

**AGENDA
TAVARES CITY COUNCIL**

January 18, 2012
4:00 P.M.

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Greg Watts, Liberty Baptist Church

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting - December 21, 2011

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Certificate of Achievement for Excellence in Financial Reporting for FY 2010 Mayor Wolfe

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS Nancy Barnett

VIII. CONSENT AGENDA

Tab 3) Approval of Mutual Appointment to Police Pension Board Stoney Lubins

Tab 4) Approval of Ranking of Engineering Design Services for Phase 1 of Lake Frances Sewer System Brad Hayes

XIV. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

RESOLUTIONS

Tab 5) Resolution #2012-01 – Hartford Pension Plan Amendment Lori Houghton

XV. GENERAL GOVERNMENT

Tab 6) Approval of Contract for FDOT Required Engineering Study for Golf Cart Crossing of State Roads in Tavares John Drury

Tab 7) Change Order to BESH Contract for Engineering Services to Reconstruct Historic Train Station Bill Neron

Tab 8) Change Order to Emmett Sapp Construction at Risk Contract to Reconstruct Historic Train Station Bill Neron

Tab 9) Facility Use & Fee Policy for Commercial and Non-Commercial Use – Draft for Discussion Tamme Rogers

Tab 10) Developer's Agreement with Roger Kooser for Alleyway Improvements Chris Thompson

Tab 11) Approval of Contract with Utility Metering Solutions & and Purchase of Metering Equipment from Sunstate Meter and Supply to Complete City Wide Metering & Backflow Devices Program Brad Hayes

Tab 12) Request to Hold 5K Run in Wooton Park for Fundraiser Bill Neron

Tab 13) Contract with Air Boss for 2012 Air Show Bill Neron

Tab 14) Acceptance of Grant from FDEP for Stormwater Improvements in the Downtown Brad Hayes

XVI. OLD BUSINESS

Tab 15) Report on Options for Imperial Terrace Todd Way Cul de Sac Chris Thompson

XVII. NEW BUSINESS

XVIII. AUDIENCE TO BE HEARD

XIX. REPORTS

Tab 16) City Administrator

John Drury

Tab 17) Council Reports

City Councilmembers

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

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

The Language of Local Government

Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

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

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

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

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

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

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

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

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

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

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

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

non-conforming – A use which does not comply with present zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

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

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

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

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

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

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

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

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

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

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

**CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
DECEMBER 21, 2011
CITY COUNCIL CHAMBERS
4:00 p.m.**

COUNCILMEMBERS PRESENT

ABSENT

Robert Wolfe, Mayor
Sandy Gamble, Councilmember
Lori Pfister, Councilmember
Kirby Smith, Councilmember

Bob Grenier, Vice Mayor

STAFF PRESENT

Lori Houghton, Finance Director/Acting City Administrator
Robert Q. Williams, City Attorney
Nancy Barnett, City Clerk
Chief Stoney Lubins, Police Department
Chief Richard Keith, Fire Department
Brad Hayes, Utility Director
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

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

III. APPROVAL OF AGENDA

MOTION

Kirby Smith moved, to approve the agenda, seconded by Sandy Gamble. The motion carried unanimously 4-0.

IV. APPROVAL OF MINUTES

Tab 2) Approval of Minutes from the December 7, 2011 City Council Meeting

1 **MOTION**

2
3 **Sandy Gamble moved to approve the minutes of December 7, 2011, as submitted**
4 **seconded by Kirby Smith. The motion carried unanimously 4-0.**

5
6 **V. PROCLAMATIONS/PRESENTATIONS**

7
8 **None**

9
10 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

11
12 **Attorney Williams stated there are no ex-parte communication issues or quasi-judicial hearings.**

13
14 **VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

15
16 **Ms. Barnett read the following ordinances and resolutions into the record by title only:**

17
18 **ORDINANCE 2011-14**

19
20 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE**
21 **FOLLOWING SECTIONS OF THE CITY LAND DEVELOPMENT**
22 **REGULATIONS; CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES,**
23 **AND ASSOCIATED NOTES; SUBJECT TO THE RULES, REGULATIONS AND**
24 **OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL;**
25 **PROVIDING AN EFFECTIVE DATE.**

26
27 **ORDINANCE 2011-15**

28
29 **AN ORDINANCE AMENDING ORDINANCE 2010-22 OF THE CITY OF**
30 **TAVARES, FLORIDA PERTAINING TO THE WAIVER OF IMPACT FEES;**
31 **EXTENDING THE WAIVER TO JUNE 30, 2012; AND PROVIDING FOR AN**
32 **EFFECTIVE DATE.**

33
34 **RESOLUTION 2011 – 22**

35
36 **A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A**
37 **MASTER LEASE AGREEMENT, AN ESCROW AGREEMENT, AND RELATED**
38 **INSTRUCTIONS, AND DETERMINING OTHER MATTERS IN CONJUNCTION**
39 **THEREWITH.**

40
41 **VIII. CONSENT AGENDA**

42
43 **Mayor Wolfe asked if anyone in the audience opposed any item on the Consent Agenda.**

44
45 **Councilmember Gamble asked to pull Tab 2 for a question.**

46
47 **MOTION**

1
2 **Sandy Gamble moved to approve the Consent Agenda Tabs 3 and 4 [Acceptance of Grant**
3 **from Emergency Management Services for Grant for Kayaks and Second Amendment to**
4 **Interlocal Agreement with Lake County – Extension of Agreement to December 2012],**
5 **seconded by Kirby Smith. The motion carried unanimously 4-0.**

6
7 **Tab 2) Acceptance of Grant for Floating Boat Dock for Tavares Recreation Park**

8
9 Councilmember Gamble asked for clarification on the fiscal impact. Ms. Houghton said the
10 amount is a carry forward in this year's budget. The carry forwards will come back to Council for
11 approval in January.

12
13 **MOTION**

14
15 **Sandy Gamble moved to approve Tab 2, Acceptance of Grant for Floating Dock for**
16 **Tavares Recreation Park, seconded by Kirby Smith. The motion carried unanimously 4-0.**

17
18 **IX. ORDINANCES/RESOLUTIONS**

19
20 **Tab 5) Ordinance #2011-14 – Amendment to Land Development Regulations – Chapter 8,**
21 **Updating and Consolidating Table 8-2 – Permitted Uses in Zoning Districts**

22
23 Mr. Skutt stated that Table 8-2 is a chart of the permitted zoning districts. The present chart was
24 first drafted in the 1990's and has not been entirely updated since then. Staff believes that
25 interpreting the chart could be simplified if the uses in the chart were consolidated. The updates
26 have been done so that no use that is presently allowed in any zoning district would be excluded.
27 A note has been added to the Table, on the advice of the city attorney that will allow staff to
28 classify a use that did not exactly meet a definition, if that use is similar in scale, operation and
29 impact to a use that is defined. The Planning & Zoning Board voted unanimously to
30 recommend approval of this new permitted use chart.

31
32 Mayor Wolfe asked for audience comment.

33
34 **MOTION**

35
36 **Kirby Smith moved to approve Ordinance #2011-14, seconded by Sandy Gamble.**

37
38 Councilmember Smith asked if the pet stores for boarding would fall under the noise ordinance.
39 Mr. Skutt answered that the noise ordinance would apply.

40
41 **The motion carried unanimously 4-0.**

42
43 **Tab 6) Ordinance #2011-15 – Extension of the Impact Fee Credits for Six Months**

44
45 Mr. Neron stated for the past two years the city has had an impact fee waiver program for all city
46 impact fees city-wide. On November 16, Council directed staff to prepare an ordinance to extend
47 the program for another six months signaling the intent to wind down the program in the future.

1 Mr. Neron discussed some of the data related to the program. For every dollar of impact fee
2 waived it has resulted in \$20.94 of new construction. Staff recommends approval to extend the
3 program through June 30, 2012.

4
5 Mayor Wolfe asked for comment from the audience.

6
7 **MOTION**

8
9 **Sandy Gamble moved to approve Ordinance #2011-15, seconded by Kirby Smith. The**
10 **motion carried 3-1 as follows:**

11
12 **Robert Wolfe** Yes
13 **Sandy Gamble** Yes
14 **Kirby Smith** Yes
15 **Lori Pfister** No

16
17 **Tab 7) Resolution #2011-22 – Capital Lease Purchases – Amendment**

18
19 Ms. Houghton advised this issue has come back for approval after a prior approval on October
20 16th of SunTrust Bank to be the financing agent for capital leases. SunTrust has since had some
21 reorganization and change with their credit department which has caused an extensive time delay
22 in closing. Staff is requesting to move to the second bidder, BB&T, in order to move forward and
23 not miss the opportunity for pricing on the VOIP, street sweeper and automated garbage truck.

24
25 Councilmember Gamble questioned the piggyback program through the Florida Sheriff's
26 Association, noting the School System has had some problems with that program.

27
28 Attorney Williams said it is permissible to enter into the pools. Ms. Houghton said several cities
29 utilize the pools and the auditors have vetted out this means of purchase in the past. The city has
30 used it for purchase of fire and police vehicles.

31
32 **MOTION**

33
34 **Sandy Gamble moved to approve Resolution #2011-22, seconded by Kirby Smith. The**
35 **motion carried unanimously 4-0.**

36
37 **X. GENERAL GOVERNMENT**

38
39 **Tab 8) Financial Plan to Reconstruct Historic Train Station at Wooton Park**

40
41 Mr. Neron reported that the conceptual plan was previously presented to Council. The general
42 concept is to borrow the necessary money for the project and secure leases with the Tavares
43 Chamber and the Tavares Eustis Gulf LLC Railroad which would provide a sufficient cash flow to
44 pay down the debt service in the building. Contracts will need to be secured with the BESH
45 Engineering Firm and the Construction Manager at Risk, Emmett Sapp, as the plan is to
46 piggyback this project on the pavilion project.

