

**AGENDA  
TAVARES CITY COUNCIL**

**November 16, 2011  
4:00 P.M.**

**TAVARES CITY HALL COUNCIL CHAMBERS**

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

<b>I INVOCATION AND PLEDGE OF ALLEGIANCE</b>	<b>Pastor Richard Fountain First Baptist Church of Tavares</b>
<b>II. CALL TO ORDER</b>	<b>Mayor Wolfe</b>
<b>III. SINE DIE</b>	<b>Mayor Wolfe</b>
<b>III. CALL TO ORDER</b>	<b>John Drury</b>
<b>IV. PROCLAMATION OF ELECTION RESULTS</b>	
<b>Tab 1) Proclamation of Election Results</b>	<b>Nancy Barnett</b>
<b>V. SWEARING IN OF NEW COUNCILMEMBERS</b>	<b>Chief Lubins</b>
<b>VI. CONVENING OF NEW COUNCIL</b>	<b>John Drury</b>
<b>VII. ELECTION OF MAYOR</b>	<b>John Drury</b>
<b>Tab 2) Election of Mayor</b>	
<b>VIII. ELECTION OF VICE MAYOR</b>	<b>Mayor</b>
<b>Tab 3) Election of Vice Mayor</b>	
<b>IX. APPROVAL OF AGENDA</b>	<b>Mayor</b>
<b>X. APPROVAL OF MINUTES</b>	<b>Mayor</b>
<b>Tab 4) October 5, 2011 (October 19, 2011 deferred)</b>	

**XI. DESIGNATION OF BANK FOR OFFICIAL DEPOSITORY**

Tab 5) Designation of Bank (Temporary) Lori Houghton

**XII. DESIGNATION OF THOSE AUTHORIZED TO SIGN CHECKS**

Tab 6) Designation of those Authorized to Sign Checks Lori Houghton

**XIII. SUNSHINE LAW/ETHICS PRESENTATION**

Attorney Williams

**XIV. PROCLAMATIONS/PRESENTATIONS**

Tab 7) Presentation to Corey Mathis, Geographic Systems Analyst - Florida Cadastralist of the Year Mayor

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

XVI. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD Nancy Barnett

XVII. CONSENT AGENDA

Tab 8) Approval of to Host Bass Pro Shop Crappie Masters 2012 Tournament Bill Neron

Tab 9) Approval of Bass Masters Open Event Bill Neron

Tab 10) Approval of Contract to Clean Tank at Wastewater Facility Brad Hayes

Tab 11) Approval of Edward Byrne Memorial Justice Grant for Police Reserve Program Equipment Stoney Lubins

XVIII. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

First Reading

Tab 12) Ordinance #2011- 13 – Permit Fee Exemption for ADA Modifications Jacques Skutt

Second Reading

None

RESOLUTIONS

Tab 13) Resolution #2011- 23 - Final Amendment to Fiscal Year 2011 Budget Lori Houghton

Tab 14) Resolution #2011- 27 - Referendum for Expansion of Wooton Park Attorney Williams

XIX. GENERAL GOVERNMENT

Tab 15) Approval of Contract for Sale & Purchase of Land for Wooton Park Expansion Attorney Williams

Tab 16) Public Information Program Budget for Special Election Joyce Ross

Tab 17) Approval of Purchase of Sanitation Truck Lori Houghton

Tab 18) Approval of Purchase of Streetsweeper Lori Houghton

Tab 19) Policy on Bottled Water Program Lori Houghton

Tab 20) Discussion on Extension of Impact Fee Waiver Program Bill Neron

Tab 21) Vote on Public School to Receive Donation from Educational Foundation of Lake County Mayor

Tab 22) Project Status Update John Drury

XX. OLD BUSINESS

XXI. NEW BUSINESS

XXII. AUDIENCE TO BE HEARD

XXIII. REPORTS

Tab 23) City Administrator John Drury

Tab 24) 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.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 16, 2011**

**AGENDA TAB NO. 1**

**SUBJECT TITLE: Proclamation of Election Results**

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**OBJECTIVE:**

The City Clerk will announce the results of the 2011 election.

**SUMMARY:**

Section 2-168 of the Code of Ordinances states that when the canvass of the election has been completed, the results of the election shall be publicly proclaimed.

Attached is a copy of a letter from the City Clerk confirming that the following candidates were elected without opposition for the term 2011-2013:

Kirby Smith  
Sandy Gamble

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

Legally sufficient.

August 15, 2011

Emogene W. Stegall  
Lake County Supervisor of Elections  
P. O. Drawer 457  
Tavares, FL 32778

**RE: Tavares November 8, 2011 City Election – Qualified Candidates**

Dear Mrs. Stegall:

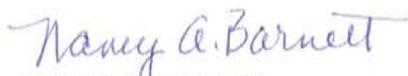
Below is a list of the city councilmember candidates who have qualified for the upcoming City of Tavares election November 8, 2011. These individuals are all incumbents and since there was no opposition, the City will not be placing any names on the ballot and the candidates will be considered to be elected without opposition for FY 2011-2013.

Sandy Gamble

Kirby Smith

Please call me if you need further information at 253.4546. Thank you for your assistance.

Sincerely,

  
Nancy A. Barnett  
City Clerk

C: John Drury, City Administrator  
Robert Q. Williams, City Attorney  
Joyce Ross, Public Information Director

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 16, 2011**

**AGENDA TAB NO. 2**

**SUBJECT TITLE: Election of Mayor**

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**OBJECTIVE:**

To elect the position of Mayor of City Council

**Note: Councilmember Smith has submitted a letter to Council requesting that the election of Mayor and Vice Mayor be deferred to the December 7, 2011 Council Meeting. (Letter is attached).**

**SUMMARY OF PROCEDURE:**

Section 3.04 of the City Charter states that "The council shall elect from its members, a mayor and vice mayor" and "the city administrator shall conduct the election of the mayor". The Council has traditionally followed Roberts Rules of Order when conducting meeting and elections.

Base on the Roberts Rules of Order process, the City Administrator will open up the floor for nominations of Mayor. Council members will be invited to nominate any council member including themselves. No second is required for a nomination. Once nominations have been completed the City Administrator will close nominations.

The City Administrator will then offer an opportunity for any council member who wishes to speak to make comment at this time. As the Charter specifically calls for the City Council and not the public to conduct this organizational order of business, the City Administrator does not plan on opening this issue up to public debate and discussion but rather leave that to Council.

Upon completion of Council comment and discussion, The Administrator will request a hand vote (raising of the right arm) for each nominee based on the order in which they were received at time of nomination until three or more votes are made for a nominee.

**OPTIONS:**

- 1) Move to defer the election of Mayor to the December 7, 2011 Council Meeting as requested by Councilmember Smith.

- 2) Have the City Administrator entertain nominations for Mayor and call for the vote in the order in which they are made
- 3) Make a motion for another method of nominations

**STAFF RECOMMENDATION:** N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

This has met legal sufficiency.



City Council Members  
Tavares, Florida 32778

DATE: November 7, 2011

RE: November 16, 2011 upcoming Council Meeting

Dear Council,

I have just been informed by my employer that I must attend a meeting in Tallahassee on November 16, 2011 and therefore will not be able to attend our next City Council meeting on that same date. I know that the agenda will call for an election of Mayor and Vice Mayor at this November 16<sup>th</sup> Council meeting. I respectfully request that you table those two items until the next regularly scheduled Council meeting on December 7<sup>th</sup> when we would have a full Council. Thank you for your consideration of this request.

Sincerely;

A handwritten signature in black ink, appearing to read "Kirby Smith", written over a horizontal line.

Kirby Smith, Council Member

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 17, 2010**

**AGENDA TAB NO. 3  
SUBJECT TITLE: Election of Vice Mayor**

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**OBJECTIVE:**

To elect the position of Vice Mayor of City Council

**Note: Councilmember Smith has submitted a letter to Council requesting that the election of Mayor and Vice Mayor be deferred to the December 7, 2011 Council Meeting. (Letter provided with Tab 2).**

**SUMMARY:**

Section 3.04 of the City Charter states that "The council shall elect from its members, a mayor and vice mayor". The Council has traditionally followed Roberts Rules of Order when conducting meeting and elections.

Base on the Roberts Rules of Order process, the Mayor should open up the floor for nominations of Vice Mayor. Council members should be invited to nominate any council member including themselves. No second is required for a nomination. Once nominations have been completed the Mayor should close nominations.

The Mayor should then offer an opportunity for any council member who wishes to speak to make comment at this time. As the Charter specifically calls for the City Council and not the public to conduct this organizational order of business, the Mayor does not need to open this issue up to public debate and discussion but rather can leave that to Council.

Upon completion of Council comment and discussion, The Mayor should request a hand vote (raising of the right arm) for each nominee based on the order in which they were received at time of nomination until three or more votes are made for a nominee.

**OPTIONS:**

- 1) Move to defer the election of the Vice Mayor to the December 7, 2011 City Council Meeting as requested by Councilmember Smith.

- 2) Have the Mayor entertain nominations for Vice Mayor and call for the vote in the order in which they are made
- 3) Make a motion for another method of nominations

**STAFF RECOMMENDATION:** N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

This has met legal sufficiency.

CITY OF TAVARES  
MINUTES OF REGULAR COUNCIL MEETING  
OCTOBER 5, 2011  
CITY COUNCIL CHAMBERS  
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

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

STAFF PRESENT

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

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Carlos Colon, Chaplain, Fire Department, gave the invocation and those present recited the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mayor Wolfe asked if there were changes to the agenda. Mr. Drury said that under Proclamations staff would like to add Agenda item 1A, Proclamation to Commemorate the 100<sup>th</sup> Year Anniversary of Taiwan.

Mayor Wolfe said that Councilmember Gamble had requested to move Tab 12 [Todd Way] to be before Tab 9 due to his need to leave the meeting by 6 pm.

MOTION

1  
2 Kirby Smith moved to approve the agenda with changes as noted, seconded by Bob  
3 Grenier. The motion carried unanimously 5-0.

4  
5 **IV. APPROVAL OF MINUTES**

6  
7 **MOTION**

8  
9 Bob Grenier moved to approve the minutes of September 7, 2011 and September 21, 2011  
10 as submitted, seconded by Kirby Smith. The motion carried unanimously 5-0.

11  
12 **V. PROCLAMATIONS/PRESENTATIONS**

13  
14 **Tab 1A – Proclamation in Commemoration of the 100<sup>th</sup> Anniversary of Taiwan**

15  
16 Mayor Wolfe read a proclamation in commemoration of the 100<sup>th</sup> Anniversary of Taiwan as  
17 follows. He noted that he had been invited to attend this celebration and would be taking this  
18 proclamation to Miami to their Consulate General.

19  
20 **COMMEMORATING THE CENTENNIAL CELEBRATION OF**  
21 **FOUNDING OF THE REPUBLIC OF CHINA (TAIWAN)**

22  
23 **WHEREAS**, On October 10, 2011, proud Floridians of Chinese descent will join their fellow  
24 descendants across the country and around the world in celebrating the 100th anniversary of the  
25 Republic of China (Taiwan); and

26  
27 **WHEREAS**, in commemorating this milestone in world history, celebrants honor not only a  
28 common Chinese heritage, but also their dedication to freedom, and;

29  
30 **WHEREAS**, The City of Tavares and the Republic of China (Taiwan) have in common the  
31 commitment to free markets, democracy, and civil liberty, and the desire to expand cooperation  
32 and mutual understanding through the Sister City program; now, therefore,

33  
34 **PROCLAIMED**, That the City of Tavares does join with the citizens of the Republic of China  
35 (Taiwan) and Floridians of Chinese descent to recognize this most special occasion of the  
36 Centennial Celebration of the Republic of China (Taiwan).

37  
38 **PASSED AND DULY ADOPTED** in regular session this 5th day of October, 2011

39  
40 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

41  
42 Attorney Williams noted there were no quasi-judicial items on the agenda. He noted that Tab 4,  
43 the David Weis Rezoning, would be heard for public comment in two weeks.

44  
45 Attorney Williams stated he would need to leave at 5:00 due to a personal conflict and Ms. Frye  
46 would be in attendance for him He said he wished to comment that Tab 9 represents a voting

1 conflict of interest for Councilmember Smith because his employer is one of the bidders on that  
2 contract.

3  
4 **VII. CONSENT AGENDA**

5  
6 Mayor Wolfe asked if anyone in the audience had objections to the items on the Consent Agenda.  
7

8 **MOTION**

9  
10 Kirby Smith moved to approve the Consent Agenda [Agreement with Lake Emergency  
11 Management Services for Dispatch Services], seconded by Sandy Gamble. The motion  
12 carried unanimously 5-0.  
13

14 **VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

15  
16 Ms. Barnett read the following ordinances and resolution by title only:  
17

18 **ORDINANCE 2011-07**

19  
20 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE  
21 TAVARES COMPREHENSIVE PLAN BY AMENDING THE TRANSPORTATION  
22 ELEMENT, THE CAPITAL IMPROVEMENT ELEMENT, THE CONCURRENCY  
23 MANAGEMENT SUB-ELEMENT, AND THE INTERGOVERNMENT  
24 COORDINATION ELEMENT AND BY REMOVING THE PUBLIC SCHOOLS  
25 FACILITY ELEMENT, PROVIDING FOR SEVERABILITY AND CONFLICTS;  
26 PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE  
27 DATE.

