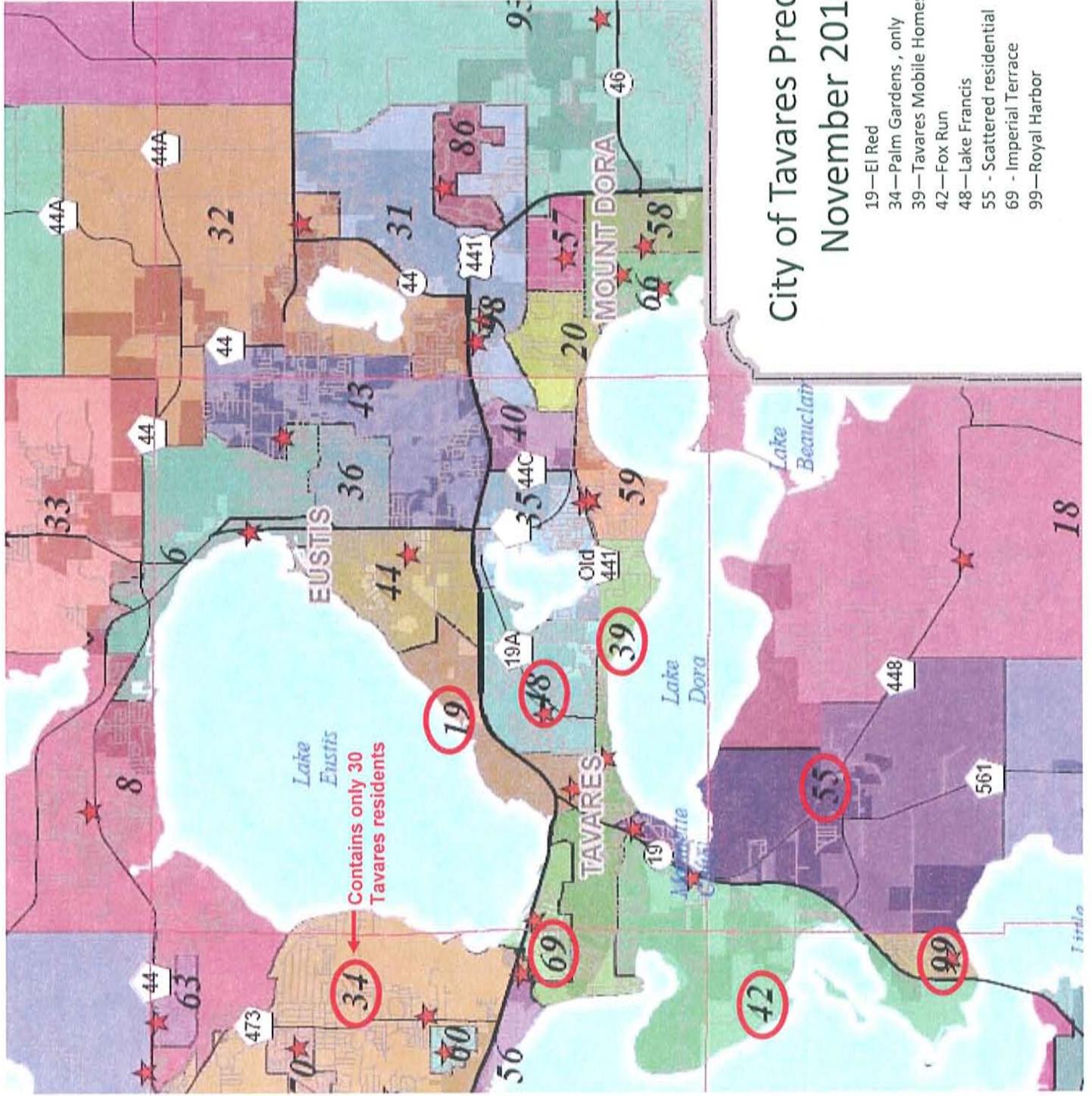
Precinct	Area	Votes Cast	For	%	Against	%	Undervotes	Voted Early
19	El Red	717	251	35.01%	466	64.99%	36	420
34	Palm Gardens	17	3	17.65%	14	82.35%	0	7
39	Tavares Mobile Homes	716	260	36.31%	456	63.69%	81	450
42	Fox Run	806	310	38.46%	496	61.54%	46	400
48	Lake Francis	1121	415	37.02%	706	62.98%	90	582
55	Scattered Residential	328	94	28.66%	234	71.34%	28	149
69	Imperial Terrace	249	109	43.78%	140	56.22%	24	102
99	Royal Harbor	947	406	42.87%	541	57.13%	48	309
<b>Informal totals</b>		<b>4901</b>	<b>1848</b>	<b>37.71%</b>	<b>3053</b>	<b>62.29%</b>	<b>353</b>	<b>2419</b>