47

1 The recommendation for the financial plan is for Council to authorize borrowing internally up to
2 \$300,000. The cash flow statement prepared by Ms. Houghton shows that based on the lease
3 agreements there will be sufficient cash flow to pay down the debt service required for this
4 borrowing and it is anticipated that the city should be able to pay off the loan earlier than
5 anticipated.
6

7 Mr. Neron said in the Chamber lease they are projected to sell their building and will provide up to
8 \$150,000 up front to secure the 15 years lease of the station.
9

10 Mayor Wolfe said he would have liked to see the agreements and leases first but he would
11 support grant approval as a first step in the process.
12

13 Councilmember Pfister asked if the Gulf Railroad was to go out of business where would that
14 leave the city financially.
15

16 Mr. Neron said the agreement with the railroad is for five years with five year increments because
17 that is how their agreement runs with the railroad to use the tracks. He said if the Chamber chose
18 to not continue their lease he felt certain the city would be able to get another tenant.
19

20 Councilmember Pfister reiterated her concern about the railroad. Mr. Neron noted there is always
21 a risk of any tenant going under but he noted the Cannonball had good attendance recently.
22

23 Attorney Williams said the per square foot basis rentals being offered to the Chamber and the
24 railroad are very competitive. He noted there is some risk involved but it is hoped it is a minor
25 risk.
26

27 Councilmember Smith questioned the availability of internal funds for borrowing. Ms. Houghton
28 said the source is the restricted impact fee core funds that are currently not in use which is about
29 four million.
30

31 Councilmember Gamble asked what was the actual square footage price. Discussion followed.
32 Mr. Neron said the Tavares Eustis Gulf will be charged \$1200 a month and the Chamber \$833.00
33 a month. He said the Chamber is getting a discount because of the \$150,000 cash being paid up
34 front. Councilmember Gamble said he was concerned about another tenant requesting the same
35 rental as the Chamber should they leave. He said he also questioned the other funding for the
36 Chamber's operations at \$10,000 a year. Mr. Neron said that will be a policy discussion for
37 Council at budget time.
38

39 Councilmember Smith commented if the railroad would contribute \$200,000 he would be willing to
40 give them a lease for 10 years.
41

42 Mayor Wolfe asked for audience comment.
43

44 Denise Laratta, Royal Harbor
45

46 Ms. Laratta said she had the same concern about leasing for under fair market value as it is not
47 fair to other businesses in town or to the taxpayers to have to support a business. She asked if

1 the impact fees being used for funding are utility department impact fees. Ms. Houghton
2 confirmed. Ms. Laratta said the utility impact fee reserve is already being loaned to the city to
3 build a pavilion and now more will be used to build a train station. She said although she
4 understood the importance to the city, she believed that the utility fund should be used for utility
5 purposes, specifically fixing the water pressure issues in the city.

6
7 **MOTION**

8
9 **Kirby Smith moved to approve the financial plan for reconstruction of the historic train
10 station at Wooton Park, seconded by Lori Pfister**

11
12 Councilmember Smith asked if this project would come back to Council for approval once the
13 numbers are in place for the financing. Mr. Neron said Council is authorizing a maximum amount
14 to be borrowed. Once the building is designed, the design and guaranteed maximum price will be
15 brought back to Council for review before the project moves forward.

16
17 Councilmember Smith asked if it comes back to Council below the maximum price could it still be
18 cancelled. Mr. Neron confirmed.

19
20 Councilmember Pfister said she understood this is not a final decision to approve the funding and
21 construction. Mr. Neron said at the next meeting he will be bringing contract documents for the
22 design and engineering and Emmett Sapp, the construction manager at risk. After those are
23 approved, the building can be designed (the Chamber is helping with their money to design the
24 building). Once it is designed the construction manager at risk will prepare a guaranteed
25 maximum price and the design of the building will be brought back to this Council for review
26 before the project proceeds forward.

27
28 Councilmember Pfister asked how much is going to be spent on the initial steps. Mr. Neron said
29 the design contract will show the cost of the design of the building which is estimated at around
30 \$15,000. The Chamber will use its money in that share of the cost (part of the \$150,000) to help
31 with the design.

32
33 Councilmember Gamble asked how much it will cost to get the ball rolling or to bring it back to the
34 next meeting. Mr. Neron answered it would only be staff time. He said the city is under no out of
35 pocket expenses until the design team is under contract for the design of the building.

36
37 Councilmember Gamble said he would like a listing of what the fair market rental value is for this
38 type of property to review.

39
40 **The motion carried unanimously 4-0.**

41
42 **Tab 9) Lease Agreement with Tavares Eustis LLC**

43
44 Mr. Neron said this agreement is for the portion of the train rentals at the station. It is at \$1200 a
45 month and in five year increments based on their contract with Pinsley Railroad. After the first five
46 years their rent increases at 2% a year.

47

1 Mayor Wolfe asked for comment from the audience;

2
3 **MOTION**

4
5 **Lori Pfister moved to approve the lease agreement with the Tavares Eustis LLC, seconded**
6 **by Kirby Smith.**

7
8 Councilmember Gamble said he would prefer to review the fair market value for rentals before
9 approving the agreement.

10
11 **The motion carried 3-1 as follows:**

12		
13	Robert Wolfe	Yes
14	Kirby Smith	Yes
15	Lori Pfister	Yes
16	Sandy Gamble	No

17
18 **Tab 10) Lease Agreement with Tourist Train at Wooton Park**

19
20 Mr. Neron said the agreement with the Chamber is similar to the railroad agreement except it
21 provides for a \$150,000 up front payment contingent on the sale of their building which is
22 expected to happen between now and the end of the year. He said the agreement that was
23 distributed today is based on a meeting he and Mr. Williams had with the Chamber's attorney and
24 a committee from the Chamber about a week ago. He said he understands they are still revising
25 the agreement for some minor points. Staff recommends approval subject to Attorney Williams
26 and himself reviewing their final revisions to make sure there are no significant changes in the
27 terms of the deal. He said if the changes are significant, the agreement will come back to Council.

28
29 Councilmember Pfister asked the actual premium to have this money up front; i.e. the city is
30 paying to have the money up front by discounting the rent -- and what is the premium the city is
31 paying to have the money early. She said that was important there may be a cheaper way to get
32 the money because the premium is too high. Mr. Neron said at the last discussion, some of the
33 councilmembers had liked the idea of having the money up front and borrowing less money.
34 Councilmember Pfister said she wanted to know exactly what the money is costing the city.

35
36 Attorney Williams said the issue is if someone is agreeing to pay \$150,000 over the 15 year term
37 and instead paying it today upfront, there are methods to calculate the value of that. Ms.
38 Houghton said she can provide the information but she will need to discount backwards the cash
39 flow they are putting up front, and the time value of their money, versus the time value of the
40 rental payments.

41
42 Mayor Wolfe pointed out that with getting the money up front it lessened the risk. Mr. Neron
43 confirmed that the lease provides that, if for some reason the Chamber moves out, they cannot
44 receive back the \$150,000.

45
46 Councilmember Pfister asked if the agreement could still be negotiated with a discount that is not
47 so profound. Mr. Neron noted staff could be directed to go back to the negotiating table.

1
2 Attorney Williams said the city does not have a signed lease agreement yet with the Chamber so
3 there is nothing existing that cannot be changed. He said the Chamber closed last Tuesday on
4 the property so they have their funds and has to have a place to relocate by August 2012.

5
6 Mayor Wolfe asked for comments from the audience.

7
8 **MOTION**

9
10 **Lori Pfister moved to approve the lease agreement with the Chamber, seconded by Kirby**
11 **Smith. The motion carried 3-1 as follows:**

12
13 **The motion carried 3-1 as follows:**

14		
15	Robert Wolfe	Yes
16	Kirby Smith	Yes
17	Lori Pfister	Yes
18	Sandy Gamble	No

19
20 **Tab 11) Wooton Wonderland 20 Year Celebration**

21
22 Ms. Rogers said the city has been approached by Dr. Susan Caddell and other members of the
23 community who were involved with building Wooton Wonderland 19 years ago. They have
24 requested that the city commemorate that project in November of 2012 with a small celebration.
25 Staff recommends that Council authorize the staff to begin meeting with the community in
26 January on a monthly basis to begin planning this event.

27
28 She noted Ms. Burleigh had provided a scrapbook which documents the history of the project and
29 the fundraising that was done.

30
31 Councilmember Smith said it was a great idea and asked how everyone would be contacted. Ms.
32 Rogers said she has some information but will work with Dr. Caddell and will advertise the event.

33
34 Mayor Wolfe said he felt assistance could be obtained from the community. Councilmember
35 Gamble noted it was the year of Hurricane Andrew and he had participated along with others in
36 the community. Attorney Williams noted he had worked on the project as well.

37
38 Mayor Wolfe asked for comment from the audience.

39
40 Councilmember Gamble asked about the fiscal impact. Ms. Rogers said it will come from the
41 Parks operating budget but the costs should be minimal. She said a simple memorial sign will be
42 erected.