28 **ORDINANCE 2011-09**

29  
30 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING  
31 APPROXIMATELY 9.7 ACRES LOCATED ON THE WEST SIDE OF BANNING  
32 BEACH ROAD, NORTH OF EAST DELAWARE STREET AND SOUTH OF  
33 RESERVE DRIVE FROM RSF-1 (RESIDENTIAL SINGLE FAMILY) TO PD  
34 (PLANNED DEVELOPMENT); SUBJECT TO THE RULES, REGULATIONS AND  
35 OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING  
36 FOR AN EFFECTIVE DATE.

37  
38 **ORDINANCE 2011-10**

39  
40 AN ORDINANCE REPEALING SECTION 11-2 OF CHAPTER 11 OF THE CITY  
41 OF TAVARES CODE OF ORDINANCES RELATING TO THE DISCHARGE OF  
42 FIREARMS; PROVIDING FOR AN EFFECTIVE DATE.

43  
44 **ORDINANCE 2011- 11**  
45

1 AN ORDINANCE AMENDING SECTION 12-1 (G) OF CHAPTER 12 OF THE  
2 CITY OF TAVARES LAND DEVELOPMENT REGULATIONS RELATED TO  
3 DEFINITIONS, PROVIDING FOR AN EFFECTIVE DATE.

4  
5 ORDINANCE 2011-12

6  
7 AN ORDINANCE AMENDING SECTION 17-57 OF THE CITY OF TAVARES  
8 LAND DEVELOPMENT REGULATIONS TO PROVIDE FOR COLLECTION OF  
9 LATE FEES FOR RECLAIMED WATER; PROVIDING A LIEN FOR UNPAID  
10 WATER, WASTEWATER, RECLAIMED WATER CHARGES; AND PROVIDING  
11 AN EFFECTIVE DATE.

12 RESOLUTION 2011-21

13  
14 A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, RESCINDING  
15 RESOLUTION 2010-19 AND ESTABLISHING THE CITY OF TAVARES  
16 WAYFINDING PLAN AND THE CRITERIA FOR THE DESTINATIONS THAT  
17 MAY BE DISPLAYED ON THE WAYFINDING PLAN SIGNAGE AS PART OF  
18 THE WAYFINDING PROGRAM ADOPTED BY THE CITY OF TAVARES

19  
20 VIII. ORDINANCES/RESOLUTIONS - FIRST READING

21  
22 Tab 3) Ordinance #2011-07 – Comprehensive Plan Amendment – Remove Transportation,  
23 School and Parks & Recreation Concurrency - First Reading Only

24  
25 Tab 4) Ordinance #2-011-09 – Banning Beach Rezoning to Planned Development – David  
26 Weiss – First Reading Only.

27  
28 SECOND READING

29  
30 Tab 5) Ordinance #2011-10 – Amendment to Section 11-2 of Code of Ordinances –  
31 Discharge of Firearms

32  
33 Chief Lubins presented the following staff report:

34  
35 **OBJECTIVE:** *To repeal Section 11-2 of Chapter 11 of the Code of Ordinances titled "Discharging*  
36 *of Firearms" to be in compliance with state law.*

37  
38 **SUMMARY:** *The state legislature passed House Bill 45 that will amend Florida State Statute*  
39 *790.33 effective October 1, 2011. The intent of the legislation is to create uniformity of firearm*  
40 *laws throughout the state. To ensure the uniformity of such laws, the new law will prohibit any*  
41 *local (county or city) from making new laws or enforcing current laws regulating firearms in any*  
42 *manner. Any entity (i.e. city or county) that enforces their own firearm regulations can face*  
43 *significant civil and criminal ramifications for the city government, elected officials and staff.*

44  
45 Mayor Wolfe asked for clarification on the state law. Chief Lubins said generally, a homeowner  
46 can discharge a firearm on their private property but cannot shoot across a highway or on public  
47 property and cannot use a weapon recklessly.

1  
2 Mayor Wolfe asked if there were questions from the audience.

3  
4 **MOTION**

5  
6 **Sandy Gamble moved to approve Ordinance #2011-10 to repeal Section 11-2 of Chapter 11 of the Code of Ordinances, seconded by Kirby Smith.**

7  
8  
9 Councilmember Smith asked since the City of Tavares is also an employer, does the City have the right to have firearms in the workplace regulation as any other private business according to this law? Attorney Williams answered in the affirmative.

10  
11  
12  
13 Councilmember Grenier said he supports local law. He asked if the state can eliminate any local law. Attorney Williams answered in the affirmative. He said it is known as the supremacy doctrine.

14  
15  
16 **The motion carried unanimously 5-0.**

17  
18 **Tab 6) Ordinance #2011-11 – Amendment to Noise Ordinance – Chapter 12 of the Land Development Regulations – Second Reading**

19  
20  
21 Chief Lubins presented the following staff report:

22  
23 **OBJECTIVE:** *To amend a portion of the definition in chapter 12-1(G) of the Land Development Regulations by repealing "discharge of a firearm" as an impulsive sound.*

24  
25  
26 **SUMMARY:** *The state legislature passed House Bill 45 that will amend Florida State Statute 790.33 effective October 1, 2011. The intent of the legislation is to create uniformity of firearm laws throughout the state. To ensure the uniformity of such laws, the new law will prohibit any local (county or city) from making new laws or enforcing current laws regulating firearms in any manner. Any entity (i.e. city or county) that enforces their own firearm regulations can face significant civil and criminal ramifications for the city government, elected officials and staff.*

27  
28  
29  
30  
31  
32  
33 **MOTION**

34  
35 **Kirby Smith moved to approve Ordinance #2011-11, seconded by Bob Grenier. The motion carried unanimously 5-0.**

36  
37  
38 **Tab 7) Ordinance #2011-12 – Procedure to Lien Delinquent Utility Accounts – First Reading Only**

39  
40  
41 Ms. Houghton said this ordinance will allow for liens on real property for unpaid utility account charges of property owners. She said in June 2009, the city implemented base charges resulting from a water rate study. Currently the city has three different customer types: tenant lease occupied; owner occupied; and owner vacant. In each case the city requires a utility deposit when the account is opened for water consumption. As of October 2009 all account types incur a monthly base charge and when the residence or building is unoccupied, the owner or the tenant,

1 is charged that base charge. Currently when the account is delinquent the city may provide a  
2 payment plan on active accounts or it may refer closed accounts to a collection agency.

3  
4 Due to economic conditions there has been some slow turnaround in some of the payments,  
5 particularly concerning foreclosures. Unpaid utilities are unintended consequences in these  
6 cases. The collection firm only collects for tenant occupied account holders. The city would like to  
7 be able to lien the properties for these delinquent accounts. This ordinance would go into effect  
8 immediately but would give the owner 90 days to bring their account current.

9  
10 Ms. Houghton said Florida Statutes prohibit the City from liening property where the charges have  
11 occurred from a prior tenant.

12  
13 Mr. Drury said the primary purpose is for situations wherein a bank takes ownership during a  
14 foreclosure and the property is resold and takes several months to resell-- the bank will need to  
15 pay the base charges that have accrued because the city basis its financial pro forma on base  
16 charges being received.

17  
18 Attorney Williams said the exception on the renter is if the delinquent utility account benefitted the  
19 landlord (e.g. an apartment is rented but the landlord furnishes the water). He said in those  
20 instances it could probably be liened.

21  
22 Councilmember Smith questioned some of the wording in the ordinance regarding owners versus  
23 tenants. Ms. Houghton said if the account holder is in the name of the customer who is not the  
24 owner of the premises; the city would not lien the property.

25  
26 Attorney Williams said he thought the ordinance is clear and it cannot override the state law.

27  
28 Councilmember Gamble said he wanted to ensure the renter's charges will be sent to collections  
29 for unpaid bills in addition to pursuing owners for unpaid bills.

30  
31 **MOTION**

32  
33 **Sandy Gamble moved to approve Ordinance #2011-12, seconded by Bob Grenier. The**  
34 **motion carried unanimously 5-0.**

35  
36 **Tab 8) Resolution #2011-21 – Criteria for Wayfinding Signage**

37  
38 Mr. Skutt presented the following report:

39  
40 *City Council on December 1, 2010 approved criteria for the development of a wayfinding system*  
41 *for the city. This plan was based on signs designed by Wilesmith Advertising as part of the City's*  
42 *Branding Initiative. The original wayfinding signage program included four types of signs; main*  
43 *gateway (or Custom Place Name) signs, main directional signs, vehicular directional signs and*  
44 *kiosk signs for pedestrians. Through working and meeting with FDOT personnel, staff has*  
45 *learned that FDOT approved wayfinding programs do not need to include gateway or kiosk signs*  
46 *since these are permitted separately. Wayfinding signage is intended to direct travelers to the*

1 City's key downtown public facilities. Therefore, staff has drafted a new resolution which includes  
2 only those signs that are regulated by FDOT's wayfinding rules.

3  
4 The wayfinding plan will identify the locations at which the initial signs will be installed as well as  
5 the destinations with which they are associated. As required by FDOT, the wayfinding plan also  
6 includes criteria for future signs. The criteria incorporated in the wayfinding plan have been  
7 approved in their preliminary phase by an FDOT sign design representative. The approval of our  
8 wayfinding plan by FDOT will enable the City to obtain final permits from FDOT for our wayfinding  
9 signs. The plan calls for six signs on the state roads strategically located to direct traffic to the  
10 downtown. The City will be able to apply for FDOT permits upon Council approval.

11  
12 **MOTION**

13  
14 **Bob Grenier moved to approve Resolution #2011-21, seconded by Kirby Smith. The motion**  
15 **carried unanimously 5-0.**

16  
17 **IX, GENERAL GOVERNMENT**

18  
19 **Tab 12) Rebuild Train Station at Wooton Park**

20  
21 Mr. Neron stated that in 2007, Council approved the following vision statement for the City:  
22 "Tavares the capital waterfront city of Lake County, building on a historic foundation, creating an  
23 authentic accessible community of neighborhoods, businesses and citizen services distinguishing  
24 itself as the defining vision of where you want to be." He reviewed the improvements and projects  
25 that had been accomplished related to the vision statement. He noted that railroads have been  
26 part of the economy back into the 1880's. He described the historical railroad station that was  
27 destroyed by fire in 1888.

28  
29 Mr. Neron said the city has an opportunity to reconstruct the station with the costs covered over  
30 time by lease agreements with the Tavares Chamber of Commerce and the Tavares Eustis and  
31 Gulf LLC Railroad. He said the Chamber is under contract with Progress Energy to purchase the  
32 chamber building on Sinclair. The Chamber proposes to advance to the City \$150,000 towards  
33 the cost of the reconstructed train station to be credited with lease payments for 15 years. This  
34 would be subject to the closing of the purchase. He said the Chamber is also requesting an  
35 option to lease space for an additional 10 years. He said the Tavares Eustis and Gulf LLC have  
36 also expressed interest in negotiating a lease for half the space.

37  
38 Mr. Neron said preliminary total costs for reconstruction of the train station including all  
39 professional and permit fees is estimated at \$450,000 for a 2800 square foot facility with each of  
40 the two parties leasing half of the space. He said staff is requesting conceptual authorization to  
41 do the following before proceeding to negotiate leases:

- 42  
43 1) Negotiate proposed lease agreements with Tavares Chamber and the railroad to lease  
44 space at the reconstructed train station. These lease agreements will be brought back to  
45 Council for final approval.

- 1           2) Negotiate contract amendments with the BESH design team and Emmett Sapp Builders  
2           for the design and permitting and construction manager-at-risk services. These contract  
3           amendments will be brought back to Council for final approval.
- 4           3) Conduct a review of the preliminary cost estimates and prepare a financing package for  
5           the project based on lease payments covering the cost of the project. This financing  
6           package would be brought back to Council for final approval.

7  
8           Mayor Wolfe asked the amount of the lease agreement with railroad. Mr. Neron responded that  
9           the preliminary estimate is about \$1100 per month to cover half of the rent for the 20 years of the  
10          borrowing. The preliminary costs are about \$8.30 a square foot to cover the construction and  
11          \$11.00 per square foot to cover all the operating costs and maintenance.

12  
13          Councilmember Pfister asked about utilities. Mr. Neron said each entity would be metered  
14          separately and responsible for their utilities. Councilmember Pfister asked about longevity in  
15          terms of the rentals. Mr. Neron said the chamber has asked if the other half would be vacant, that  
16          they be given first option to rent that space. Mr. Neron said it will be prime commercial space and  
17          should the railroad leave it could be rented out to another tenant. Mr. Drury said the design of the  
18          building will also come back for Council approval to ensure that it is separated into two rentable  
19          separate spaces. He said there will also be a passenger waiting area.

20  
21          Councilmember Pfister expressed her support of the project. Mayor Wolfe said he believed staff  
22          should speak to the Tavares , Eustis, and Gulf LLC to ask if they can contribute the \$150,000 up  
23          front with a guaranteed 10 year lease which would give the city the \$300,000 up front, negotiate a  
24          better price on the construction which would lessen the amount that has to be borrowed.

25  
26          Councilmember Pfister asked the source of the loan. Mr. Neron stated it would likely be internal  
27          borrowing. Councilmember Smith asked about the analysis done by the Finance Director. Mr.  
28          Drury said this is a request to begin that process. He said staff will look at the internal borrowing  
29          option and an external borrowing option if Council is in agreement to move forward.