**Note:**

1205 vote difference  
 353 chose not to vote on this issue or didn't go to the back of the ballot  
 49% voted before election day via absentee or early voting.  
 Of those early votes:  
     38% for / 62% against

**Definitions:**

*Voted Early* - The combined total of Absentee (or mail-in) Ballots and Early Voting  
*Undervote* - The voter did not cast a vote on this particular issue



## City of Tavares Precincts November 2010

- 19—El Red
- 34—Palm Gardens , only
- 39—Tavares Mobile Homes
- 42—Fox Run
- 48—Lake Francis
- 55 - Scattered residential
- 69 - Imperial Terrace
- 99—Royal Harbor

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**AGENDA SUMMARY**  
**TAVARES CITY COUNCIL**  
**DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO. 10**

**SUBJECT TITLE: Update on County Wide Fire Service joint meeting with Cities**

---

**OBJECTIVE:** To update the Council on the County Wide Fire Service joint meeting with cities held December 7, 2010.

**SUMMARY:** The County held its joint City/County Fire Service meeting on December 7<sup>th</sup> in Leesburg to explore the level of interest Lake County and Lake County Cities have on exploring the issue of Fire Service as it is provided by the County and Cities. Council Member Lori Pfister, City Administrator John Drury, Fire Chief Richard Keith and several Tavares Fire Fighters attended along with all the County Commissioners, many elected County wide city officials and public safety employees throughout the County.

Commissioner Cadwell chaired the joint meeting. Only elected officials we permitted to speak. The meeting lasted an hour. Commissioners and city elected officials voiced their opinions on the subject matter. An opportunity is provided for Council Member Lori Pfister and Staff to update the Council on the “take-a-ways” from the meeting.

The Commissioners focused on reducing redundancies, improving efficiencies and the amount of time it takes to respond. On several occasions they said that this is not about consolidation. They then requested that each city find out if their respective councils are interested in exploring this subject matter further.

**STAFF RECOMMENDATION:** That Council Member Lori Pfister and Staff update the Board on the Take-A-Ways from the meeting and that if the Board chooses to participate in further discussions with the County and the other Lake County Cities, that the Council appoint a City Council member to attend future joint meetings and that the City Administrator appoint a staff member to provide technical support as needed for that Council member for those meetings and that both appointed members report back to Council and City Administrator after each meeting to receive direction on the Councils position on issues as they surface.

**FISCAL IMPACT:** None

**LEGAL SUFFICIENCY:** It is Legally Sufficient

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: MAY 5, 2010**

**AGENDA TAB NO: 11**

**SUBJECT TITLE: Gateway/Bus Barn Agreement with County and School board**

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**OBJECTIVE:**

To obtain approval to develop an interlocal governmental agreement with Lake County and the School Board that calls for the joint acquisition of the School Board's Bus Barn Property by Lake County and the City at fair market valuation consistent with appraisals in exchange for land, cash and rights of way.

**SUMMARY:**

The City created a Gateway/Bus Barn Horizon Project Team (Mayor Wolfe, City Administrator John Drury and City Attorney Bob Williams) to work with the School Board to acquire the School Board's Fleet Maintenance and Building Maintenance (Bus Barn) facilities located at the entranceway to the city on Alfred Street. A map of the site is attached; the School Board four of the five parcels; Lake County owns the parcel marked Parcel 1 on the map. The City desires to acquire Parcels 1, 4 and 5 for its future public safety building and the County desires to acquire Parcels 2 and 3 for additional office buildings and additional land adjacent to its Judicial Center. The goal of the joint negotiations was to acquire this property in exchange for a 21 acre parcel of surplus property off of Woodlea Road owned by the City, plus some money. The Horizon Project Team has met with the School Board and County over the past two years to explore and move this initiative forward.

During this time, a host of activity has occurred, including:

- appraisals on the bus barn properties and the City's Woodlea site;
- Level I and II environmental assessments of the bus barn site;
- title research;
- the Alfred Street design/construction project ;
- the County's decision to construct its EOC at the Judicial Center site;
- the City's receipt of \$500,000 in grant funding for its Public Safety Complex to move forward.

Through this multi-year and multi governmental jurisdictional negotiations process, the following salient points have been negotiated and the Horizon Project Team seeks approval from Council to solidify these points into a binding

agreement to be brought back to Council at a future Council meeting for final approval as follows:

Based on the appraisals the parties have tentatively agreed to an exchange of the Woodlea property for the Bus Barn, plus \$750,000, which is at or below the appraised value of the Bus Barn site. The City and County propose (through cash, land exchange and ROW easements) to pay that amount to School Board as follows:

1. City will transfer title to the 21 acre Woodlea property for a future elementary school site. The appraised value of that site is \$1,270,000.
2. In addition, the City will provide ingress/egress easements to the 21 acre Woodlea property over additional property that the City owns immediately west of the site.
3. As part of its School Board will conduct an environmental assessment on the Woodlea property. The City and County have already performed a Level I and II environmental assessment on the bus barn property and found it to be acceptable.
4. School Board will transfer title to bus barn to City and County (City and County shall have separate agreement splitting out property between themselves. (See exhibit A)
5. The School Board will have the right to remain on the Bus Barn property for one (1) year as they transition their fleet maintenance to a new and more central location. At the end of that time, the School Board has agree to demolish and clear all structures from the city portion of the bus barn property for \$100,000. The County will use the buildings on their portion of the bus barn property. The City will have the option to do its own demolition of the property as part of the eventual construction.
6. School Board will receive \$750,000 for the transfer of bus barn property from the County and the City. The apportionment of these funds is still being discussed, but we anticipate that approximately \$450,00.000 will come from County and approximately \$300,000 will come from the City)
7. As part of the consideration, the School Board will transfer to the County various properties in Leesburg and Fruitland Park that are needed by the County for right of way issues. As a result, County funds that were earmarked for right of way acquisition can be used to fund this purchase.
8. Final transfer of property is all subject to the School Board acquiring a bus barn replacement property in central Lake County. The School Board has a pending contract for that replacement property.

The \$300,000 City cash contribution would need to come from reserves and the \$100,000 demolition would be incorporated into the Public Safety Complex budget. At this time the city has a \$500,000 Federal Grant to move forward with the design of the Public Safety Complex and the engineers are making application for additional grants to complete the design and construction which

would include this \$100,000 demolition cost. If the city is unable to secure the additional funding within a year for the Public Safety Complex then demolition would not occur until the funding is secured.

**STAFF RECOMMENDATION:** That Council move to authorize the Horizon Project Team to finalize negotiations with the County and School Board in the form of an interlocal government agreement incorporating the salient points identified above and to bring back that agreement to Council at a future Council meeting.

**FISCAL IMPACT:**

Un-appropriated Infrastructure Fund reserves are currently at \$462,017. This action would reduce reserves by \$300,000 down to \$162,017. The Infrastructure Sales Tax Fund is not an operating fund, and thus does not fit the criteria set forth by the GFOA which recommends of a 5% - 20% reserve balance with small cities at the higher range and larger cities at the lower range

**LEGAL CONSIDERATIONS:** Legally Sufficient



#	Alt Key	Owner	Parcel Address	Owner Address	Tools
1	<a href="#">1277612</a>	LAKE COUNTY BCC ATTN COUNTY ATTORNEY	TAVARES FL 32778	315 W MAIN ST TAVARES, FL 32778	<a href="#">Zoom In</a>
2	<a href="#">1277663</a>	SCHOOL BOARD OF LAKE COUNTY	TAVARES FL 32778	201 W BURLEIGH BLVD TAVARES, FL 32778	<a href="#">Zoom In</a>
3	<a href="#">1822807</a>	SCHOOL BOARD OF LAKE COUNTY	TAVARES FL 32778	201 W BURLEIGH BLVD TAVARES, FL 32778	<a href="#">Zoom In</a>
4	<a href="#">1277523</a>	SCHOOL BOARD OF LAKE COUNTY	TAVARES FL 32778	201 W BURLEIGH BLVD TAVARES, FL 32778	<a href="#">Zoom In</a>
5	<a href="#">1277582</a>	SCHOOL BOARD OF LAKE COUNTY	TAVARES FL 32778	201 W BURLEIGH BLVD TAVARES, FL 32778	<a href="#">Zoom In</a>

Please wait for the map to fully load before printing. [Print page](#)

<u>Parcel</u>	<u>Alt Key</u>	<u>Owner</u>	<u>Tax Id #</u>	<u>Apprx Sq Ft</u>
1	1277612	Lake Co.	29-19-26-0100-000-00003	16,500
2	1277663	School Board	29-19-26-0100-000-00016	14,040
3	1822807	School Board	29-19-26-0100-047-00000	36,400
4	1277523	School Board	29-19-26-0100-048-00A00	39,000
5	1277582	School Board	29-19-26-0100-000-00001	41,400



**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: December 15, 2010**

**AGENDA TAB NO. 12**

**SUBJECT TITLE: Update on Water Tower Painting**

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**OBJECTIVE:**

The Utility Director will provide an update on the water tower painting project.

**SUMMARY:**

N/A

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
December 15, 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 – January 5, 2011
- Chamber of Commerce Holiday Open House – 5:30 to 8 p.m. – December 16, 2010
- Fire Pension Board – December 17, 2010 – 3:30 p.m.
- Lake Sumter MPO – Board Meeting – January 26, 2011 – 4 p.m. – Magnolia Room – Lake Sumter Community College
- Library Board – January 14, 2011– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board – No meeting in December
- Police Pension Board – December 17, 2010 – 1:30 p.m.

**HOLIDAY CLOSING DATES**

December 23 and 24

December 30 and 31

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
December 15, 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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