43
44 **MOTION**

45
46 **Kirby Smith moved to approve the request to have a 20 year Wooton Wonderland**
47 **celebration, seconded by Lori Pfister. The motion carried unanimously 4-0.**

1
2 **Tab 12) Request to Amend Land Development Regulations to Allow Cattle within the City**
3

4 Mr. Skutt reported that the LDR's do not allow the keeping of cattle or other farm animals within
5 the city property except for boarding two horses providing there are at least 2 ½ acres and under
6 certain conditions. He said he has had two requests to allow cattle. He discussed the requests.
7 He said staff has no objections to the keeping of a limited number of cattle provided that it is not
8 an intensive use, no processing is done on the site, and that there are some conditions met to
9 limit the impact on any surrounding properties. He said it will require an amendment to the LDR's.
10 If City Council agrees in principle, the ordinance will be taken to Planning & Zoning Board and
11 then back to City Council.
12

13 Mayor Wolfe said he would want it to be minimal. He questioned whether it would create an
14 agricultural exemption. Mr. Skutt said the two requests have not indicated a desire for an
15 agricultural exemption. Councilmember Smith requested that there be no agricultural exemptions
16 allowed. Mr. Neron said that is under the control of the property appraiser but that Mr. Havill has
17 taken a dim view on granting those exemptions in urban areas. Councilmember Smith said if the
18 city cannot guarantee the agricultural exemption he was not in favor of it. Attorney Williams
19 reiterated that the city has no say in the agricultural exemption. He said under the statutes it has
20 to be a bona fide agricultural pursuit.
21

22 Mayor Wolfe asked for comment from the audience.
23

24 **Ron Harrison, 3780 Dead River Road**
25

26 Mr. Harrison said he is one of the persons requesting the exception. He said he owns 3 ½ acres
27 as part of his residence and adjacent to it is 6 ½ acres which he recently purchased. He said that
28 it is adjacent to the county retention pond. He said he is not requesting an agricultural use and it
29 is not a commercial venture.
30

31 Councilmember Smith asked Mr. Harrison the distance of the closest house to his pasture. Mr.
32 Harrison said the closest house is his residence and on the other side of the pasture is a house
33 that is in the city and across the street is county property. He said it backs up to Imperial Terrace
34 which is in the county.
35

36 Mayor Wolfe asked if anyone else in the audience wished to speak.
37

38 **MOTION**
39

40 **Sandy Gamble moved to direct staff to draft the amendment to the Land Development**
41 **Regulations that will allow provide conditions for the keeping of cattle within the city,**
42 **seconded by Lori Pfister.**
43

44 Councilmember Smith said he would like the ordinance to include the number of cows, not the
45 word "limited."
46

1 Councilmember Gamble noted there are already regulations on how many cows can be kept per
2 acre. He said the reason he does not object is because there is already cattle on the other side of
3 the property.

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

6
7 **Tab 13) Approval of Bid Ranking for Grading of Ball fields at Woodlea**

8
9 Ms. Rogers said staff decided to break up the project into small pieces. This is the first
10 component which will be grading out the nearly 40 acres. This portion was readvertised for bid
11 and the four respondents have been provided in the agenda summary. This is a request for
12 authorization to accept the low bid and begin negotiations for the contract with Beasley
13 Construction LLC. Mayor Wolfe asked for more information on the financing. Ms. Rogers said
14 fencing, sodding and irrigation also has to be done with the funds. The goal is to obtain as much
15 green space as possible. The city is contributing \$282,040 and the county is contributing
16 \$250,000 and with that combined investment, the hope is to gain two complete ball fields and
17 some other green space for multipurpose play space.

18
19 **MOTION**

20
21 **Lori Pfister moved to approve the recommended low bidder and authorize staff to**
22 **negotiate a contract, seconded by Kirby Smith. The motion carried unanimously 4-0.**

23
24 **Tab 14) Request to Approve Agreement with Griffey Engineering Design and Prepare Bid**
25 **Documents for the Cromartie Alley**

26
27 Mr. Thompson presented the following report:

28
29 *This is a request to obtain Council's approval, authorizing the City Administrator to enter into a*
30 *contract with Griffey Engineering Inc., in the amount of \$6,250.00 to develop a biddable design of*
31 *the unimproved one block section of the Cromartie Alley located to the north of Ianthe Street*
32 *between St. Clair Abrams and Disston Avenue.*

33
34 *Tavares has to-date brick paved 7 alleyway segments with very positive public response. As*
35 *suggested in the Master plan's implementation schedule, alleyways in our downtown will be*
36 *improved as funding is available. Before an alleyway can be improved, it must be surveyed and*
37 *the subsoil and brickwork engineered to carry the weight of heavy vehicles Griffey Engineering*
38 *Inc. has agreed to use the survey presently underway by Southeastern Surveying for the ongoing*
39 *city-wide pavement assessment (see Task 1). The cost associated with Construction Oversight*
40 *(in the amount of \$1,000) would be withheld until a decision, by Council, to move forward with*
41 *construction takes place. Griffey Engineering has provided alleyway design and construction*
42 *oversight on several prior occasions for the City of Tavares. Presently there remains a very*
43 *competitive construction climate making the decision to move forward financially attractive. At the*
44 *December 7th Council Meeting, staff was directed to bring back an alley that ran the entire length*
45 *of a block. The Cromartie Alley meets this directive.*

46
47 **Discussion**

1
2 Mayor Wolfe acknowledged that Councilmember Smith had expressed concerns about the
3 previous alleyway. He said he had looked at the new recommendation but there are only three
4 houses that actually have access from the alleyway itself. He said the other issue is that the
5 project was started by going from downtown and out (the first was Marie King which was also a
6 dead end alley). He said He believed the city should continue with the downtown alleys so that
7 visitors can view the improvements.

8
9 Councilmember Gamble said he had also looked at the alley and noted in his route coming down
10 Maude Street there is also another alley that goes by Lake Communications that needs paving.
11 He noted the new recommended alley is a distance from downtown. He discussed his ideas for
12 alleyway prioritization.

13
14 Mr. Thompson noted the Alfred Street one way pairing will include any alleyway that touches
15 Caroline or Alfred. It will go south of Caroline onto Maude. Councilmember Gamble questioned
16 the amount to do a half alley compared to a full alley. Mr. Thompson said he was not sure of the
17 costs for a half alley. Councilmember Gamble stated that Council should reconsider Coven Alley.

18
19 Councilmember Smith said the new alley is in the CRA and noted the downtown is expanding. He
20 said it is also between an elementary and the high school and where children walk back and
21 forth. He said he is still in favor of focusing on alleys that go all the way through and that are
22 accessible to the citizens who are paying for the project.

23
24 Councilmember Pfister said she had looked at the alleys and said she was wrong to not support
25 the Coven recommendation at the last meeting. She said she now believes it is the best option in
26 light of the events that are held in the downtown.

27
28 Councilmember Gamble said he would like a game plan that starts from downtown working north
29 to take care of the alleys as funding is available so that they are not done sporadically.

30
31 Councilmember Smith said that was the original concept but that the Alfred Street One Way
32 pairing had changed the plans. Mayor Wolfe noted there is also going to be a sidewalk down St.
33 Clair.

34
35 Mr. Thompson asked if Coven alley could be substituted as a recommendation. Attorney Williams
36 said it could be substituted and it is up to Council. Ms. Houghton confirmed there is an agreement
37 [with Griffey Engineering] from the last meeting that will be used.

38
39 Mayor Wolfe asked for comment from the audience.

40
41 Betty Burleigh, 214 N. New Hampshire Ave.

42
43 Ms. Burleigh stated the Coven alley will be seen by just about everyone who attends the city
44 events and it will be a great asset.

45
46 **MOTION**

47

1 **Lori Pfister moved to replace the Cromartie Alley with the previously recommended Coven**
2 **Alley and approve the agreement for \$5,000 with Griffey Engineering, seconded by Sandy**
3 **Gamble.**

4
5 Councilmember Gamble said at the last meeting \$5,000 was quoted. He asked if that was just for
6 design. Mr. Thompson said \$1,000 is also included for construction oversight which will not be
7 paid until the construction begins.

8
9 **The motion carried 3-1 as follows:**

10		
11	Robert Wolfe	Yes
12	Kirby Smith	No
13	Lori Pfister	Yes
14	Sandy Gamble	Yes

15
16 **Tab 15) Request to Enter into Agreement with Tavares Station to Make Improvements of**
17 **Alleyway off Ruby Street**

18
19 Mr. Thompson provided the following report:

20
21 *To obtain Council's approval to enter into a Developer's Agreement with Tavares Station, LLC to*
22 *share costs for improving the alleyway off Ruby Street between S. Joanna and New Hampshire*
23 *Avenue which is currently an unnamed alley.*

24
25 *Consistent with the City's approved Downtown Master Plan, Council has approved an alleyway*
26 *improvement plan that includes the brick paving of 15 alleys. These alleys were officially named*
27 *to commemorate citizens of historic significance. This project is ongoing as funding is available.*

28
29 *An alleyway exists that runs north from Ruby Street, approximately 160 feet between Joanna and*
30 *New Hampshire Avenue. A portion of this alleyway is adjacent to the new three story commercial*
31 *building/hotel under construction by Tavares Station, LLC. This alleyway is not on the list for*
32 *improvement although the creation of Tavares Seaplane Base and Marina and private*
33 *commercial development in our downtown has made the Ruby Street corridor the focal point of*
34 *our waterfront entertainment district. This brick paving design also helps to capture storm water*
35 *runoff.*

36
37 *The site plan associated with Tavares Station's construction requires that the developer brings*
38 *the portion of alley (approximately 100 feet) which will be utilized to access parking to a standard*
39 *that would support emergency vehicles. An opportunity exists to enter into a Developer's*
40 *Agreement with Tavares Station to share the cost of upgrading the alley to the more costly brick*
41 *paver style and to improve its entire length. This alley is presently being utilized to access a*
42 *commercial dumpster located off the north end of the alley. A centralized collection site for*
43 *commercial waste from the Ruby Street business corridor is conceptually being planned on a*
44 *vacant County parcel with possible access from Joanna Ave.*

45
46 *Tavares Station developers have verbally agreed that they would bear the cost of surveying,*
47 *designing and construction oversight for the entire length of the alley with brick pavers if the city*

1 would cover the construction costs. The design would be consistent with our most recent brick
2 paved alleys. BESH Engineering is doing the site engineering for Tavares Station. The cost of
3 preparing a biddable design and construction oversight for this alley is approximately equivalent
4 to the cost the developer would incur if he were to pave his portion of the alley to the required
5 minimum standard. The most recent brick paving cost is approximately \$40,000 to construct a full
6 block section. It is anticipated that the construction cost of a ½ block section would be
7 substantially less. The actual cost for the city to construct this alley would be determined through
8 a complete bid process.

9
10 City planning staff envisions that this alleyway will be an important element to Ruby Street's
11 redesign and transformation and entering into a Developer's Agreement to share costs to brick
12 pave this alley now is a fiscally sound investment.

13
14 **Discussion**

15
16 Councilmember Smith asked if staff could negotiate an Interlocal agreement with the County to
17 allow residents to use the adjacent county parking lot.

18
19 Mayor Wolfe asked for audience comment.

20
21 Charlotte Hope, Fox Run

22
23 Ms. Hope spoke in support, citing the contributions of Mr. Kooser to the City.