30  
31          Councilmember Gamble said the city had budgeted \$10,000 for the Chamber and would that be  
32          diminished each year or would the city be supporting the rental costs.

33  
34          Mr. Drury said the \$10,000 is for their operational costs, not capital. Currently the Chamber owns  
35          their own building so they pay electric and utilities. The \$10,000 has been given to them to help  
36          support Tavares businesses. He said he did not envision eliminating the \$10,000 at least this  
37          year as a result of this agreement. Councilmember Gamble said he was inquiring about this for  
38          the future and he wanted the citizens to be aware that the city is not paying their rent.

39  
40          Mr. Drury said staff will clarify that question.

41  
42          Councilmember Pfister said she wanted to be sure the two long term tenants are in place before  
43          agreeing to borrow money. She said she did not want to compete against property owners.

44  
45          Mayor Wolfe noted the Chamber's request has come down over the years and he anticipated the  
46          Chamber asking for less in the future.

47

1 **MOTION**

2  
3 **Lori Pfister moved to direct staff to continue finding the financial means for this project,**  
4 **seconded by Kirby Smith. The motion carried unanimously 5-0.**

5  
6 Mr. Drury noted the photographs and concept of the restored train station resembles a movie set  
7 which might invite movie production in the future.

8  
9 **Tab 9) Award of Bid for Voice Over Protocol**

10  
11 Councilmember Smith said he was unable to vote on this issue because he is employed with one  
12 of the bidders on this project.

13  
14 Mr. Patton stated that staff has been reviewing ways to improve the cost effectiveness of the  
15 communications system and replacing some of the aging equipment that has been utilized since  
16 1993. He said the current phone system is managed out of Tallahassee and it can take up to  
17 three weeks to make changes and moves. He said the decision was made to put this out to bid  
18 and six bids were reviewed. Three companies were determined to be in the price range and the  
19 recommendation has been made for the lowest provider which will result in no out of pocket  
20 expenses up front.

21  
22 Mr. Drury noted that the six bids have been provided to Council.

23  
24 Ms. Houghton said the top ranked firm is Earth Link Business System and the bid amount was  
25 \$107,882 for the complete system with an annual recurring cost of \$3,380. The selection  
26 committee consisted of Alex Patton, Chief Lubins, Lt. Myers, and Public Communication Director  
27 Joyce Ross. Ms. Houghton said staff will track the costs and bring back the results to Council in a  
28 year.

29  
30 **MOTION**

31  
32 **Bob Grenier moved to approve the RFP ranking for Voice Over Internet Protocol services**  
33 **[to Earth Link Business System], seconded by Sandy Gamble. The motion carried**  
34 **unanimously 4-0 with Councilmember Smith abstaining.**

35  
36 **Tab 10) Request from New Beginnings to Hold an Event at Wooton Park**

37  
38 Mr. Neron said New Beginnings would like to hold a fundraising event on November 11-13 at  
39 Wooton Park. New Beginnings is a not for profit Lake County organization that provides helping  
40 services to those who are unemployed and facing economic hardships. He said they are  
41 proposing to host a children's carnival with rides on Friday evening through Sunday afternoon.  
42 They will complete a city event application, provide insurance and cover the cost of an off duty  
43 officer during the times of the event and be responsible for the cleanup of Wooton Park.

44  
45 **MOTION**

46

1 **Sandy Gamble moved to approve the city hosting a New Beginnings fund raising event on**  
2 **November 11-13, 2011 at Wooton Park, seconded by Bob Grenier.**  
3

4 Councilmember Smith said this event seems to be good for the city but he felt the city needed to  
5 be careful when renting out the park for special events to the point where the citizens cannot use  
6 the park property. Mr. Neron responded that staff is cognizant of this issue and acknowledged  
7 that during February, March, and April the park is very busy with events. He said this will e the  
8 only event during November. He said staff will probably be bringing to the next meeting, a  
9 potential to host two large boating events. He added that whenever an event is held the Splash  
10 Park and Wooton Wonderland area is always open to the public. He said if the referendum  
11 passes next year it will allow more room for public use of the park.  
12

13 Mr. Drury noted that it may get to the point that not all applications can be approved, however,  
14 during the summer months there is a need for people to come to Tavares and that Not-for-Profits  
15 and fund raising will be directed to the off seasons.  
16

17 **The motion carried unanimously 5-0.**  
18

19 **Tab 11) Review of Bid Options for Improvements to Todd Way Cul de Sac in Imperial**  
20 **Terrace East**  
21

22 Mr. Thompson reviewed the history of this issue noting that a letter had been received from the  
23 Homeowner's Association to make improvements. The city engineer did a draft design and gave  
24 a cost estimate of \$11,308 at that time which was reviewed by the residents. At the August 3, City  
25 Council meeting staff was directed to take this project through the formal bid process. He said he  
26 also received a suggestion to have as an option to completely remove the cul de sac and paving  
27 over the area. Mr. Abbey, a spokesman for the HOA, wrote a letter indicating that option was not  
28 favorable to the residents.  
29

30 Three bids were received ranging from \$8,745 to \$15,973. PAQCO of Leesburg was the lowest  
31 bidder at \$8,745.00.  
32

33 He noted that as a matter of past practice the City has not upgraded cul de sacs unless there is a  
34 safety consideration. Staff could not find any safety consideration within that cul de sac. He  
35 presented four options with the HOA paying 100% of the project, the HOA and the city splitting  
36 the cost 50/50, the city paving all costs, as well as taking no action at this time. Staff  
37 recommendation was for the first option for the HOA to pay all costs.  
38

39 Councilmember Gamble asked if the city owns the roads. Mr. Thompson confirmed.  
40

41 Councilmember Smith said he had not observed impedance of vehicular traffic. Mr. Thompson  
42 said if there is parking in front of the residence, the garbage truck has to swing around the circle  
43 and drives up on the south end of the island curb and ground slightly.  
44

45 Mayor Wolfe said he had measured it and compared to other cul de sacs and he would agree  
46 with Imperial Terrace paying to fix this cul de sac.  
47

1 Mayor Wolfe asked for public comment.

2  
3 Councilmember Pfister said she agreed with the observations except that she did not live in that  
4 area and did not experience the day to day problems. She said she might be more interested in  
5 sharing the cost.

6  
7 **AUDIENCE**

8  
9 Elizabeth Olson, 973 Todd Way

10  
11 Ms. Olson said the cul de sac is in front of her house and the street is deteriorating. She said if  
12 the street was made as wide as the other streets around the cul de sacs, the drains repaired, the  
13 crumbling rock repaired and the island improved, the residents will beautify the island.

14  
15 Todd Bias, 957 Todd Way

16  
17 Mr. Bias said the HOA maintains the other four cul de sacs and has done so for about 30 years  
18 and they belong to the city. He said they will continue to maintain them along with this one, but it  
19 needs to be fixed. He said there is also a problem with ambulances and fire trucks that cannot get  
20 through it quickly. He said the residents feel it is a city street and it should be taken care of and  
21 he added there is a flooding problem.

22  
23 Councilmember Gamble asked how much money was left over in the road repair account. Ms.  
24 Houghton said there is close to \$400,000 available.

25  
26 **MOTION**

27  
28 **Sandy Gamble moved to approve the cul de sac repair to come out of the road fund to pay**  
29 **for the project in whole, seconded by Lori Pfister.**

30  
31 Discussion followed. Mayor Wolfe noted there are a lot of cul de sacs in the city and he did not  
32 see a problem with vehicles maneuvering in that area. Councilmember Smith said he agreed and  
33 that the road repair fund is for areas where a lot of residents travel. He said he believed this is a  
34 beautification project.

35  
36 Vice Mayor Grenier asked if the work proposed was an upgrade.

37  
38 Mr. Thompson said it will provide more turning room. Vice Mayor Grenier asked if the drainage  
39 was a different issue. Mr. Thompson confirmed. Discussion followed on whether the city or the  
40 HOA upgraded the other cul de sacs. Mr. Thompson said he could not find a history of the city  
41 doing the upgrades.

42  
43 **Councilmember Gamble said he would like to repeal his motion. Councilmember Pfister**  
44 **seconded the repeal.**

45  
46 **MOTION**

47

1 Sandy Gamble moved to table the issue to have staff research who made the previous  
2 improvements and to provide more information on the drainage problem to ensure the  
3 correct problem is being addressed, seconded by Lori Pfister. The motion carried 4-1 as  
4 follows:

5		
6	Robert Wolfe	No
7	Lori Pfister	Yes
8	Sandy Gamble	Yes
9	Kirby Smith	Yes
10	Bob Grenier	Yes

11  
12 X. OLD BUSINESS - None

13  
14 XI. NEW BUSINESS - None

15  
16 XII AUDIENCE TO BE HEARD

17  
18 Jim Beyer, President of Power One

19  
20 Mr. Beyer said Power One is a local business and has been operating in the area since 1986. He  
21 said his company was one of the bidders on the Voice Over IP system. He said he is  
22 disappointed in the decision. He said they worked hard to provide a quote and were off by  
23 \$2,000. He discussed his ties and involvement with the city. He said he was disappointed that the  
24 City would not choose a local business. He spoke about his experience with this system. He  
25 added that his company had served the city on short notice without a contract.

26  
27 XIII. REPORTS

28  
29 Tab 12) City Administrator

30  
31 Mr. Drury noted he had identified upcoming meetings.

32  
33 Economic Development Director

34  
35 Mr. Neron reported that the new Tavares Market would be starting this Friday and there are 21  
36 vendors prepaid with more expected. He said the train is doing its Federal Railroad  
37 Administration testing and they plan to be in operation on Saturday at 10:00 a.m..

38  
39 Community Services Director

40  
41 Ms. Rogers reminded those present of the Empty Bowls Fundraiser event being held in Wootton  
42 Park on October 17<sup>th</sup>. She said tomorrow at 9:00 staff will be painting bowling balls to represent  
43 lady bugs for the community vegetable garden at Aesop's Park. The park will be opened October  
44 22 at 9:00 a.m.

45  
46 Tab 13) City Council

47

1 **Councilmember Pfister**

2 Councilmember Pfister said the past minutes will reflect her preference to contracting with local  
3 vendors. She said she believes in it and had wanted to argue the bid award, however, there is a  
4 bid process and if there is no negative reason to not take the lowest bidder, it has to be handled  
5 that way; i.e. the city cannot favor a vendor just because of its location. She said she had just  
6 wanted to express that she understood Mr. Byer's concerns.

7  
8 Councilmember Pfister reminded everyone of the community vegetable garden and the opening  
9 of Aesop's Park.

10  
11 **Councilmember Gamble**

12  
13 **Vice Mayor Grenier**

14 Vice Mayor Grenier asked about the grant for the Tavares Recreational Park.

15  
16 Ms. Rogers said the work has not begun however the design should be completed soon. The  
17 project will include some dredging and the creation of a floating dock system. She said it is a  
18 nonmatching grant.

19  
20 Vice Mayor Grenier expressed appreciation for the train and the sound of the train whistle. He  
21 discussed the history of the railroad.

22  
23 **Councilmember Smith**

24 Councilmember Smith said it was exciting when the train went by and that every patron at AL's  
25 Landing recently had noticed the train going by. He said the train is a huge positive step.

26  
27 Councilmember Smith asked about the train bridge. Mr. Neron said construction should be  
28 starting after the first of the year. Councilmember Smith said the city is widening the pylons which  
29 will help the boaters.

30  
31 Councilmember Smith commented on the MPO meeting he attended recently noting there was  
32 discussion about Winter Garden and Ocoee getting involved with the railroad project.

33  
34 **Mayor Wolfe**

35 Mayor Wolfe said there will be a vacancy on the Planning & Zoning Board as Mr. Horner will be  
36 resigning.

37  
38 **Adjournment**

39 There was no further business and the meeting was adjourned at 5:22 p.m.

40  
41 Respectfully submitted,

42  
43  
44 

45 \_\_\_\_\_  
46 Nancy Barnett, CMC  
47 City Clerk

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**CITY OF TAVARES  
TAVARES CITY COUNCIL  
DATE OF MEETING: NOVEMBER 17, 2011**

**AGENDA TAB NO: 5**

**SUBJECT TITLE: Temporary Designation of Bank for Official Depository**

**OBJECTIVE:**

To consider the designation of SunTrust Bank as the official depository for the City until an award of bid is issued in response to RFP No. 2012-001.

**SUMMARY:**

The City has utilized SunTrust Bank as the official depository for the City for the past several years. SunTrust is a State of Florida Qualified Public Depository (QPD) and provides collateral of U.S. Treasury Securities (specifically designated) for all City of Tavares Deposits.

Staff has issued a Request for Proposals (RFP) for banking services and once the RFP proposal responses have been received and evaluated, staff will present findings to Council for award. The RFP addresses various banking options to enhance efficiencies and customer service delivery.

**OPTIONS**

- 1) Move to approve SunTrust Bank to be the official depository for the City of Tavares until an award of bid is issued in response to RFP No. 2012-0001.
- 2) Do not approve SunTrust Bank as the official depository on a temporary basis.

**STAFF RECOMMENDATIONS:**

**Staff recommends approval of SunTrust Bank as the official depository for the City of Tavares until an award of bid is issued in response to RFP No. 2012-0001.**

**FISCAL IMPACTS:**

N/A

**LEGAL SUFFICIENCY:**

N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
NOVEMBER 16, 2011**

**AGENDA TAB NO. 6**

**SUBJECT TITLE: Designation of those Authorized to Sign Checks**

---

**OBJECTIVE:**

To designate those who are authorized to sign checks for City business.