24
25 **MOTION**

26
27 **Kirby Smith moved to direct staff to prepare a draft Developer's Agreement with Tavares
28 Station and also contact the county about joint use for the county parking lot, seconded
29 by Sandy Gamble.**

30
31 Councilmember Gamble asked how much it will cost to do the alley if the city also had to do the
32 engineering. Mr. Thompson estimated \$5,000 for the engineering. Councilmember Gamble said
33 he would have liked to see more of a contribution than the \$5,000 but because the alley was not
34 on the city's original list and Mr. Kooser is willing to contribute he will support it.

35
36 **The motion carried unanimously 4-0.**

37
38 **XI. OLD BUSINESS** - None

39
40 **XII. NEW BUSINESS** - None

41
42 **XIII. AUDIENCE TO BE HEARD**

43 Mayor Wolfe asked for comment from the audience.

44
45 **XIV. REPORTS**

46
47 **Tab 16) City Administrator**

1 Ms. Houghton noted the list of upcoming meetings.

2
3 The department heads wished everyone Merry Christmas.

4
5 **Tab 17) City Council**
6 **Councilmember Pfister**

- 7
8 • Noted Council had approved a project to work on a meal site for the senior citizens. She
9 said she and Ms. Rogers had worked on the project, however, the Union Congregational
10 church took it over and will be opening up a local site for the seniors. She said this is
11 important and a good move for the city.

12
13 **Councilmember Gamble**

- 14
15 • Expressed concern to Captain Feleccia about observing a motorized wheelchair on SR 19
16 at CR 561 the previous night with very poor visibility.

17
18 **Councilmember Smith**

- 19
20 • Noted Council had received an email about golf carts on the Tav Lee Trail. He asked for
21 confirmation that they are not allowed on the Tav Lee Trail or any of the sidewalks.
22 Attorney Williams confirmed. Councilmember Smith asked staff to be reminded to let the
23 public know this is not allowed if it is observed in Wooton Park.
24 • Commented that the event season is gearing up. Mr. Neron noted some planning
25 meetings have been held regarding the fishing tournaments.

26
27 **Mayor Wolfe**

- 28
29 • Mayor Wolfe asked Council if they would like to consider not having the first meeting in
30 January [January 4th) because of the holidays. Attorney Williams noted the charter only
31 requires one meeting a month.

32
33 **There was verbal consent by the Council to only hold one meeting in January which will**
34 **be January 18, 2012.**

35
36 **City Council wished everyone a Merry Christmas and Happy New Year.**

37
38 **Adjournment**

39
40 There was no further business and the meeting was adjourned at 5:32 p.m.

41
42 Respectfully submitted,

43
44 
45 _____
46 Nancy Barnett, CMC
47 City Clerk

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2011**

**AGENDA ITEM NO. 2
SUBJECT TITLE: GFOA Award for 2010**

OBJECTIVE:

To acknowledge acceptance of the Government Finance Officer's Association (GFOA) award issued to the City of Tavares for its Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2010.

SUMMARY:

The Certificate of Achievement for Excellence in Financial Reporting has been issued to the City of Tavares for achieving the highest standards in government accounting and financial reporting for 21 years.

Each year the City prepares an annual Financial Report. This report is prepared using Governmental Accounting Standards, and GFOA best practices. This report is prepared each year as a requirement under Florida Statutes and serves as a major informational tool to our citizens, businesses, and State and Local Agencies. Copies of the completed CAFR are submitted annually to various entities such as the State of Florida Auditor General, the State of Florida Department of Banking and Finance, Florida Department of Transportation, Florida Department of Law Enforcement, Florida Department of Environmental Protection, Florida Redevelopment Association, Lake County Board of County Commission, Dunn and Bradstreet, Standard and Poor, Fitch, and holders of City debt obligations.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

Receiving this award contributes to the city maintaining its outstanding bond rating of AAa. In addition audit fee savings were realized.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

11/09/2011

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Tavares** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Lori Houghton, Finance Director

Finance Department, City of Tavares

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601
Phone (312) 977-9700 Fax (312) 977-4806

November 9, 2011

The Honorable Robert Wolfe
Mayor
City of Tavares
201 E. Main Street
Tavares FL 32778

Dear Mayor Wolfe:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **September 30, 2010** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The Certificate of Achievement plaque will be shipped to:

Lori Houghton
Finance Director

under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012**

AGENDA TAB NO. 3

SUBJECT TITLE: Mutual Appointment to the Police Pension Board

OBJECTIVE:

To approve the mutual appointment to the Police Pension Board.

SUMMARY:

At its quarterly meeting on December 16, 2011, the Police Pension Board voted to appoint Captain David Myers to the 5th Board Trustee position for a two year term. This is a position which needs to be confirmed by the City Council

OPTIONS:

- 1) Move to approve the appointment of Captain David Myers to the Police Pension Board for the term 2012-2014
- 2) Do not approve the appointment of Captain David Myers to the Police Pension Board

STAFF RECOMMENDATION:

Move to approve the appointment of Captain David Myers to the Police Pension Board

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012**

AGENDA TAB 4

SUBJECT TITLE: Lake Francis Sewer System Qualifications (RFQ) 2012-0002 – Recommended Ranking

OBJECTIVE:

To consider approval by the Selection Committee of recommended Consultants in response to Request for Qualifications No. 2012-0002 for the Lake Francis Sewer System Improvements

SUMMARY:

In November 2011, the City issued Request for Qualifications (RFQ) No. 2012-0002 for Lake Francis Sewer System Improvements. This RFQ was issued to select the best qualified consultant to design these improvements..

The responses were to list their experience and expertise, approach to projects with similar comprehensive rebuilds, ability to work with City and regulatory agency staff, knowledge of problems related to wastewater problems of this development, ability to secure and manage grant funding for this large project utilizing in house staff and previous experience with the City of Tavares..

A bid opening was held on December 19, 2011, and five (5) consultants provided responses to the RFQ.

On December 19, 2011, A selection Committee, comprised of Bill Neron, Richard Keith, Joyce Ross, Alex Patton, and Jerry Blair convened to discuss the five proposals for qualifications that were submitted.

The Selection Committee discussed all five responses and the merit of each firm as described in their presentation of services to the City of Tavares. The Committee determined that all five (5) firms met the criteria, but that we were looking for the firm that best meets the criteria for this job.

The table below provides a listing of the five (5) respondents with Jones Edmunds selected as the number 1, Malcolm Pirnie number 2, and BES&H number 3

RANK		#1	#2	#3	#4	#5
2	Malcolm Pirnie, Inc.	2	2	3	3	2
3	Booth Ern Straughan and Hiott	3	3	4	2	3
4	Civil Engineering Solutions Inc	4	4	5	4	4
1	Jones Edmunds	1	1	1	1	1
5	Mittauer & Associates	5	5	2	5	5

OPTIONS:

1. Approve the recommendation of the Selection Committee for Jones Edmunds and to have staff negotiate a contract amount.
2. Do Not Approve the recommendation of the Selection Committee for Jones Edmunds and do not have staff negotiate a contract amount

STAFF RECOMMENDATION:

3. Approve the recommendation of the Selection Committee for Jones Edmunds and to have staff negotiate a contract amount.

FISCAL IMPACT: This Summary has no fiscal impacts.

LEGAL SUFFICIENCY: Legally sufficient.



CITY OF TAVARES

**MINUTES OF BID OPENING
December 1, 2011
Request for Qualifications
Comprehensive Engineering Design and Project Management
Bid No. 2012-0002
TAVARES CITY HALL
CITY COUNCIL CHAMBER**

PRESENT

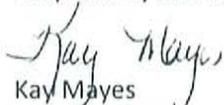
John Rumble, Purchasing Manager
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, December 1, 2011. This is the opening of bid packages received in response to RFQ 2012-0002, Comprehensive Engineering Design and Project Management. There were five proposals received:

- 1) Malcolm Pirnie, Inc.
2301 Maitland Center Parkway, Suite 244
Maitland, FL 32751
- 2) Booth, Ern, Straughan, & Hiott, Inc.
350 N. Sinclair Avenue
Tavares, FL 32778
- 3) Civil Engineering Solutions, Inc.
322 N. Rockingham Avenue
Tavares, FL 32778
- 4) Mittauer & Associates
580-1 Wells Road
Orange Park, FL 32073
- 5) Jones Edmunds
1100 Cesery Blvd, Second Floor
Jacksonville, FL 32211

Mr. Rumble noted the packages would be forwarded to the evaluation committee members for review and recommendation to City Council.

Respectfully submitted,


Kay Mayes

Admin Assistant, Finance



**CITY OF TAVARES
MINUTES OF RFQ EVALUATION
December 19, 2011
Lake Francis Sewer System Project
RFP 2012-0002
TAVARES CITY HALL Conference Room 3**

PRESENT

Brad Hayes, Utilities Director
John Rumble, Purchasing Manager
Alex Patton, Director of IT Services,
Joyce Ross, Public Communications,
Jerald Blair, Waste Water Supervisor.
Richard Keith, Fire Chief
Bill Neron, Economic Development.

Mr. Rumble convened the meeting by staff at 2:45 p.m. for the purpose of reviewing and evaluating the RFQs received in response for the Project Design and management of the Lake Francis Subdivision sewer System. It was noted by Mr. Rumble that 5 responses were received.

The Five responses received were:

1. Malcolm Pirnie ,Inc.
2. Booth, Ern, Straughan, & Hiott, Inc.
3. Civil Engineering Inc.
4. Mittauer & Associates
5. Jones Edmunds Inc

The members had received their packages and instructions two week prior to this meeting. The committee members then discussed the details and merits of each proposal package. Specific items discussed were: Experience and expertise, approach to projects with similar comprehensive rebuilds, ability to work with City and regulatory agency staff, knowledge of problems related to wastewater problems of this development, ability to secure and manage grant funding for this large project utilizing in house staff and previous experience with the City of Tavares. Mr. Hayes and Mr. Rumble noted that this project had been previously bid as a construction project with the contractors who submitted declining to attempt the project due to unknowns of the existing problems with the infrastructure.

The members then stated their rankings with justification, starting with Mr. Neron. Mr. Neron ranked Jones Edmunds first, BES&H second, Malcom Pirnie third, Civil Engineering fourth, and Mittauer & Associates fifth. He stated that he felt Jones Edmunds had the background and the experience with the preliminary work that would bring a successful conclusion to the project.

Jerald Blair, Waste Water Supervisor spoke next. Mr. Blair ranked Jones Edmunds first as they have had almost exclusive involvement in the project for several years. Malcom Pirnie second, BES&H third, Civil Engineering fourth, and Mittauer & Associates fifth. Mr. Blair indicated that he was familiar with Mittauer, but their lack of experience in this area was a handicap. He also noted that both Malcom Pirnie and Besh have ongoing projects in this area, but lack the direct involvement in Lake Francis that Jones Edmunds has.

Next up was Joyce Ross, Public Communications. Ms. Ross ranked Jones Edmunds first, Mittauer & Associates second, Malcom Pirnie third, BES&H fourth, and Civil Engineering fifth. Ms. Ross explained that Jones Edmunds had a comprehensive in-house capability and extensive experience with the project. Mittauer came second because they also had a large in-house capability and their projects were similar in scope to the Lake Francis project. Ms. Ross also noted the extensive documentation of successful grant funding the firm had obtained.

Mr. Alex Patton, Director of IT services spoke next. His ranking was Jones Edmunds first, Malcom Pirnie second, BES&H third, Civil Engineering fourth, and Mittauer & Associates fifth. Mr. Patton also concurred with Ms. Ross about the qualifications of Mittauer, but the lack of local experience and familiarity of this project worked against them. Mr. Patton noted that Jones Edmunds had extensive in-house capability and only two subs, neither of which was likely to be involved with this project.

The final commenter was Richard Keith, Fire Chief. Jones Edmunds first, BES&H second, Malcom Pirnie third, Civil Engineering fourth, and Mittauer & Associates fifth. Chief Keith stated that it was apparent from the submittals that Jones Edmunds had extensive institutional knowledge of this project and were the obvious choice.

The committee members then had a short discussion of the actual project with Ms. Ross noting that a retrofit of an existing system is much different than a new subdivision. There was a discussion about the submitters' existing work load and it was noted by Mr. Hayes that Malcom Pirnie (overall 2nd) was doing large projects for the City currently which might impact their responsiveness to this project.

The committee members then turned in their ranking sheets and the results were as follows:

RANK

		#1	#2	#3	#4	#5
2	Malcolm Pirnie, Inc.	2	2	3	3	2
3	Booth Ern Strachn and Hiott	3	3	4	2	3
4	Civil Engineering solutions Inc	4	4	5	4	4
1	Jones Edmunds	1	1	1	1	1
5	Mittauer & Associates	5	5	2	5	5

There being no further discussion the meeting adjourned at 3:15 pm

The results of the evaluation and rankings will be presented to council by
Brad Hayes, Utilities Director

Respectfully submitted,

John Rumble
Purchasing Manager

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012**

AGENDA TAB NO. 5

SUBJECT TITLE: Resolution No. 2012-01 - Formal Amendment to the City of Tavares Defined Contribution Plan Providing for Mandatory Employee Contributions.

OBJECTIVE:

To approve Resolution No. 2012-01 to amend the City of Tavares Employee General Employees Defined Contribution Plan with the Hartford to allow mandatory employee contributions as approved in the 2012 Adopted Budget.

SUMMARY:

In 2006, the City provided membership to current employees to the Florida Retirement System (FRS). This election was irrevocable. Employees electing FRS membership were by irrevocable election moved to the FRS, future employees are mandatory members of the FRS. After the conversion to the FRS plan, nine employees remained members of the City of Tavares, Hartford, Defined Contribution Plan.

In July 2011, the Florida Legislature implemented law requiring Florida Retirement System members to contribute three percent (3%) of their earnings to the FRS System. In order to provide for this unexpected pay inequity, the City of Tavares City Council approved a one time pay increase equal to the 3% of the required employee contributions. This increase was also included in the Adopted Budget for Fiscal Year 2012.

During the 2012 Budget process, it was determined that the remaining employees in the City of Tavares Hartford Defined Contribution Plan, should also receive a one-time three percent (3%) pay increase to also require these members to make mandatory employee contributions to their plan. Prior to October 1, 2011, the Hartford Plan was a non-contributory plan. Employees were not required to contribute to their plan.

In addition this plan should be updated for current Internal Revenue Code Changes.

The attached resolution is provided so that a formal mechanism is in place to support the Change to the Plan that was adopted with the 2012 Adopted Budget, and to also allow for all needed Internal Revenue Code Plan compliance updates.

Staff recommends approval of Resolution No. 2011-01 to allow for plan changes allowing for mandatory employee contributions and Internal Revenue Service compliance updates.

OPTIONS:

1. **Approve** Resolution No. 2012-01 amending the City of Tavares Hartford Defined Contribution Plan to allow for Mandatory Employee Contributions of 3%, and to allow all needed Internal Revenue Service Compliance Updates.
2. **Do Not Approve** Resolution No. 2012-01.

STAFF RECOMMENDATION:

Move to Approve Resolution No. 2012-01 amending the City of Tavares Hartford Defined Contribution Plan to allow for Mandatory Employee Contributions of 3%, and to allow all needed Internal Revenue Service Compliance Updates.

FISCAL IMPACT: None.

LEGAL SUFFICIENCY: Resolution has been forwarded to the City Attorney for review.

RESOLUTION 2012 - 01

**A RESOLUTION AMENDING THE CITY OF TAVARES
GENERAL EMPLOYEES DEFINED CONTRIBUTION
RETIREMENT PLAN, NO. 007763 HARTFORD DEFERRED
ALLOWING FOR MANDATORY EMPLOYEE CONTRIBUTIONS
AND NECESSARY CHANGES FOR COMPLIANCE WITH
INTERNAL REVENUE CODE REGULATIONS**

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

WHEREAS, the City of Tavares has employees rendering valuable service that are members of the City of Tavares Defined Contribution Plan with the Hartford Company, and these employees by irrevocable election effected in April 2006 may not participate in the Florida Retirement System; and

WHEREAS, the City of Tavares had established a defined contribution plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the retention of competent personnel; and

WHEREAS, the City of Tavares Adopted Budget for Fiscal Year 2012 provides for pay increases to members of the Hartford Plan in the amount of 3%, thereby allowing and providing for mandatory contributions from Hartford member employees in the amount of three percent (3%) of their earnings as currently defined in the plan, further providing for parity with the Florida Retirement System as it relates to employee contributions as of October 1, 2011

WHEREAS, as of October 1, 2011, each member of the system is required to make regular contributions to the plan in the amount of three percent (3%) of his salary/earnings, and member contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the Internal Revenue Code,

WHEREAS, the plan should be revised and updated for compliance to current Internal Revenue Code Requirements,

NOW THEREFORE BE IT RESOLVED that the City of Tavares hereby amends and restates the City of Tavares, Defined Contribution Plan with the Hartford.

PASSED AND RESOLVED this 18th day of January, 2012, by the City Council of the City of Tavares, Florida.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

Approved as to form:
Robert Williams
City Attorney, Williams Smith & Summers

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012

AGENDA TAB NO. 6

SUBJECT TITLE: Request to approve a Golf Cart Crossing Engineering Study Agreement with Griffey Engineering in the amount of \$6,500.

OBJECTIVE: To approve a Golf Cart Crossing Engineering study agreement with Griffey Engineering in the amount of \$6,500.

SUMMARY:

Previously the City passed a golf cart ordinance permitting golf carts on city streets with a posted speed limit of 35 MPH or less. Previously the City Council requested that staff work towards obtaining approval for Golf Carts to cross State Road 19 at Dead River road and State Road 441 at St. Clair Abrams road. Staff worked with FDOT which resulted in the attached Golf Cart Crossing rules being developed and inserted into FDOT's Traffic Engineering Manual this October for the entire state of Florida. Section 5.1.4 (3) requires that the City conduct "a full engineering study prepared by a State of Florida licensed engineer..."

Staff has negotiated the attached Scope Of Services with Griffey Engineering, Inc. to collect the data, conduct an analysis and prepare the FDOT required report for the two requested crossings.

Where the new FDOT rules do not appear to permit golf cart crossing at the two requested locations, FDOT does have the ability to waiver portions of the rules if an adequate engineering study is first completed and is a part of the waiver application. Should the Council elect to conduct the study, staff would request waivers of those rules that are in conflict with the two crossings.

When the Council created the city budget in June 2011 the state FDOT had not created the Golf Cart Crossing rules so the Council could not have known that a \$6,500 Golf Cart crossing study would be required and therefore did not budget \$6,500 for the study.

OPTIONS:

1. Move to authorize the Engineering Services Agreement with Griffey Engineer in the amount of \$6,500 with funding from reserves.
2. Move to table consideration of the agreement until October 2012 after the FY 12 budget is developed to see if the Council includes \$6,500 in the budget to do this work.
3. Do not authorize this work.

STAFF RECOMMENDATION:

Move to authorize the Engineering Services Agreement with Griffey Engineer in the amount of \$6,500 with funding from reserves.

FISCAL IMPACT: The city currently maintains \$1,371,899 in its General Fund Reserve account which is approximately 11.5% of the total general fund for FY 12. The Government Finance Officers Association recommends that a city maintain between 5% and 20% of the total general fund in reserves. The use of \$6,500 from reserves for this unforeseen need keeps reserves within the GFOA reserve amount recommendations.

LEGAL SUFFICIENCY: Legal sufficient.

GRIFFEY ENGINEERING, INC.

City of Tavares
Golf Cart Crossing Study
January 5, 2012

SCOPE OF SERVICES

PROJECT DESCRIPTION

This project is for the performance of an engineering study as described in the FDOT Traffic Engineering Manual, Section 5.1, Golf Cart Crossing and Operation on the State Highway System. The work effort shall be for two studies, one for each of the following locations: the intersection of US 441 and St Clair Abrams Avenue, and the intersection of SR 19 and Dead River Road.