**SUMMARY:**

Staff recommends approval of the Mayor, Vice Mayor, City Administrator and the Finance Director as those designated to sign checks. This is consistent with past policy.

City disbursements (checks) will utilize one signature from the Mayor or the Vice Mayor and one signature from the City Administrator or the Finance Director.

**OPTIONS:** N/A

**STAFF RECOMMENDATION:**

Move to authorize the Mayor, Vice Mayor, City Administrator and the Finance Director to be authorized to sign checks.

**FISCAL IMPACT:** N/A

**LEGAL SUFFICIENCY:** N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
NOVEMBER 16, 2011**

**AGENDA TAB NO. 7**

**SUBJECT TITLE: CADASTRAL MAPPER OF THE YEAR AWARD**

---

**OBJECTIVE:**

To recognize Corey Mathis, City of Tavares GIS Analyst, for being selected as the 2011 Cadastral Mapper of the Year by the Florida Association of Cadastral Mappers (FACM).

**SUMMARY:**

For 25 years, the Florida Association of Cadastral Mappers, a Florida not-for-profit association, has promoted education and professionalism in the field of cadastral map development. The "Cadastralist of the Year" award is given to one individual annually for outstanding performance in the work area during a single project or event. Corey Mathis was awarded the designation for his work in compiling the documentation which was submitted by Metro Orlando Economic Development to the American aircraft design and production company, Icon Aircraft's site selection firm upon their visit to the City of Tavares during their site selection investigation of central Florida. Corey worked days, nights and weekends to accommodate the firm's timeline. Tavares is now one of the finalists for the future Icon Aircraft facility.

An abbreviated overview of Corey's work on the project includes:

- Incorporating legal descriptions and generating sanitary sewer and utility maps
- Incorporating plan models into the main display map
- Creating and compiling PDF documents of the specified environmental report and all exhibits
- Creating 10-minute drive time maps and an entertainment district map
- Modifying special DWF files to product project exhibits A and B PDFs for plotting and mounting
- Creating aerial photography for custom maps
- Printing and assembling project books with corresponding exhibit maps, and creating data CDs of all maps and documents
- Creating maps of Central Florida airport locations, seaplane base and marina with virtual runway (FA1), future land use zoning ownership, FEMA floodplain, section-township-range, improvements, businesses, area requirements, MR SID Aerial, 5 MXDs, multiple shapefiles and contour maps
- Printing, mounting and framing final site plan with airport construction mark-ups

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: NOVEMBER 16, 2011**

**AGENDA ITEM NO: 8**

**SUBJECT TITLE: Approval of Contract to host Bass Pro Shop Crappie Masters 2012 State Championship tournament**

---

**OBJECTIVE:**

To have City Council approve the attached contract to host the Bass Pro Shop Crappie Masters 2012 State Championship at Wooton Park from February 10-11, 2012.

**SUMMARY:**

For the last four years, the City of Tavares in partnership with the Lake County Tourist Development Council (TDC) has hosted the Bass Pro Shop Crappie Masters State Championship at Wooton Park.

As outlined in the attached contract, it is proposed that the City and the TDC again host this event in 2012. The estimated cost of the event includes a host fee of \$15,000 and an estimated \$5,000 for event related expenses.

The TDC has committed to providing half of the host fee (\$7,500) and half of event related expenses (\$2,500). The City's share of expenses would be an estimated total of \$10,000 and would be covered by 2011/12 CRA-TIF revenues.

The approved TDC event funding application is attached.

Staff is requesting that Council approve the attached contract for the City to host the Bass Pro Shop Crappie Masters 2012 State Championship at Wooton Park.

**OPTIONS:**

1. To approve the attached contract to host the Bass Pro Shop Crappie Masters 2012 State Championship at Wooton Park
2. To not approve the attached contract.

**STAFF RECOMMENDATION:**

Staff recommends that the Council moves to approve the attached contract to host the Bass Pro Shop Crappie Masters 2012 State Championship and to

provide the needed estimated funds of \$10,000 from the 2011/12 CRA – TIF fund budget.

**FISCAL IMPACT:**

The estimated City out-of-pocket expenditures of \$10,000 will be covered by 2011/12 CRA – TIF revenues.

**LEGAL CONSIDERATIONS:**

The City Attorney has reviewed and approved the attached contract.

**LAKE COUNTY TOURIST DEVELOPMENT  
SPONSORSHIP FUNDING APPLICATION**

**A. General**

1. Name of Event CRAPPIE MASTERS STATE CHAMPIONSHIP TOURNAMENT
2. Location/Date/Time February 9 - 11, 2012
3. Name, purpose and mission of the submitting organization:  
City of Tavares is seeking Lake County TDC matching dollars of up to \$10,000 to be  
matched dollar for dollar by the City of Tavares which funds will be used for  
a \$15,000 Sponsorship Fee and up to \$5,000 for event related expenses.
4. Tax Status of the submitting organization (for profit or non-profit) Municipal Govt.
5. Contact Person & Title Bill Neron, Director of Economic Development
6. Address: 201 East Main Street, Tavares, FL 32778  
Phone(s): 352-742-6402      352-516-4418 (cell) Fax: \_\_\_\_\_  
E-mail: Bneron@tavares.org      Web-site www.tavares.org
7. How long has the organization been operating in Lake County? Since 1880's
8. Is this a first year event? no      If not, how many years has this event taken place  
in Lake County? 4 years  
Are plans being made to have the event in Lake County again next year? 2012

**B. Proposal submission must have the following:**

1. Submit a brief narrative of the event and describe in detail the purpose for which  
your organization is seeking tourist development tax funds:  
We are seeking matching funds for Event Sponsorship Fee and other event  
related expenses. See attached contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Advertising             | <input type="checkbox"/> Promotional Materials |
| <input type="checkbox"/> Compensation to Workers | <input type="checkbox"/> Other _____           |
| <input type="checkbox"/> Emergency Services      | _____  |
| <input type="checkbox"/> Entry Fees              |  |

2. Outline of the marketing plan for event: Crappie Masters promotes event through its national publications and website in conjunction with Bass Pro Shops national chain. City does local and regional promotion with press releases, posters and electronic media.

3. Amount Requested: Up to \$10,000 Start & End Dates Feb. 9-11,2012

4. Who is managing the event, registration, hotel negotiations, host hotel, activities?  
Name: Paul Alpers  
Phone(s): \_\_\_\_\_

5. List additional sponsors/partners: Lake County and City of Tavares, Bass Pro Shop and several boat and outboard motor manufacturers. Toyota Tundra Trucks.

6. Number of Vendors: 10 Local 5 Out of County 5

7. How many room nights have been blocked out from hotel(s) for the event \_\_\_\_\_ ?

8. Projected total number of room nights: \_\_\_\_\_

9. Will any of the event participants be exempt from bed tax? no. If so, what number of room nights will be exempt? \_\_\_\_\_

10. Total taxable room nights \_\_\_\_\_ X average room rate \$ \_\_\_\_\_ X 4% = \$ \_\_\_\_\_

11. List Host Hotel(s) committed and contact person for each hotel:

- 1) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 2) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 3) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 4) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 5) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_

12. Projected total number of attendees: Local 8 teams Out of County 10 teams

Out of State 42 teams

13. Will you/can you provide a list of attendees and email addresses for Lake County use for marketing purposes?

Yes, after event

14. Will your event charge an entry fee, admission fee, parking fee, etc.? \_\_\_\_\_ If yes to any of these please list:

Anglers pay an entry fee

15. Describe what steps have been taken or will be taken to reach out and bring in new attendees, and increase overnight stays.

See question #2 above.

16. Will the event be televised? no

If so, explain how: \_\_\_\_\_

17. Will this event offer spouse/family activities as part of the program? \_\_\_\_\_

If so, please list. Children's Fishing Rodeo on Saturday

C. **Budget** – Submit the budget for your event.

D. **Agenda/schedule for Event** – Submit a detailed agenda or schedule of activities to be held during this event.

E. **Signature**

City of Tavares  
Applicant's Organization

Bill Neron, Director of Economic Development  
Name and Title of person authorized to sign the application

Signature \_\_\_\_\_ Date 10/13/11

**F. Funding Determination**

Approved Sponsorship in amount of \$ \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request Disapproved

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

By:

Scott Blankenship \_\_\_\_\_ Date \_\_\_\_\_

AND/OR

Darren S. Gray, County Manager \_\_\_\_\_ Date \_\_\_\_\_



Promote  
Enhance  
Preserve

**THIS AGREEMENT** is made as of the \_\_\_ day of November in the year 2011, between **THE CITY OF TAVARES**, a Florida Municipal Corporation, whose address is 201 East Main TAVARES, Florida (hereinafter referred to as the "SPONSOR"), and **CRAPPIE MASTERS INC.**, whose address is P.O. Box 989, Lebanon, Missouri 65536, (hereinafter referred to as the "CRAPPIE MASTERS").

**WITNESSETH:**

**THAT**, CRAPPIE MASTERS is desirous of promoting and conducting the Florida State Championship Crappie tournament on the Harris Chain of Lakes and SPONSOR is desirous of assisting with the promotions and conduct of said tournament.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

**1. CRAPPIE MASTERS shall:** conduct a crappie tournament on the dates of **February 10 & 11, 2012**. with the following schedule: *February 9th*- Registration-Seminar, Crappie Tech School and hold a Media Fish Off. On *Feb 10th & 11th* Competition with Feb. 11th also a Kids Rodeo event. CRAPPIE MASTERS in connection with said tournaments shall:

- (A) Be responsible for all expense incurred in connection with travel, telephone, advertising and national promotion activities, printing of brochures and salaries related to stated tournament.
  - (B) Provide rules/regulations for said tournament, solicit and acquiring all entries for tournament.
  - (C) Arrange for all pairing of press and observers as needed.
  - (D) Provide all press coverage for event.
  - (E) Design, print and distribute official brochure containing tournament information and solicit ads for brochure.
  - (F) Brief, supervise and instruct all personnel working in connection with the crappie tournament.
  - (G) Provide additional services and agreements as follows: CRAPPIE MASTERS shall guarantee 100% payback in cash and prizes to said tournament entries.
  - (H) Provide media tournament on Wednesday, Feb 9<sup>th</sup>, 2012.
  - (I) Guarantee 60 boats for the two day tournament.
  - (J) Refund to SPONSOR \$100.00 per boat for anything less than 60 boats on Feb 12<sup>th</sup>, 2012. This amount shall be deducted from the amount payable to CRAPPIE MASTERS from SPONSOR under this Agreement.
  - (K) Provide two full-page ads (one for Lake County and one for SPONSOR) in national catalogue.
  - (L) Provide web site link for the year.
  - (M) Provide poster and brochure distribution throughout the tournament trail.
  - (N) Be responsible either by direct survey of the anglers or other means of verifying
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MASTERS**  
All American Tournament Trail

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overnight lodging stays of the participating anglers. This information shall be provided to the City and Lake County no later than February 15, 2012.

**2. SPONSOR shall:**

(A) Provide a meeting room at no charge for the Official Registration and Seminar/School on February 9<sup>th</sup>, 2012 and secure and provide the Wooton Park facility on Friday and Saturday, February 10 & 11<sup>th</sup> for the crappie tournament.

(B) Pay to CRAPPIE MASTERS the sum of \$15,000. The check shall be made payable to Crappie Masters, Inc. and payable in 2 installments as follows \$7,500.00 on December 1, 2011 and \$7,500.00 due on Feb 15, 2012 upon receipt of angler lodging night information as outlined in Section 1.(N) of this Agreement.

(C) Provide Food vendors at no charge to the anglers on the evening after day 1 weigh in.

(D) Provide local publicity for crappie techniques school, limited to 100-150 People to attend the seminar-school.

(E) Secure funding a maximum of 2 anglers for school at \$300.00 per angler.

(F) Provide meal for 40 people for media fish off.

(G) SPONSOR shall be designated and shall act as sponsor of said tournament.

(H) SPONSOR agrees that at no time shall displays be set up at any CRAPPIE MASTERS function, nor in and around the weigh-in area without the permission of Bass Pro Crappie Masters, Inc..

(I) CRAPPIE MASTERS shall have the exclusive right for all concessions. This includes, but is not limited to, Apparel and Logo merchandise. Community Food Vendors are acceptable and recommended by special arrangement, and will not be required to pay any fees to CRAPPIE MASTERS.

**3. Insurance.** CRAPPIE MASTERS shall maintain throughout this Agreement the following insurance:

**A. Comprehensive General Liability.** CRAPPIE MASTERS shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or

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underground exposures (x,c,u).

**B. Business Automobile Liability.**

CRAPPIE MASTERS shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

**C. Workers' Compensation.** CRAPPIE MASTERS shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

**D.** The original of each such policy of insurance, or a complete duplicate, shall be delivered to SPONSOR by CRAPPIE MASTERS prior to the tournament, together with evidence that the premiums have been paid.

**E.** All required insurance shall be provided by insurers acceptable to SPONSOR with an A.M. Best rating of at least A:VII.

**F.** The required insurance shall be secured and maintained for not less than the limits required by SPONSOR, or as required by law, whichever is greater.