Upon completion the studies will be submitted to FDOT in support of the City's request to allow golf cart crossings at these locations.

WORKSCOPE

TASK I: DATA COLLECTION

This task shall involve the collection and assembling of field data required by the FDOT guidelines. These shall include volume and speed counts on each of the side streets (4 locations). Also included will be crash history, and measurement and inventory of existing roadway features.

TASK II: DETAILED ANALYSIS

This task includes the review and evaluation of the collected data. A collision analysis and operational evaluation is also included.

TASK III: REPORT PREPARATION

This task includes write up of results, CAD work, preparation of a draft report for client review, final report preparation, and copying and assembly of the final document.

GRIFFEY ENGINEERING, INC.

City of Tavares
Golf Cart Crossing Study
January 5, 2012

FEE PROPOSAL

TASK	DESCRIPTION	FEE
Task I	Data Collection	\$2,500.00
Task II	Detailed Analysis	\$2,500.00
Task III	Report Preparation	\$1,500.00
TOTAL		\$6,500.00

ACCEPTED BY GRIFFEY ENGINEERING:

ACCEPTED BY CITY OF TAVARES:

NAME: 
Donald A. Griffey

NAME: _____
John Drury

TITLE: President

TITLE: City Manager

DATE: January 5, 2012

DATE: _____

Section 5.1

GOLF CART CROSSING AND OPERATION ON THE STATE HIGHWAY SYSTEM

5.1.1 PURPOSE

The purpose of this section is to establish criteria and guidelines for safe operation of golf carts on authorized portions of the State Highway System.

5.1.2 GENERAL

- (1) The Department has developed this section in response to a growing public interest in using golf carts on roadways. Golf carts are increasingly used to make short trips for shopping, social and recreational purposes from nearby residential neighborhoods such as planned unit communities with golf courses. These passenger-carrying vehicles, although low-speed, offer a variety of advantages, including comparatively low-cost and energy-efficient mobility.
- (2) Golf cart use and operation on public roads is authorized only under certain circumstances as provided in [Section 316.212, F.S.](#) The intent of this section is to provide criteria and guidelines for authorizing golf cart crossings at designated locations along State Highway System and promote uniformity within the State. This section also provides safety recommendations to counties and municipalities wishing to enact ordinances authorizing the use of golf carts on sidewalks adjacent to or on the State Highway System within their corresponding jurisdictions.

5.1.3 DEFINITIONS

- (1) **Golf Cart:** A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that attain speeds of less than 20 miles per hour.
- (2) **Grade Separated Crossing:** A tunnel or overpass designed and constructed for the purpose of crossing a street or highway.
- (3) **Local Government:** A City or County as defined in [Section 11.45 \(e\), F.S.](#)

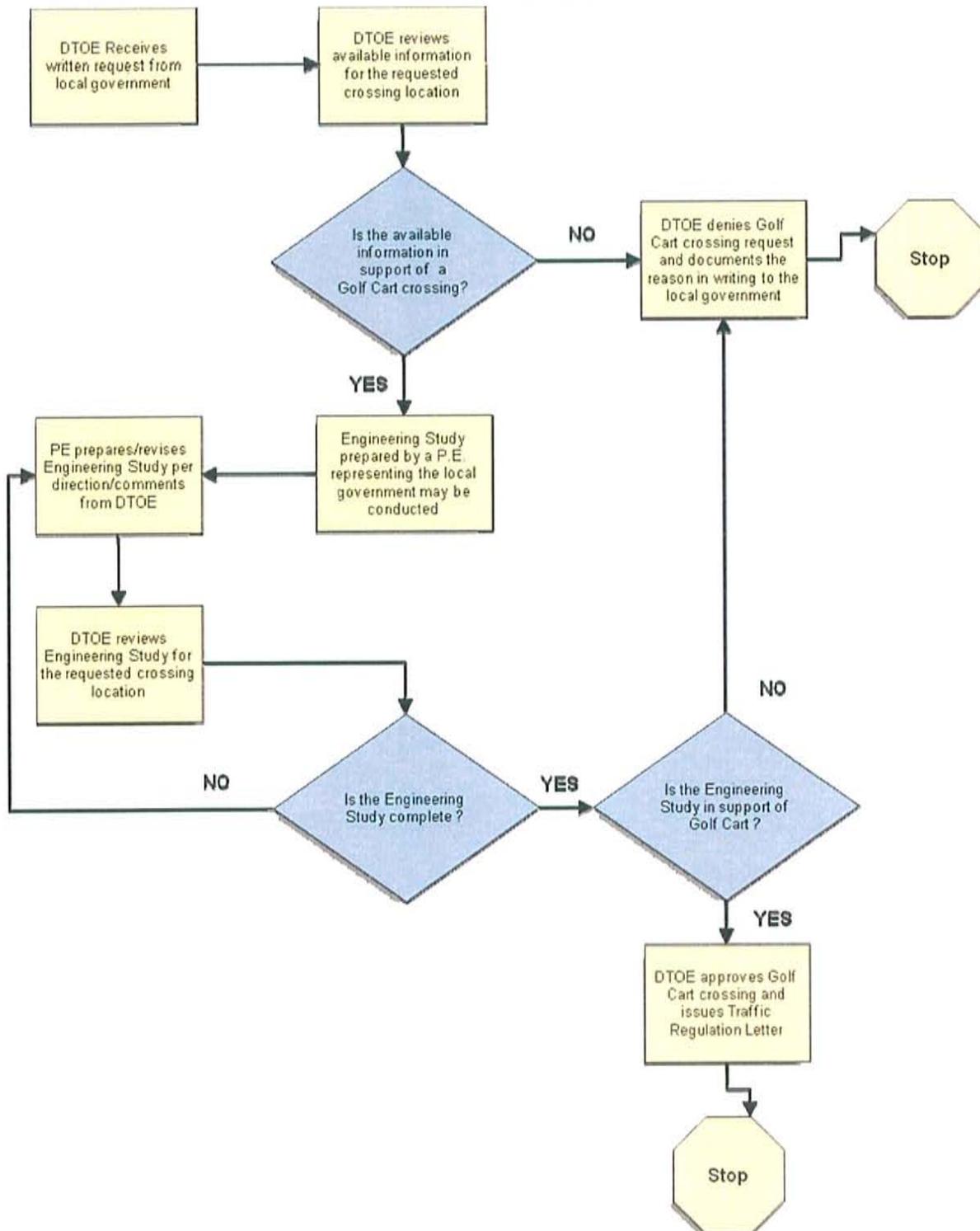
- (4) **State Roadway:** Any roadway of the State Highway System under jurisdiction of the State except limited access facilities.

5.1.4 PROCEDURE

- (1) Any golf cart crossing proposed for a location on the State Highway System shall be reviewed and approved by the appropriate District Traffic Operations Engineer prior to installation. The Department's preferred design for golf cart crossing(s) of any State Roadway shall be via grade separated facility.
- (2) A request from a local government shall be submitted to the appropriate District Traffic Operations Engineer. Non governmental entities seeking authorization for a golf cart crossings shall do so through the local government with jurisdictional authority.
- (3) If the District Traffic Operations Engineer's review of available information supports the installation of a golf cart crossing based upon the criteria outlined in **Section 5.1.5**, then a full engineering study prepared by a State of Florida licensed engineer representing the requester may be conducted.
- (4) The criteria referenced in **Section 5.1.5**, as documented in an engineering study, shall be met as a condition for approval of a golf cart crossing. The engineering study shall also contain the following information:
- (a) Document the need for a golf cart crossing based on conditions set forth in [Section 316.212, F.S.](#), i.e., verify the following:
- The intersecting county or municipal road has been designated for use by golf carts.
 - A golf course or single mobile home park is constructed on both sides of State Roadway.
- (b) Document all safety considerations with respect to intersecting sight distances, proximity to intersection and driveway conflict areas, number and configuration of approach lanes to signalized intersections, and roadway speed and volume thresholds as described in **Section 5.1.5** that can be satisfied at the proposed location.
- (c) Document the proposed golf cart crossing and/or roadway segment location (Roadway ID and Mile Post) and corresponding signing, marking, and signal treatments (if applicable). A schematic layout should be provided over aerial photography or survey to show locations of signs, markings, and other treatments in proximity to existing traffic control devices.

- (d) Document all crash history within the vicinity of the proposed golf cart crossing based upon a minimum three years of data.
- (5) If the evaluation results in a decision not to authorize the installation of a golf cart crossing, the District Traffic Operations Engineer shall document the reasons and advise the local government of the findings. *Meeting the minimum criteria outlined in this section does not guarantee approval of a request for a golf cart crossing.*
- (6) Prior to the approval of a golf cart crossing, coordination is necessary between the appropriate District Traffic Operations Office, District Maintenance Office and local governments to determine any permitting requirements or responsibilities for maintenance.

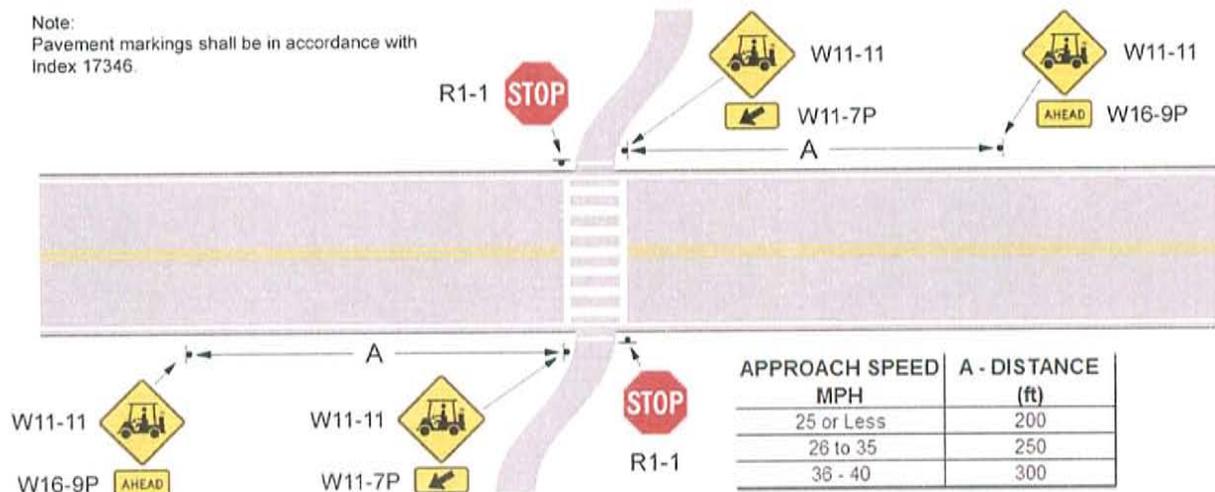
Procedure Flowchart



5.1.5 CRITERIA FOR APPROVAL OF CROSSING

- (1) **Mid-Block Crossing:** To be considered for a golf cart crossing at a mid-block location along any State Roadway where a golf course or a single mobile home park is constructed or located on both sides of the roadway, the proposed location and roadway characteristics shall meet the following criteria:
- (a) Maximum vehicular volume of 15,000 Average Daily Traffic (ADT) or less along the roadway segment.
 - (b) Maximum Posted Speed Limit of 40 miles per hour or less.
 - (c) Maximum number of lanes is three (3) with or without bike lanes.
 - (d) Maximum allowable median width is 15 feet or less.
 - (e) Minimum distance to the nearest driveway, access point or pedestrian crosswalk is 350 feet in each direction.
 - (f) Crossing along roadway tangents only with the nearest point of curvature at least 350 feet in each direction.
 - (g) A clear and unobstructed view of the roadside on the approach to the crossing.
 - (h) Mid-block crossing signing and pavement markings should be installed as shown in *Figure 5.1-1*.
 - (i) Golf carts are the only vehicle permitted to use the designated crossing or to traverse State right-of-way. Other vehicles such as Low Speed Vehicles are strictly prohibited. See [320.01\(42\) F.S.](#)

Figure 5.1-1. Mid-Block Crossing



-
- (2) **Side Street Stop Controlled Intersections:** To be considered for a golf cart crossing at a roadway intersection with side street stop control, the location along any State Roadway shall meet the following criteria:
- (a) Side street maximum vehicular volume 1,200 ADT and AM/PM Peak Hour not to exceed 110 vehicles per hour single direction.
 - (b) Main street posted speed limit or 85th percentile intersection approach speed is 35 miles per hour or less.
 - (c) Maximum crossing distance for undivided roadways shall be equal to three (3) lanes or less not including any right turn lanes, bike lanes and crosswalks. For divided roadways of four (4) lanes or less, a minimum of twenty two (22) feet median width is required. See *Figure 5.1-3*.
 - (d) Side street approaches should have an exclusive left turn lane and a shared through-right turn lane. Other lane approach configurations will be considered on case-by-case basis.
 - (e) Side street intersection alignment shall be a 90 degrees (not more than 105 degrees) angle to the mainline tangent. Skewed or offset intersections are not recommended for golf cart crossings.
 - (f) Approach stop signs and pavement markings shall be in accordance with MUTCD and FDOT ***Standard Index 17346***.
 - (g) Golf Cart signs (W11-11) should be placed on the mainline approach as shown in *Figure 5.1-2* and *Figure 5.1-3*.

Figure 5.1-2. Stop-Controlled Crossing

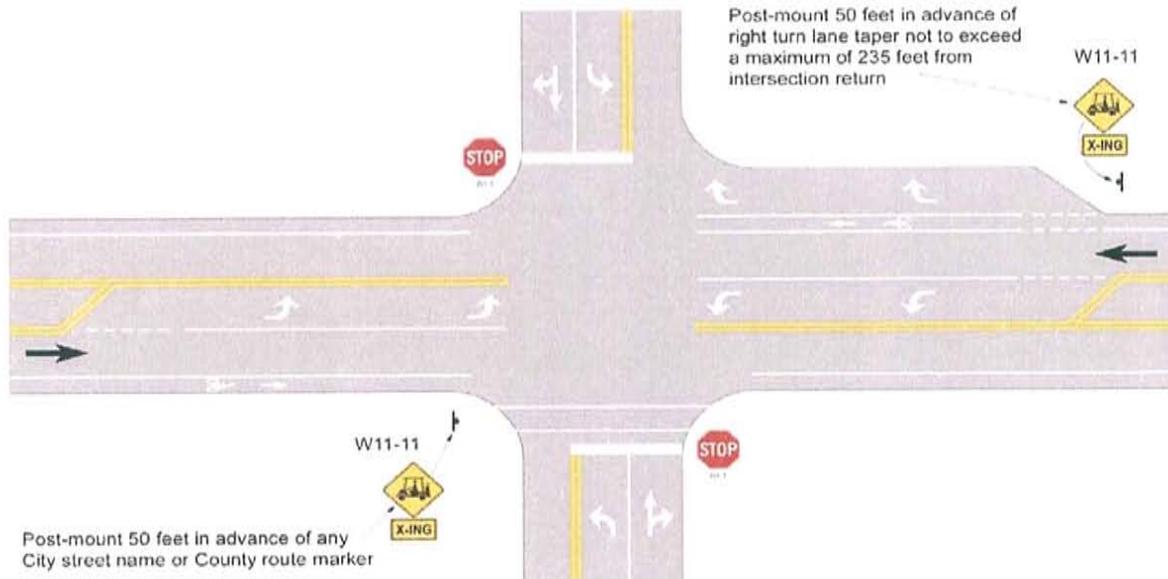
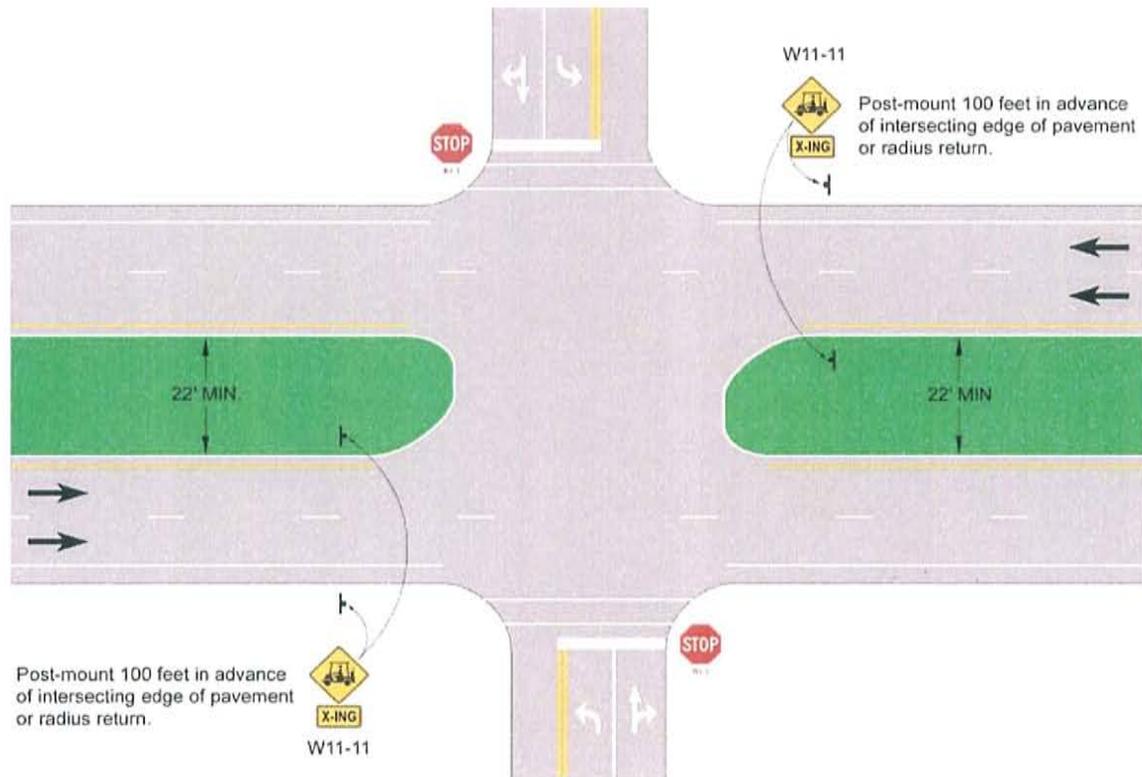


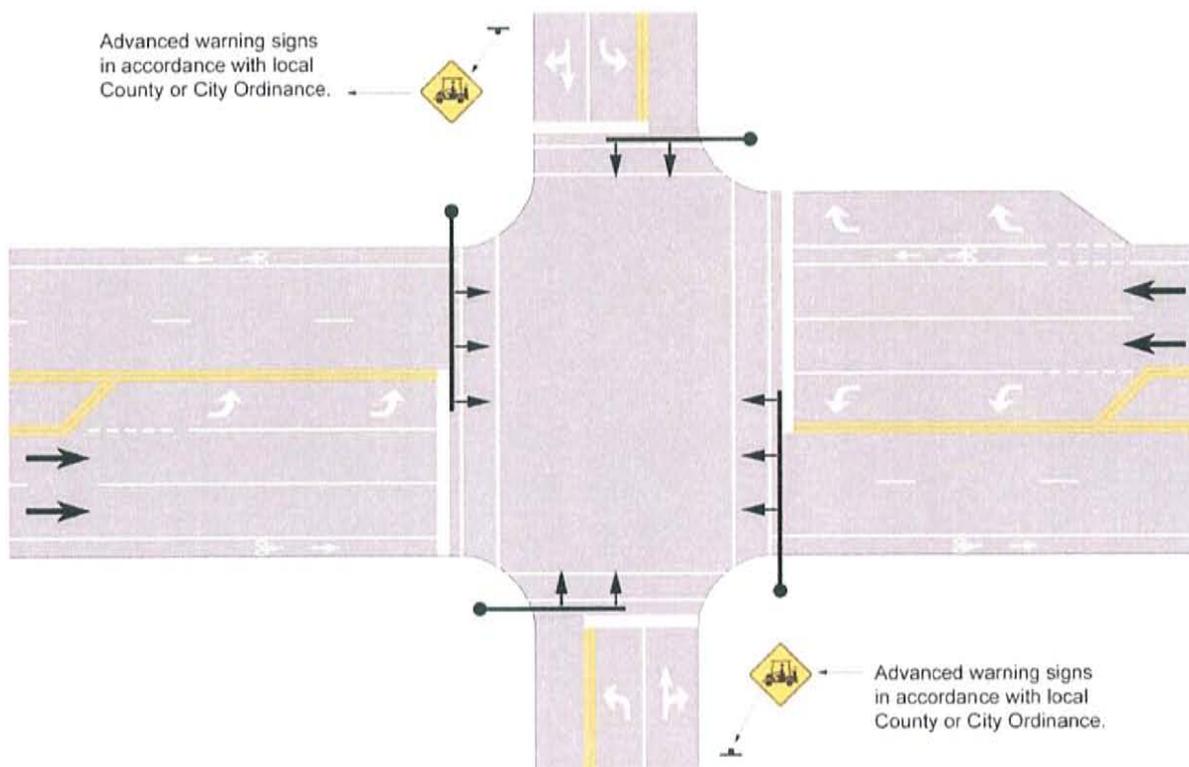
Figure 5.1-3. 4-Lane Stop-Controlled Crossing