**G.** The required insurance shall not limit the liability of the CRAPPIE MASTERS. SPONSOR does not represent these coverage or amounts to be adequate or sufficient to protect the CRAPPIE MASTERS interests or liabilities, but are merely required minimums.

**H.** All liability insurance shall be written on an occurrence basis.

**I.** CRAPPIE MASTERS waives its right of recovery against SPONSOR to the extent permitted by its insurance policies.

**J.** Insurance required of CRAPPIE MASTERS, or any other insurance of the CRAPPIE MASTERS shall be considered primary, and insurance of SPONSOR, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

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K. Except for workers' compensation, the CRAPPIE MASTERS' insurance policies shall be endorsed to name the CITY OF TAVARES as additional insured to the extent of the Agreement.

L. The Certificate(s) of Insurance shall designate SPONSOR as certificate holder as follows:

**City of TAVARES**  
**Attention: Bill Neron**

**TAVARES, Florida**

N. The Certificate(s) of Insurance shall indicate that SPONSOR shall be notified at least thirty (30) days in advance of cancellation.

O. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

P. CRAPPIE MASTERS, at the discretion of the Risk Manager for the SPONSOR, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of CRAPPIE MASTERS' liability coverage(s).

1 **Indemnification.** CRAPPIE MASTERS shall indemnify SPONSOR and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CRAPPIE MASTERS under this Contract; or the negligence of CRAPPIE MASTERS in the performance of its duties under this Contract, or any act or omission on the part of CRAPPIE MASTERS, his agents, employees, or servants. CRAPPIE MASTERS shall defend, indemnify, and save harmless SPONSOR or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which SPONSOR or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CRAPPIE MASTERS' duties under this Contract, or through the negligence of CRAPPIE MASTERS in the performance of its duties under this Contract, or through any act or omission on the part of CRAPPIE MASTERS, his agents, employees, or servants.

2 **Codes, Laws, and Regulations .** CRAPPIE MASTERS will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

3 **Permits, Licenses, and Fees.** CRAPPIE MASTERS will obtain and pay for all permits and licenses required by law that are associated with the tournament.

4 **Access to Records .** CRAPPIE MASTERS will maintain accounting records, in

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accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by SPONSOR during CRAPPIE MASTERS' normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

5 **Contingent Fees Prohibited.** CRAPPIE MASTERS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CRAPPIE MASTERS, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CRAPPIE MASTERS any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SPONSOR shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9 **Independent Contractor.** CRAPPIE MASTERS agrees that it is an independent contractor and not an agent, joint venturer, or employee of SPONSOR, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SPONSOR to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SPONSOR to CRAPPIE MASTERS. CRAPPIE MASTERS will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. CRAPPIE MASTERS shall be solely and entirely responsible for its acts during the performance of this Agreement.

6 **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7 **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than CRAPPIE MASTERS and SPONSOR.

8 **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

9 **Contact Person.** The primary contact person under this Agreement for the CRAPPIE MASTERS shall be Paul Alpers. The primary contact person under this Agreement for the SPONSOR shall be Bill Neron.

10 **Disclosure of Conflict:** The CRAPPIE MASTERS has an obligation to disclose to the SPONSOR any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CRAPPIE MASTERS and its duties under this Agreement.

11 **Modifications and Amendments.** This Agreement may be modified or amended only by

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a written document signed by authorized representatives of CRAPPIE MASTERS and SPONSOR.

12 **Entire Agreement.** This constitutes the entire agreement between SPONSOR and CRAPPIE MASTERS and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

13 **Severability Clause.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.

14 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

“SPONSOR”

THE CITY OF TAVARES, FLORIDA

By: \_\_\_\_\_  
    \_\_\_ Mayor / Commissioner

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

APPROVED AS TO FORM:

City Attorney

CRAPPIE MASTERS, INC.

\_\_\_\_\_



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By: Paul Alpers (Signature on file) \_\_\_\_\_

Its: Vice President \_\_\_\_\_

Date: 10-8-2011 \_\_\_\_\_

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**From:** Chandler, Robert [rchandler@lakecountyfl.gov]  
**Sent:** Monday, October 24, 2011 4:35 PM  
**To:** Bill Neron  
**Subject:** RE: FW: Tavares Sponsorship Application for Bass Pro Shop Crappie Masters Tou...

Thanks Bill.

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**From:** Bill Neron [mailto:bneron@tavares.org]  
**Sent:** Monday, October 24, 2011 3:20 PM  
**To:** Chandler, Robert; Bill Neron  
**Cc:** Pafishon@aol.com; 'Crappie Masters-Bobby'  
**Subject:** FW: FW: Tavares Sponsorship Application for Bass Pro Shop Crappie Masters Tou...

Robert:

Below are the answers to Questions 7 – 11 to complete the attached application for TDC Funding.

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**From:** Pafishon@aol.com [mailto:Pafishon@aol.com]  
**Sent:** Monday, October 24, 2011 10:48 AM  
**To:** Bill Neron  
**Cc:** Pafishon@aol.com  
**Subject:** Re: FW: Tavares Sponsorship Application for Bass Pro Shop Crappie Masters Tou...

Bill

here are answers for questions you need answers for.

- 7. room nights blocked - 120
- 8. projected total number of room nights - 420 - 500
- 9. zero nights
- 10 total tax for room nights - 450 x avg room rate of \$65 x 4% =
- 11 list of hotels - Comfort Inn & suites Tavares, FL  
Best Western Tavares FL  
Inn on the Green - Tavares, FL  
Econo Lodge-Mount Dora  
Econo Lodge - Lees Burg, FL

Bill, hope this is everything you want - let me know if you need more info

Paul Alpers

In a message dated 10/24/2011 8:56:48 A.M. Central Daylight Time, [bneron@tavares.org](mailto:bneron@tavares.org) writes:

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**From:** Bill Neron  
**Sent:** Friday, October 21, 2011 2:19 PM  
**To:** 'Crappie Masters-Bobby'; [Pafishon@aol.com](mailto:Pafishon@aol.com)  
**Cc:** Bill Neron; Chandler, Robert  
**Subject:** FW: Tavares Sponsorship Application for Bass Pro Shop Crappie Masters Tournament

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 16, 2011**

**AGENDA TAB NO. 9**

**SUBJECT TITLE: Approval for City to host a Bassmaster Open Series Event at Wooton Park on January 19 – 21, 2012**

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**OBJECTIVE:**

To have City Council approve for the City of Tavares to host in conjunction with Lake County a Bassmaster Open Series Event at Wooton Park on January 19 - 21, 2012.

**SUMMARY:**

Staff has been approached to determine the interest of the City in hosting a Bassmaster Open Series fishing tournament at Wooton Park.

The three day event would attract up to 200 boats and 400 anglers from all over the United States. It will focus on Tavares widespread multi-media attention. The anglers, families, spectators and event organizers and sponsors would visit the Tavares community for approximately five days and stay in area hotels, eat in local restaurants and shop in our area venues.

The estimated cost to host the event is approximately \$30,000 with Lake County TDC funds of up to \$25,000 and City CRA of up to \$5,000 to cover the estimated cash costs. It is anticipated that the City out-of-pocket expenses would be covered by CRA revenues which are already included in the 2011/12 City budget.

The approved TDC event funding application is attached.

Staff is requesting that Council approve the attached contract with B.A.S.S.LLC for the City to host the event.

**OPTIONS:**

1. To approve a motion for the City Council to approve the attached contract with B.A.S.S. LLC for the City to host the Bassmaster Open Series Event at Wooton Park on January 19 - 21, 2012.

2. To not approve the City hosting the Bassmaster Open Series Event at Wooton Park on January 19 – 21, 2012.

**STAFF RECOMMENDATION:**

Staff recommends that the Council moves to approve the attached contract with B.A.S.S. LLC for the City to host the Bassmaster Open Series Event at Wooton Park on January 19 - 21, 2012.

**FISCAL IMPACT:**

It is anticipated that the estimated City out-of-pocket expenditures of \$5,000 will be covered by CRA revenues approved in the City's 2011/12 budget.

**LEGAL CONSIDERATIONS:**

The proposed contract has been reviewed and approved by the City Attorney.

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## BASSMASTER® HOST AGREEMENT

Agreement between The city of Tavares ("Host") located at 201 East Main Street, Tavares, Florida, 32778, and B.A.S.S., LLC, a Delaware limited liability company ("B.A.S.S."), having a mailing address of 2230 2nd Avenue South, Birmingham, Alabama, 35233.

Whereas, B.A.S.S. is in the business of staging fishing tournaments and is desirous of conducting and promoting the 2012 Open Series ("Tournament"), with the Tournament dates of January 19 to January 21, 2012.

Whereas, the parties desire to enter into an agreement detailing the responsibilities in relation to the Tournament.

Now therefore, the parties hereto do hereby agree and covenant as follows:

1. B.A.S.S. shall use commercially reasonable efforts to conduct the Tournament and in connection with the Tournament, B.A.S.S. shall:
  - (a) Stage and be responsible for all expenses incurred in connection with the Tournament (with the exception of those listed below as the Host's responsibility), including the obtaining of all necessary licenses and permits. Provide rules and regulations for the Tournament, and solicit and acquire all entries for the Tournament. Arrange for all assignment of observers and/or co-anglers. Pay the expenses of all personnel specifically engaged by BASS to work in connection with the Tournament.
  - (b) Design, arrange, print and distribute the official schedule of events for the Tournament.
  - (c) Brief, supervise and instruct all workers in connection with the Tournament.
  - (d) List tournament on BASS web page dedicated to tournament trail destinations.
  - (e) Post Tournament results in BASS Times. BASS Times has over 300,000 readers per month.
  - (f) Provide host mentions on site during weigh-in.
  - (g) Provide host official opportunity to welcome anglers at briefing/registration.
  - (h) Ability for host to distribute collateral to anglers regarding the destination.

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- (i) Pre-event stories compiled by and distributed by ESPN Communications Department to national media.
  - (j) Inclusion in 2012 Pro Guide, a special edition of BASSMASTER Magazine which highlights the upcoming ELITE, Open & Classic destinations.
  - (k) B.A.S.S. will list the City of Tavares and Lake County Economic Development and Tourism as the host destination.
2. This section intentionally omitted.
3. Host shall provide and coordinate the following at no cost to B.A.S.S.:
- (a) 49 hotel room nights at a 3-star hotel.
  - (b) Complimentary meeting space for tournament registration, dinner and briefing for up to four hundred fifty (450) people on Wednesday of Tournament week. Briefing room audio/visual requirements are a podium and public address system, complimentary.
  - (c) Complimentary meal for up to four hundred twenty five (425) people on Wednesday, of tournament week. Dinner should include at least one meat, starch, vegetable, dessert and non-alcoholic beverages.
  - (d) Complimentary venue for weigh in.
  - (e) Complimentary overnight security at the weigh in. Hours determined by BASS.
  - (f) Assistance with discounted or complimentary ramp fees.
  - (g) Complimentary install of one DSL line at the weigh in venue.
  - (h) Complimentary electric and water hook ups.
  - (i) Complimentary waste management services, including a large dumpster and assistance with daily clean up.
  - (j) Service yard – a paved area at least 150' x 350', with water hook ups.
  - (k) Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required.
  - (l) Ice delivered to the weigh-in area; amount to be determined by BASS.

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- (m) Emergency personnel with at least American Red Cross First Responder Status.
- (n) Site review expenses for one person for one night to include hotel accommodations if needed to be determined by BASS.
- (o) Bleachers/chairs for spectator seating

Host Fee Sliding Scale Based on Participation

175 boats/350 anglers	to	200 boats/400 anglers & up	\$25,000
150 boats/300 anglers	to	174 boats/348 anglers	\$22,000
125 boats/250 anglers	to	149 boats/298 anglers	\$17,000
100 boats/200 anglers	to	124 boats/248 anglers	\$12,000

4. Host shall pay to B.A.S.S. a host fee based on the below sliding scale. B.A.S.S. will determine host fee based on the number of boaters/anglers at registration on January 18, 2012. Host fee is payable to B.A.S.S., LLC, P.O. Box 890516 Charlotte, NC 28289-0516, Tax ID# 45-0517438. Host fee to be paid to B.A.S.S. prior to January 27, 2012.

5. Unless specifically authorized by B.A.S.S. in each instance, Host shall not have the authority to direct the actions of any B.A.S.S. employee or to bind B.A.S.S. to any agreement with any third party.

6. (a) At no time shall Host set up displays either at any official B.A.S.S. function or in and around the weigh-in area without the prior permission of B.A.S.S.

(b) Host may not sell any merchandise during Tournament dates.

7. Host will be referred to by B.A.S.S. as the host of the Tournament in press releases and in the schedule of events published in B.A.S.S. magazines. Host can not assign, transfer, or sell such sponsorship rights to any other party.

8. Neither party hereto is agent, employee or servant of the other and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

9. REPRESENTATION AND WARRANTIES

(a) The parties hereby warrant and represent that they have full legal rights and authority to enter into this Agreement and to perform their obligations hereunder, and that by entering into this Agreement or performing their obligations hereunder, they are not in default or breach of any contract or agreement with any third party and they

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are not violating or infringing upon the rights of any third party. The parties represent and warrant that they are not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order of the United States, actual or threatened, from entering into this Agreement or carrying out its provisions or the transactions contemplated thereby.

(b) Further, Host represents and warrants that, without B.A.S.S.'s prior written consent: (i) No sign, billboard or other display or announcement for any product or service will be visible or heard at the Site during B.A.S.S.'s coverage of the Tournament except for permanent billboards affixed at the Site for display at all events conducted there (i.e., advertising intended for spectators at the Tournament and not for the television audience); (ii) No sign or banner of any advertiser or sponsor will be placed anywhere at the Site that could be depicted on any television camera during its production or distribution of any Program; and (iii) Notwithstanding any other provision of this subsection, no sign, billboard or other display or public announcement for any television network, distribution service or station, Internet service or portal or any other entity engaged in the business of distributing sports-related audio-video content will be present at the Site during the Tournament.

#### 10. INSURANCE

(a) (i) Host shall, at its sole expense, throughout the performance of its services pursuant to this Agreement and for such additional time as may be specified below, maintain:

(A) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and advertising liability with minimum limits of \$1,000,000 written on an occurrence form basis;

(B) Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting it, additional insureds and B.A.S.S. from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Host services hereunder or from or out of any act or omission of Host, their officers, directors, agents, subcontractors or employees; and

(C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.

(ii) All insurance required in this Section shall be written with companies with a BEST Guide rating of B+ VII or better and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to B.A.S.S.

- (iii) Certificates of insurance (or copies of policies, if required by B.A.S.S.) shall be furnished to B.A.S.S. All insurance required in this Section shall include B.A.S.S., its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation and, Employers Liability. The waiver of subrogation applies to all coverages).
  - (iv) B.A.S.S.'s failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Host or outside third party performing on behalf of Host obligations or the rights of B.A.S.S.
  - (v) The minimum limits of the insurance required in this Section shall in no way limit or diminish Host liability under other provisions of this Agreement.
- (b) (i) B.A.S.S., shall, at its sole expense, throughout the performance of its services pursuant to this Agreement and for such additional time as may be specified below, maintain:
- (A) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and advertising liability (which must be maintained for three (3) years following the end of the Tournament) with minimum limits of \$1,000,000 written on an occurrence form basis;
  - (B) Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting B.A.S.S. and additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of B.A.S.S. services hereunder or from or out of any act or omission of B.A.S.S., their officers, directors, agents, subcontractors or employees; and
  - (C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000. and
- (ii) All insurance required in this Section shall be with companies and on forms acceptable to Host and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Host.
  - (iii) All insurance required in this Section shall be primary and not contributory with regard to any other available insurance to Host, and the officers, commissioners, employees, agent and assigns of Host.

- (iv) All insurance required in this Section shall be written by companies with a BEST Guide rating of B+ VII or better, and licensed to do business in the state of Louisiana.
- (v) Certificates of insurance (or copies of policies, if required by Host) shall be furnished to Host. All insurance required in this Section shall include Host, its commissioners, employees, agents and assigns as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation applies to all coverages).
- (vi) Host's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver to B.A.S.S.'s obligations or the rights of Host.
- (vii) The minimum limits of the insurance required in this Section shall in no way limit or diminish B.A.S.S.'s liability under other provisions of this Agreement.

## 11. INDEMNIFICATION

- (a) To the extent permissible by applicable law, Host shall defend (if required by B.A.S.S. and with counsel selected by B.A.S.S.), indemnify and hold B.A.S.S., its parent company, and any subsidiaries, related and affiliated companies of each, and the officers, directors, members, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of:
  - (i) any act, error, or omission of Host, its sub-consultants or their respective officers, directors, agents, subcontractors, invitees or employees arising out of the fault or negligence of any of the foregoing (and not out of the fault or negligence of B.A.S.S., its parent company, or any subsidiaries, related and affiliated companies of each, or the officers, directors, shareholders, agents, employees and assigns of each) ; and/or
  - (ii) any occupational injury or illness sustained by an employee or agent of Host in furtherance of Host services hereunder; and/or
  - (iii) any failure of Host to perform its services hereunder in accordance with the highest generally accepted professional standards; and/or
  - (iv) any breach of Host representations, warranties or agreements as set forth herein; and/or

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(v) any other failure of Host to comply with any obligation on its part to be performed hereunder; and/or

(vi) the Original Agreement.

(b) To the extent permissible by applicable law, B.A.S.S. shall defend (if required by Host and with counsel selected by Host), indemnify and hold Host, its sub-consultants and any officers, directors, agents, subcontractors, employees or invitees of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of:

(i) any act, error, or omission of B.A.S.S., its parent company, or any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, agents, employees and assigns of each arising out of the fault or negligence of any of the foregoing (and not out of the fault or negligence of Host, its sub-consultants or any officers, directors, agents, subcontractors, employees or invitees of each); and/or

(ii) any occupational injury or illness sustained by an employee or agent of B.A.S.S. in furtherance of B.A.S.S. services hereunder; and/or

(iii) any failure of B.A.S.S. to perform its services hereunder in accordance with the highest generally accepted professional standards; and/or

(iv) any breach of B.A.S.S. representations, warranties or agreements as set forth herein; and/or

(v) any other failure of B.A.S.S. to comply with any obligation on its part to be performed hereunder.

(c) The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims occurring after the expiration or termination of this Agreement as well as while this Agreement is in force.

(d) The party requesting indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") in writing as soon as practicable of a claim for indemnification. The Indemnitor shall afford the Indemnitee the opportunity to participate, at the Indemnitee's expense, in the defense of any such claim; provided however that the Indemnitor shall have the right to control all aspects of the handling of such claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of such claim. Without limiting the generality of the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such claim reached by the Indemnitee, as

CONFIDENTIAL



well as the costs of defending such claim (or reaching a settlement), Notwithstanding the foregoing, a party may not settle or compromise any claim without the prior express written consent of the other party (not to be unreasonably withheld).

(e) Except with respect to indemnification claims, neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement, even if it has been advised of the possibility of such damages.

The provisions of this Section shall survive the expiration or early termination of the Agreement.

## 12. FORCE MAJEURE

Each party shall have the right, at its election, to suspend the performance of this Agreement, or to terminate this Agreement in its entirety, upon written notice to the other, if as a result of an act of God, hurricane, earthquake, flood, lightening, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without the affected party bearing liability hereunder. In the event measures such as closing the vital facilities and or venues related to the tournament as a safety precaution by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") or closing the vital facilities and or venues related to the tournament by OHS in the event of high water, i.e., flooding, these shall be deemed applicable force majeure events. In such event, Host shall not be deemed as forfeiting any monies paid for Tournament. In the event of dangerous water levels, B.A.S.S. shall have the opportunity, if permitted by the Office of Homeland Security, to allow participant anglers to sign waivers acknowledging each has been instructed in boating safety in order to launch and participate in the Tournament,

## 13. REMEDIES

In the event of the failure of either party to perform its material obligations pursuant to this Agreement and failure to cure such breach within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party, the non-breaching party shall have the right, at its election, in addition to any other rights and remedies which it may have in such event, to terminate this Agreement upon written notice to the other and shall thereby be relieved of any and all obligations hereunder.

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14. SEVERABILITY

If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

15. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except by B.A.S.S. to an entity controlling, controlled by or under common control with it or in connection with the disposition of all or substantially all of its assets or business.

16. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Parties superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by all parties by authorized representatives.

17. NOTICES

Any notice required to be sent will be deemed delivered when duly mailed by certified letter, return receipt requested to the respective parties at the following addresses (or as may be changed from time to time by written notice sent certified mail, return receipt requested):

For Host:

For B.A.S.S.:

B.A.S.S., LLC  
2230 2nd Avenue South  
Birmingham, Alabama, 35233  
Attention: Stan Logan



CONFIDENTIAL

18. CONFIDENTIALITY

The terms of this Agreement are confidential and may only be disclosed to those employees, agents and contractors of Host who need to the terms hereof for the performance Host's duties or obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

HOST

B.A.S.S., LLC

\_\_\_\_\_

\_\_\_\_\_

**LAKE COUNTY TOURIST DEVELOPMENT  
SPONSORSHIP FUNDING APPLICATION**

**A. General**

1. Name of Event BASSMASTER OPEN SERIES FISHING TOURNAMENT
2. Location/Date/Time WOOTON PARK, TAVARES, JAN. 19 - 21,2012
3. Name, purpose and mission of the submitting organization:  
BASSMASTER HOLDS A VARIETY OF FISHING TOURNAMENTS  
THROUGHOUT THE U.S. TO PROMOTE COMPETITIVE PROFESSIONAL  
BASS FISHING.
4. Tax Status of the submitting organization (for profit or non-profit) MUNICIPAL GOVT.
5. Contact Person & Title BILL NERON, DIRECTOR OF ECONOMIC DEVELOPMENT
6. Address: 201 EAST MAIN STREET, TAVARES, FL 32778  
Phone(s): 352 -742-6402 DIRECT 352-516-4418 CELL Fax: 352-742-6351  
E-mail: BNERON@TAVARES.ORG Web-site WWW.TAVARES.ORG
7. How long has the organization been operating in Lake County? SINCE 1880'S
8. Is this a first year event? NO If not, how many years has this event taken place  
in Lake County? CITY HAS HOSTED 3 OTHER BASSMASTER EVENTS SINCE 2007  
Are plans being made to have the event in Lake County again next year? POTENTIALLY

**B. Proposal submission must have the following:**

1. Submit a brief narrative of the event and describe in detail the purpose for which  
your organization is seeking tourist development tax funds:  
BASSMASTER EXPECTS TO ATTRACT UP TO 200 BOATS AND 400 ANGLERS  
FOR A THREE DAY TOURNAMENT. HOST FEES ARE BASED ON A SLIDING SCALE  
PER THE ATTACHED CONTRACT. THERE WILL ALSO BE FUNDS NEEDED  
TO RENT MEETING SPACE FOR KICK-OFF MEETING, ONE MEAL FOR THE  
ANGLERS PLUS OTHER EXPENSES NOT TO EXCEED A TDC CONTRIBUTION OF \$25K.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Advertising  | <input checked="" type="checkbox"/> Promotional Materials |
| <input type="checkbox"/> Compensation to Workers | <input type="checkbox"/> Other <u>EVENT EXPENSES</u>      |
| <input type="checkbox"/> Emergency Services      |   |
| <input type="checkbox"/> Entry Fees              |   |

2. Outline of the marketing plan for event: SEE SECTION 1(B)-(K) OF ATTACHED AGREEMENT.

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3. Amount Requested: UP TO \$25,000 Start & End Dates JAN. 19-21,2012

4. Who is managing the event, registration, hotel negotiations, host hotel, activities?  
Name: MICHAEL MULLONE, DIRECTOR, EVENT PARTNERSHIPS, B.A.S.S. LLC  
Phone(s): 863-839-4905 MMULLONE@BASSMASTER.COM

5. List additional sponsors/partners: BASSMASTER HAS A HOST OF BOATING, BOAT ENGINE, TRUCK AND FISHING RELATED PRODUCT SPONSORS

---

6. Number of Vendors: 10 Local 3 Out of County 7

7. How many room nights have been blocked out from hotel(s) for the event 0 <sup>0 IN BLOCK</sup> ?

8. Projected total number of room nights: 2100

9. Will any of the event participants be exempt from bed tax? NO. If so, what number of room nights will be exempt? \_\_\_\_\_

10. Total taxable room nights 2100 X average room rate \$ 70 X 4% = \$ \$5,880

11. List Host Hotel(s) committed and contact person for each hotel:

- 1) Hotel: ANGLERS BOOK THEIR OWN ROOMS Contact: \_\_\_\_\_
- 2) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 3) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 4) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_
- 5) Hotel: \_\_\_\_\_ Contact: \_\_\_\_\_

12. Projected total number of attendees: Local 30 Out of County 180

Out of State 180

13. Will you/can you provide a list of attendees and email addresses for Lake County use for marketing purposes?

YES

14. Will your event charge an entry fee, admission fee, parking fee, etc.? YES If yes to any of these please list:

TOURNAMENT ENTRY FEE FOR ANGLERS

15. Describe what steps have been taken or will be taken to reach out and bring in new attendees, and increase overnight stays.

COVERAGE IN BASSMASTER MAGAZINE, B.A.S.S. TIMES, AS WELL AS NATIONAL MEDIA. PRESS RELEASES FROM B.A.S.S. LIVE VIDEO STREAMING ON BASSMASTER.COM.

16. Will the event be televised? LIVE VIDEO STREAMING ON BASSMASTER.COM

If so, explain how: \_\_\_\_\_

17. Will this event offer spouse/family activities as part of the program? \_\_\_\_\_

If so, please list. CITY WILL PROMOTE TAVARES DOWNTOWN RELATED ACTIVITIES - SEAPLANE RIDES, TRAIN RIDES AND ECO-TOURISM BOAT TOURS.

**C. Budget** – Submit the budget for your event.

**D. Agenda/schedule for Event** – Submit a detailed agenda or schedule of activities to be held during this event.

**E. Signature**

CITY OF TAVARES  
Applicant's Organization

BILL NERON, DIRECTOR OF ECONOMIC DEVELOPMENT  
Name and Title of person authorized to sign the application

Bill Neron  
Signature

10/24/11  
Date

**F. Funding Determination**

Approved Sponsorship in amount of \$ \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request Disapproved

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Scott Blankenship

\_\_\_\_\_  
Date

AND/OR

\_\_\_\_\_  
Darren S. Gray, County Manager

\_\_\_\_\_  
Date

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: November 16, 2011**

**AGENDA TAB NO. 10**

**SUBJECT TITLE: Request to Approve Contract with Settled Solids Management, Inc.**

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**OBJECTIVE:** To consider the approval of a contract with Settled Solids Management, Inc in the amount of \$19,278.65 for the cleaning and removal of Grit, Rags, and Debris from the Train 2 Tank of the Wastewater Treatment Facility.

**SUMMARY:**

In 2005 the new upgrades were completed at Woodlea Road Facility and the new Train #2 went into operation and train #1 came off line. The flows were starting to increase and the regulatory parameters of the process control were getting higher. Going online with number 2 enabled the process to get consistent and remain below the threshold of the requirements. The new screening system was a major addition to the process and this kept the TSS parameter low which enabled us to produce a good quality effluent to recharge the aquifer. Preventive needed to take place on this equipment and with the recent completion of the upgrades to the old plant that has taken 4 years, it was time to empty Train 2 and get it cleaned, but also to see what train 1 was capable of doing, as to, amount of flow and ability to call it a redundant system. We solicited 3 quotes from specialized qualified contractors for this work. The quotes were as listed:

Shelley's Environmental - \$27,415.40  
Vision Enviro Services - \$22,950.00  
Settled Solids Management, Inc - \$19,278.65

Settled Solids was selected because of their 26 years of doing this type of work with a good track record for completing the work on time and they were the lowest bidder.

**OPTIONS:**

1. **Move to Approve** the Contract with Settled Solids in the amount of \$ 19,278.65
2. Do not **Approve** the Contract with Settled Solids in the amount of \$ 19,278.65

**STAFF RECOMMENDATION:**

**Move to Approve** the Contract with Settled Solids in the amount of \$ 19,278.65

**FISCAL IMPACT:**

Funding Source: Sufficient Funding is available in FY 2011-2012 Adopted Budget Line Item 401—3501.535 34-10 - \$5,000 and \$14,278.65 that is marked "Residual Disposal as required by FDEP"

**LEGAL SUFFICIENCY:** This meets legal sufficiency



## MEMORANDUM

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TO: Brad Hayes, Utility Director  
FROM: Phil Clark, WWTP Supervisor   
DATE: October 13, 2011  
RE: Treatment Train # 2 Cleaning

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Brad,

As you know we have removed treatment train # 2 oxy ditch from service and drained. It has been in continuous service for 6 years.

There is about 80 cubic yards of sand, grit and debris in the tank. I have received 3 quotes to clean and properly dispose of what is removed from the tanks. The apparent low bidder is Settled Solids Management in the amount of \$19,278.65.

I recommend this be awarded to the low bidder.

Funds are available in account # 535.34-10. \$5,000 coming from line item identified as "Dispose of Sand, Grit, Rags & Debris from Tanks" and the remaining \$14,278.65 of funds coming from the line item identified as "Residual Disposal as Required by DEP"

*OK*  
*APSA*



### UTILITIES DEPARTMENT

2770 WOODLEA RD. TAVARES, FL 32778  
(352) 742-6462 FAX: (352) 742-6110

### Purchase Order Request

**PURCHASE ORDER NUMBER**

\_\_\_\_\_

DATE: 10/12/11

VENDOR: Settled Solids Management Inc.

ADDRESS PO Box 470800 Lake Monroe Fl. 32747-0800  
(street) (City) (state) (zip)

#### CHARGE TO

DIVISION: Wastewater Plant ACCOUNT: 535.34-10

AMOUNT: 19,278.65

Quantity	Description	Unit Price	Total
1	Clean Treatment Train Tanks		19,278.65
			0.00
			0.00
		Subtotal	0.00
		Total	19,278.65

*Billie J. Clark*  
\_\_\_\_\_  
Supervisor's Approval

**REQUISITION NUMBER**

\_\_\_\_\_

Description of Services/Products: Tanks need cleaning and have been in service 6 years continious

\_\_\_\_\_

\_\_\_\_\_

PO Finalized: \_\_\_\_\_

## WWTP Tank Cleaning Quotes 2011

Shelley's Environmental	\$27,415.40	
Vision Enviro Services	\$22,950.00	
Settled Solids	\$19,278.65	***

\*\*\* Recommend that Settles Solids (low bid) be awarded job



PO Box 470800, Lake Monroe, FL 32747-0800  
(407) 322-0330 (866) 322-0330 Fax (407) 302-1857

**Proposal**  
**City of Tavares, Woodlea WRF**  
**2770 Woodlea Road., Tavares, FL 32778**  
**Mr. Phillip Clark, Plant Supervisor- Email-pclark@tavares.org**  
**Ph. (352) 742-6225 \* Cell (352) 516-7519 \* Fax (352) 742-6110**

**September 28, 2011**

**Proposed Scope of Project Services:**

**Scope of Work:**

- Remove the accumulated sand and grit from one (1) oxidation ditch and two (2) anox tanks, and remove the rags from two (2) mixers in the oxidation ditch.
- All tanks are currently drained and will remain so throughout the cleaning process.
- The extracted sand, grit and rags will be loaded directly into trucks provided by Settled Solids Management, and hauled to Shelley's Environmental for final disposal.
- The customer assumes all responsibility for permits and analysis as may be required by regulatory authorities.
- This proposal excludes services to other equipment in the facilities.
- All work will be performed in a timely and professional manner.

**NOTE:** The customer's signature on the Final Inspection Sheet is mandatory in order to consider a project to be completed.

**The intent of this is to guarantee customer satisfaction.**

## Cost Proposal

### Cost of Proposed Services:

Removal of sand, grit and rags  
(includes hauling and disposal,  
verified by landfill scale tickets)

\$19,278.65

### Payment Terms:

Total Amount Due Upon Completion of Project.  
Net 30 Days

VISA, Mastercard and American Express Accepted. (Please add 6% to above total.)

A copy of Settled Solids Management, Inc. Scope of Project Services Terms and Conditions is attached hereto and by this reference made a part hereof.

Accepted:

\_\_\_\_\_  
for: City of Tavares sign

\_\_\_\_\_  
print

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

*Jerry Mims*

\_\_\_\_\_  
for: Settled Solids Management, Inc. sign

\_\_\_\_\_  
Jerry Mims President

\_\_\_\_\_  
print

Date: September 28, 2011



**SETTLED SOLIDS MANAGEMENT, INC.**  
**SCOPE OF PROJECT SERVICES TERMS AND CONDITIONS**

**September 28, 2011**

THIS AGREEMENT made this 28th day of September 2011, between City of Tavares, hereinafter referred to as "CUSTOMER" at 2770 Woodlea Road, PO Box 1068, Tavares, FL 32778 and Settled Solids Management, Inc., PO Box 470800, Lake Monroe, FL 32747-0800.

WHEREAS, Settled Solids Management, Inc. (SSMI) has submitted Proposal to customer specifying the Scope of Project Services and after having reviewed same, customer accepts the proposal and agrees to the cost thereof, the parties agree to the following Terms and Conditions:

**1.0 COMPENSATION**

- 1.1 Customer agrees to pay SSMI for the Scope of Services contained in proposal.
- 1.2 SSMI will invoice customer upon project completion unless stated differently in section 7.
- 1.3 All invoices are due upon presentation and are past due after 30 days. All past due invoices are subject to service charge of 1½% (one and one half percent) per month (18% per annum) on the outstanding balance.
- 1.4 All costs of collection of past due accounts, including attorneys fees, shall be paid by customer; venue for any legal proceedings shall be in the county and state where the jobsite/facility is located.
- 1.5 Customer shall remit payment to: Settled Solids Management, Inc., PO Box 470800, Lake Monroe, FL 32747-0800.

**2.0 SSMI WARRANTY AND LIMITATION OF LIABILITY**

- 2.1 SSMI shall perform the services contained in the Scope of Project Services, using our patented process, in a professional manner and with the degree of care and skill ordinarily exercised under similar circumstances, with generally accepted industry standards. SSMI will conform to all local, State and Federal regulations.
- 2.2 SSMI will not be liable for any special, indirect, incidental or consequential loss or damages.
- 2.3 The remedies set forth herein are exclusive and the total liability of SSMI under this agreement including negligence or otherwise, arising out of, connected with or resulting from services provided under this agreement shall not exceed the total fees for the services paid by the customer or \$50,000.00 U.S., whichever is less. Subcontract costs are not defined as fees for service under this agreement.

**3.0 CUSTOMER REPRESENTATIONS**

- 3.1 Customer represents that sufficient funds are available or will be available in a timely manner to make payment to SSMI of all submitted invoices.
- 3.2 Customer will provide SSMI personnel and subcontractors with right to entry to the site, and all available data pertaining to site characteristics, if required, i.e., soil reports, previous environmental studies, utility locations, surveys and other documents relating to the site, where applicable.
- 3.3 Customer represents he/she holds clear title to any and all waste products to be treated or removed from the site and is under no legal restraint prohibiting such removal or treatment.

**4.0 CHANGES IN THE SCOPE OF SERVICES**

- 4.1 Additional services requested by customer may be provided by SSMI and will be billed according to the current SSMI fee schedule plus reimbursable expenses. If additional work requires SSMI to employ subcontractors (i.e. trucks, laborers, equipment), that work will be billed at cost plus 25%.



- 4.2 Request for additional work or services shall not invalidate this agreement, but will be considered as additional work or services required and billed accordingly. The terms and conditions included in this agreement will apply to any additional work requested.
- 4.3 If accumulated solids are greater than the estimated volumes reported by the plant management, the price would increase accordingly.

**5.0 TERMINATION/VALIDITY**

- 5.1 This agreement may be terminated, postponed or rescheduled by either party. Notification must be in writing at least ten (10) days prior to work start date. In the event the defaulting party corrects the problem(s) within thirty (30) days, this agreement may be reinstated. In the event of termination, SSMI will be paid a termination fee of 10% of the contract amount. In the event of re-scheduling before thirty (30) days, no charges will be imposed.

**6.0 FORCE MAJEURE**

- 6.1 Should completion of any of the services be delayed for causes beyond the control of or without the fault or negligence of SSMI, including Force Majeure, the time for performance shall be extended for a period equal to the delay. Force Majeure includes, but is not restricted to, acts of God or the public enemy, acts of the government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of client's contractors or agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes and unusually severe weather.

**7.0 WORK STOPPAGE OR DELAY**

- 7.1 If, after starting the project, through no fault of SSMI, the project is stopped or delayed by conditions caused by the customer not covered under Section 6.0, SSMI is to be paid at the rate of \$300.00 per hour for each hour it is not allowed to work and its equipment remains on site. This charge shall be in addition to the dollar amount of this contract. SSMI will submit a change order to the customer for the additional charges. Payment of these additional charges shall be in accordance with Section I of these Terms and Conditions.

**8.0 DEFINITIONS OF TERMINOLOGY USED IN THIS CONTRACT**

- Accumulated Mass** - undisturbed material combined as one mass displacing volume.
- Sand & Grit** - Silica and non-biodegradable solids as part of the displaced volume.
- Rags** - Various fibers, hair, lint and fabric that collect as balls or ropes and attach to obstacles.
- Solids** - Pertaining to collected material smaller than 3" in diameter.
- Biomass** - Live and dead bacteria kept in suspension with the liquid.
- Polymerized Sludge** - Wet pasty sometimes gel-like substance mixed with fine sand.

**This agreement and its attachments represent the entire agreement between the parties hereto.**

**IN WITNESS WHEREOF** the undersigned certifies that he/she accepts this proposal and the terms and conditions herein as a contract and that he/she is duly authorized to execute this agreement.

**City of Tavares**

**Settled Solids Management, Inc.**

By: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: Jerry Mims  
 Print: Jerry Mims President  
 Date: September 28, 2011





- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
  3. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
  4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.
  5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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**CG 20 10 11 85**

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

3. If the additional insured is:
  - (a) An individual, their spouse is also an additional insured.
  - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
  - (c) A limited liability company, members and managers are also additional insureds.
  - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
  - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
  - (a) Premises you own, rent, lease, or occupy, or
  - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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# ***VISION ENVIRO SERVICES, LLC***

## ***TANK AND PIPE CLEANING***

09.27.2011

### **Proposal # 505-09272011**

City of Tavares, FL  
c/o Phillip Clark  
2770 Woodlea Road, Tavares, FL. 327713

#### Scope of Services

Aeration Basin inspected by Rod Grant and Phil Clark

By means of Vision Enviro specialty separation equipment, pumps, and trained personnel approximately 100 cubic yards of sand, grit, and debris will be removed, separated from water, and transported to a licensed disposal facility. Contents of tank will be pumped to our separation boxes where the sand, grit, and debris will be captured and separated from the water and biomass. The resulting water will be returned back to the facility for further processing. The remaining sand, grit, and debris will be decanted and transported to the disposal facility.

#### Cost of Services

Mobilization/Demobilization	2500.00
Cleaning/Transport/Disposal	<u>20450.00</u>
Total	22950.00

Requirements - Water Source - (2) 2" hose  
Staging Area in close proximity to tank

Proposal Valid For 60 Days

# ***VISION ENVIRO SERVICES, LLC***

## ***TANK AND PIPE CLEANING***

09.27.2011

### **Proposal # 505-09272011**

City of Tavares, FL  
c/o Phillip Clark  
2770 Woodlea Road, Tavares, FL. 327713

#### Scope of Services

Aeration Basin inspected by Rod Grant and Phil Clark

By means of Vision Enviro specialty separation equipment, pumps, and trained personnel approximately 100 cubic yards of sand, grit, and debris will be removed, separated from water, and transported to a licensed disposal facility. Contents of tank will be pumped to our separation boxes where the sand, grit, and debris will be captured and separated from the water and biomass. The resulting water will be returned back to the facility for further processing. The remaining sand, grit, and debris will be decanted and transported to the disposal facility.

#### Cost of Services

Mobilization/Demobilization	2500.00
Cleaning/Transport/Disposal	<u>20450.00</u>
Total	<u>22950.00</u>

Requirements - Water Source - (2) 2" hose  
Staging Area in close proximity to tank

Proposal Valid For 60 Days

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611 WOODFORD DRIVE, DEBARY, FL.32713  
TEL - 386.561.8082 FAX - 386.561.9075  
VISIONENVIRO.NET

# Shelley's Environmental Systems

P. O. Box 249 - Zellwood, Florida 32798-0249

(407) 889-8042 \* Fax (407) 889-4408

Estimated

80 ton  
⊙ \$ 60.00/ton  
= \$ 4800.00  
Shelley's total  
= \$ 27,415.40

October 7, 2011

Mr. Philip Clark  
City of Tavares  
2770 Woodlea Road  
Tavares, FL 32778

## Proposal/Contract

Dear Mr. Clark:

This proposal is submitted for the removal and disposal of sand and grit from an oxidation ditch and two anox tanks, plus remove the rags from the oxidation ditch.

For purposes of identification, the City of Tavares will be referred to as "Owner" and Shelley's Environmental Systems will be referred to as "Contractor."

1. The Contractor will provide removal equipment, trucks, labor, fuel, pumps, hoses and fittings to remove, transport and dispose of sand and grit and rags.
2. All of the Contractor's employees will be covered by workmen's compensation insurance.
3. All of the Contractor's trucks and equipment will be properly insured, licensed and permitted.
4. The price for the above labor will be \$22,615.40 and \$60.00 per ton to transport and dispose.
5. The Contractor will invoice the Owner upon completion job, with payment due upon receipt of invoice.

Please contact me with any questions at 407-889-8042.

Sincerely,



Rick Donohue  
Operations Manager

## AGREEMENT



Shelley's Environmental Systems

City of Tavares

By:

Date

Richard F. Donohue 10/10/11

By:

Date

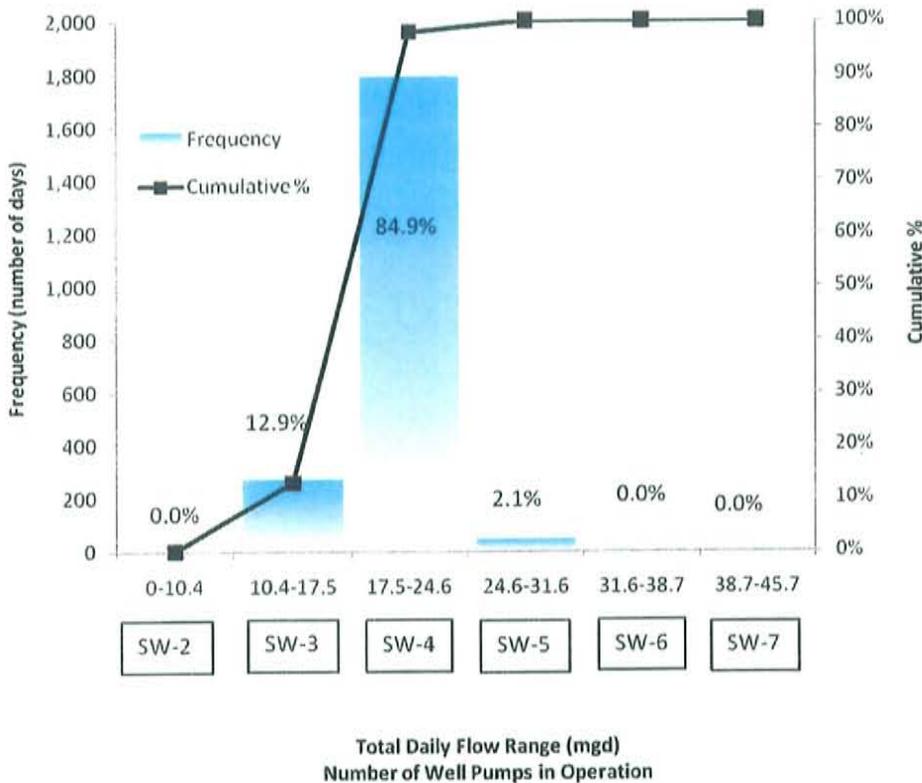


Figure 4 - Southwest WTP - Historical Flow Frequency Histogram

Continued from page 14

multiplied by plant flow design values to obtain ozone production trends. For the OUC plants, the applied ozone dose for each plant can be calculated using the following factors:

- OSD ratio of 4:1, which was the design basis for the original design of the OUC ozone systems, and recently confirmed through ozone demand testing at the Conway, Pine Hills, and Navy WTPs (see Table II).
- Hydrogen sulfide concentration measurements in the well field supplies for each plant, which ranged from a minimum value of 0.4 mg/L at Pine Hills to a maximum value of 3.7 mg/L at Conway.
- Mass transfer efficiency (MTE) of 96 percent, based on guaranteed values for a side-stream injection ozone dissolution system.

For each plant, the ozone production rate "operating envelope" was calculated by multiplying historical plant flows for the five-year operating period by the minimum hydrogen sulfide concentration and 4:1 OSD ratio, and the design plant flows by the maximum hydrogen sulfide concentration and 4:1 OSD ratio. These data were then plotted on an ozone production frequency diagram, as discussed below. These conservative design values were selected to provide a wide operating envelope to define the ozone generator turn-down requirements for each plant.

## GOT SAND & GRIT PROBLEMS?

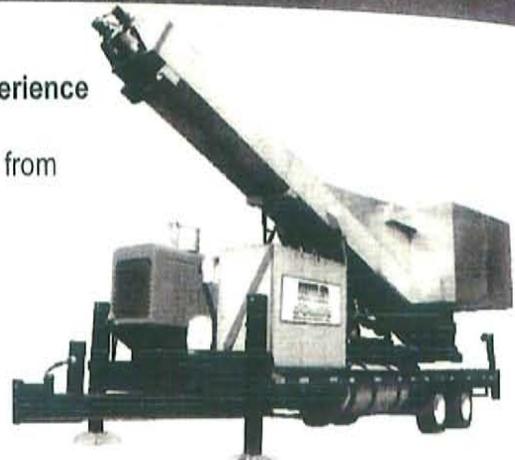
We offer a wide range of cleaning services with over 25 years experience to meet your needs, including the Vertical Grit Separator (VGS). The VGS is a patented, portable degritter that removes sand and grit from wastewater treatment facilities while the plant stays in operation.

### Specializing in:

- Aeration Basins/ Fine-Air Diffuser Systems
- Oxidation Ditches
- Anox Basins
- Digesters
- Filter Media Rehab
- Deep Lift Stations
- Total Tank Clean-out



Achieve greater effluent efficiency and lower operational costs by restoring the plant's volume to original design



Visit us at our website:

[www.settledsolids.net](http://www.settledsolids.net)

Ph. 866-322-0330

Fax 407-302-1857

Email: [setsol@settledsolids.net](mailto:setsol@settledsolids.net)

"Protecting Tomorrow's Environment Today"

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: NOVEMBER 16, 2011**

**AGENDA TAB NO. 11**

**SUBJECT TITLE: 2012 UNITED STATES DEPARTMENT OF JUSTICE –  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
DIRECT FOR POLICE RESERVE PROGRAM EQUIPMENT**

---

**OBJECTIVE:**

To consider the request to apply for and accept funding from the 2012 United States Department of Justice – Edward Byrne Memorial Justice Assistance Grant (JAG) Direct for Police Reserve Program Equipment in the amount of \$1,919.

**SUMMARY:**

The U.S. Department of Justice will be dispersing Edward Byrne Memorial Justice Assistance (JAG) Direct funds through a reimbursable grant. The allotment for the City of Tavares is \$1,919. This funding will be used to purchase equipment for the Reserve Program for the Tavares Police Department.

**OPTIONS:**

- 1) Apply and accept U.S. Department of Justice – Edward Byrne Memorial Justice Assistance Grant (JAG) Direct funding in the amount of \$1,919.
- 2) Do not apply for the grant

**STAFF RECOMMENDATION:**

Move to apply for the U.S. Department of Justice –Edward Byrne Memorial Justice Assistance Grant (JAG) Direct.

**FISCAL IMPACT:**

100% reimbursable grant with no match requirement

**LEGAL SUFFICIENCY:**

This has met legal sufficiency.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
NOVEMBER 16, 2011**

**AGENDA TAB NO. 12**

**FIRST READING**

**SUBJECT TITLE: Ordinance 2011-13  
Waiving of Building Permit Fees for Commercial Renovations for  
ADA Compliance**

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**OBJECTIVE:**

To amend Chapter 24, Section 24 E, of the City of Tavares Land Development Regulations to allow permit fee exemptions for commercial permits for construction and/or modifications to remove architectural barriers to access and improve access for persons with mobility impairments.

**SUMMARY:**

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive rights and protections to individuals with physical and mental disabilities. The goal of the ADA is to guarantee equality of opportunity, full participation, independent living and economic self-sufficiency for all disabled persons.

Title III of the Americans with Disabilities Act (ADA) requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with accessibility standards. Frequently, when a building undergoes a change of use, extensive modifications are required to comply with these standards. The City of Tavares recognizes ADA accessibility as a quality of life enhancement as well as a Federal regulation and would like to further encourage increased ADA accessibility by waiving the building permit fee for certain modifications conducted to remove architectural barriers to access for disabled persons.

**OPTIONS:**

No Council action required at First Reading.

**STAFF RECOMMENDATION:**

At Second Reading, staff will recommend that Council moves to approve Ordinance 2011-13.

**FISCAL IMPACT:**

The fiscal impact associated with this agenda item would be the reduction of permit fees collected for ADA accessibility modifications at a rate of one per commercial property per fiscal year.

**LEGAL SUFFICIENCY:**

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

ORDINANCE 2011-13

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS; BY AMENDING CHAPTER 24, SECTION-24E, PERMIT FEE EXEMPTIONS TO ALLOW A PERMIT FEE EXEMPTION FOR MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS TO REMOVE ARCHITECTURAL BARRIERS TO ACCESS AND IMPROVE ACCESS FOR PERSONS WITH MOBILITY IMPAIRMENTS, INCLUDING BUT NOT LIMITED TO RAMPS AND BATHROOM RENOVATIONS PROVIDED THAT SUCH STRUCTURES COMPLY WITH STATE AND/OR FEDERAL REGULATIONS WHEN APPLICABLE, SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Americans with Disabilities Act of 1990 (" ADA"), 42 U.S.C. Section 12181 (a), provides, among other things, that "no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation,"; and,

WHEREAS, the City of Tavares has taken several steps and committed to continue to take action to increase accessibility to its municipal services and programs to disabled City residents and visitors alike; therefore;

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

Section 1. Text Amendments

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

(E) Permit Fee Exemption.

1. Upon receipt of a written request, the Building Official may exempt construction valued at less than \$2,500 for minor work and sheds of 250 square feet or less in size for the owner-occupant of a home (one exemption per property per year). At least one inspection and code compliance is required.

1 2. Upon receipt of a written request, the Building Official or his/her designee shall exempt permit fees for  
2 modifications to existing commercial buildings or places of public accommodation where such  
3 modifications are related to removing architectural barriers to access and improving access for persons  
4 with mobility impairments, including but not limited to ramps and bathroom renovations. Request letters  
5 must substantiate that the cost of the eligible modification constitutes seventy-five percent of the total  
6 project construction cost. The permit fee exemption shall be limited to one exemption per property per  
7 fiscal year. At least one inspection and code compliance is required.

8  
9 **Section 2. Severability and Conflicts**

10 The provisions of this ordinance are severable and it is the intention of the City Council of  
11 Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of  
12 competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the  
13 decision of such court shall not impair any remaining provisions of this ordinance.  
14

15  
16 **Section 3. Effective Date**

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

19  
20 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011 by the City Council of the  
21 City of Tavares, Florida.

22 \_\_\_\_\_  
23 Robert Wolfe, Mayor  
24 Tavares City Council  
25

26 First Reading: \_\_\_\_\_

27  
28 Second Reading: \_\_\_\_\_

29  
30 ATTEST:

31  
32 \_\_\_\_\_  
33 Nancy A. Barnett, City Clerk

34  
35 Approved as to form:

36  
37  
38 \_\_\_\_\_  
39 Robert Q. Williams, City Attorney

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## AGENDA



### **City of Tavares Planning and Zoning Board November 17, 2011 -- 3 P.M. Tavares Council Chambers**

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- I. **Approval of Minutes**  
Approval of September 22, 2011 Planning & Zoning Board Minutes
  
- II. **Swearing in by City Attorney and Disclosure of Exparte Contacts**
  
- III. **Public Hearings**
  1. Children's House of Learning – Special Use Permit (Child Care Center)  
**Recommendation on Resolution 2011-25**
  
  2. Land Development Regulations Amendment – Chap 8 Table 8-2  
**Recommendation on Ordinance 2011-14**
  
- IV. **Other Business**
  
- V. **Adjournment**