- (3) **Full Signalized Intersections:** To be considered for a golf cart crossing at a roadway intersection with full signal control, the location along any State Roadway shall meet the following criteria:
- (a) Side street maximum vehicular volume 1,500 ADT and AM/PM Peak Hour not to exceed 200 vehicles per hour single direction.
 - (b) Side street posted speed limit or 85th percentile intersection approach speed is 35 miles per hour or less.
 - (c) Maximum crossing distance equal to five (5) lanes or less not including any right turn lanes, bike lanes, and crosswalks.
 - (d) Side street approaches should have at least one (1) exclusive left turn lane and at least one (1) exclusive through or shared through-right turn lane. Other lane approach configurations will be considered on case-by-case basis.
 - (e) Side street intersection alignment shall be a 90 degrees (not more than 105 degrees) angle to the mainline tangent. Skewed or offset intersections are not recommended for golf cart crossings.

- (f) Golf carts shall not use pedestrian crosswalks or sidewalk ramps for the purpose of crossing the mainline State Roadway.
- (g) Golf cart crossings are not permitted at "T" intersections.
- (h) For existing signalized "T" intersections, a proposed forth leg approach and receiving lane for the exclusive use of golf cart crossing shall not be permitted.
- (i) Approach traffic control signs and pavement markings shall be in accordance to MUTCD and FDOT *Standard Index 17346*.
- (j) Golf Cart signs (W11-11) should be placed on the side street approach as shown in *Figure 5.1-4*.

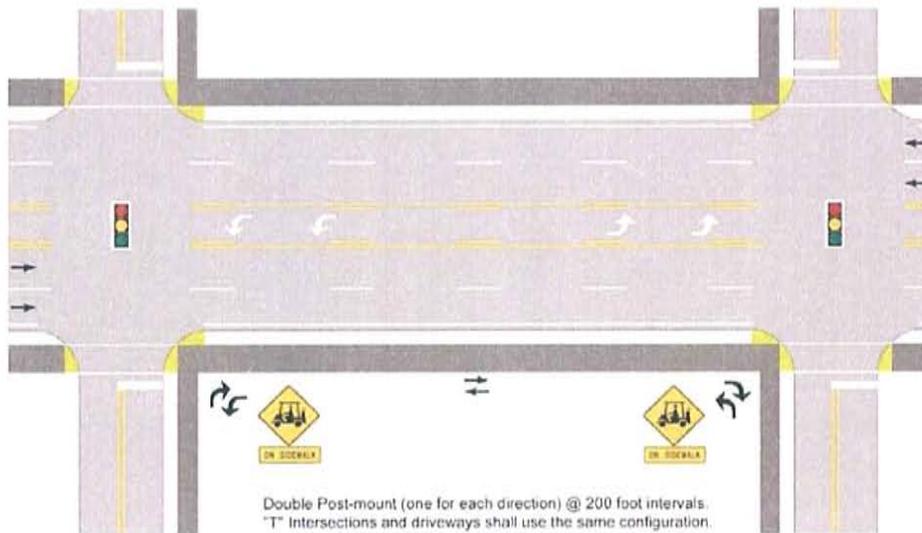
Figure 5.1-4. Traffic Signal Controlled Crossing



5.1.6 OPERATION OF GOLF CARTS ON SIDEWALKS

- (1) Under [Title 23 of United States Code, Section 217](#), existing and proposed non-motorized trails and pedestrian walkways using Federal transportation funds do not permit motorized use including golf cars or golf carts. However, the legislation authorizes exceptions and the Federal Highway Administration (FHWA) has developed framework for an exception process.
- (2) **Safety and Operational Recommendations:** The following recommendations for the operation of golf carts on pedestrian sidewalks adjacent to State Roadways should be considered when authorizing such use by local government ordinance:
 - (a) Access to State maintained sidewalks should be from county or city maintained sidewalks adjacent to side streets intersecting with State Roadways. In-street golf cart operation onto State operated sidewalks via ADA curb ramps is not permitted.
 - (b) Crossing State Roadways from county or city maintained streets or sidewalks to access State operated adjacent sidewalks is not recommended. If a local government submits a request for golf cart crossing and seeks consultation for golf cart operation on a State operated sidewalk at the same location, the golf cart crossing will not be allowed.
 - (c) A minimum un-obstructed sidewalk width of 8 feet is required and separated from back of curb or edge of shoulder by at least 5 feet is recommended.
 - (d) A minimum width of 4 foot grassed or stabilized, relatively flat area should be provided beyond the outside edge of sidewalks for recovery or stalled golf carts. Sidewalks with existing adjacent drainage features or fencing should not be considered.
 - (e) Golf cart operation on State operated sidewalks should terminate at a connecting county or city maintained sidewalk.
 - (f) State approved, Golf Cart on Sidewalk signs should be installed along State operated sidewalks as shown if *Figure 5.1-4*.

Figure 5.1-4. Golf Cart Operation on Sidewalks



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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: JANUARY 18, 2011**

AGENDA TAB NO: 7

SUBJECT TITLE: Approval of Change Order for Design and Engineering Services for Train Station Construction

OBJECTIVE:

To have City Council approve the attached Change Order with BESH engineering firm for permitting, design and engineering services for the reconstruction of the old Train Station in the amount of \$61,500.

DISCUSSION

At its meeting held December 21, 2011 the City Council approved lease agreements with the Tavares Chamber of Commerce and the Tavares, Eustis and Gulf, LLC (TEG) company to lease portions of a reconstructed Train Station at Wooton Park.

The estimated cost of not to exceed \$450,000 was approved subject to final Council approval of the design and guaranteed maximum price for the project.

In order to proceed forward with the project, a design team needs to be selected for the project. As previously discussed with City Council, it is suggested that the Railroad Station project be included as a Change Order to the already approved contract with Booth, Ern, Straughn and Hiott (BESH) for the Pavilion on the Lake project.

Staff has negotiated a flat fixed fee of \$61,500 for the permitting, design, construction and project oversight as shown in the attached fee breakdown. This is 16.3% of the estimated construction cost for a relatively complex design component with the historical re-creation. In the main contract for the Pavilion, the BESH fees were 15% of the estimated construction costs.

The City Attorney has prepared and approved the attached Change Order.

Staff recommends that it be approved so that this project can move forward.

OPTIONS:

1. To move to approve the attached Change Order with BESH for the Train Station project.

2. To not approve the attached Change Order.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Change Order with BESH for the Train Station project.

FISCAL IMPACT:

The fiscal impact is \$61,500 and is within the confines of the proposed project budget.

LEGAL CONSIDERATIONS:

The City Attorney has prepared and approves the attached Change Order.

**ESTIMATE OF
PROBABLE COST
FOR
TAVARES TRAIN DEPOT**

TAVARES TRAIN DEPOT		Estimate of
DATE:	7/18/2011 updated 1-9-12	Probable Cost
subphase		BUDGET
1	<u>GENERAL REQUIREMENTS</u>	\$36,800.00
2	<u>SITWORK</u>	\$38,000.00
3	<u>CONCRETE</u>	\$19,556.00
4	<u>MASONARY</u>	\$26,207.00
5	<u>METALS</u>	\$6,840.00
6	<u>CARPENTRY</u>	\$55,072.00
7	<u>ROOFING & INSULATION</u>	\$14,384.00
8	<u>DOORS, WINDOWS & GLASS</u>	\$20,145.00
9	<u>FINISHES</u>	\$23,137.00
10	<u>SPECIALTIES</u>	\$3,679.00
11	<u>EQUIPMENT & APPLIANCES</u>	\$5,500.00
12	<u>CABINETS & FURNISHINGS</u>	\$4,000.00
13	<u>SPECIAL CONSTRUCTION</u>	\$0.00
14	<u>CONVEYING SYSTEMS</u>	\$0.00
15	<u>MECHANICAL SYSTEM</u>	\$25,700.00
16	<u>ELECTRICAL SYSTEM</u>	\$40,700.00
17	<u>PLUMBING SYSTEM</u>	\$6,230.00
	CONTINGENCIES	\$16,297.50
	<u>SUB-TOTAL</u>	\$342,247.50
	CM at Risk	\$35,000.00
	<u>CONSTRUCTION BUDGET</u>	\$377,247.50
	Engineering/Architecture/Permitting	\$61,500.00
	<u>PROJECT BUDGET</u>	\$438,747.50

**CHANGE ORDER TO AGREEMENT BETWEEN
CITY OF TAVARES, FLORIDA AND
BOOTH ERN STRAUGHN & HIOTT, INC.
FOR
ADDITIONAL ENGINEERING SERVICES FOR
CONSTRUCTION OF THE PAVILION ON THE LAKE PROJECT**

This is a change order to the September 13, 2011 Agreement entered into between the City of Tavares, Florida, a political subdivision of the State of Florida, hereinafter referred to as the CITY, and Booth, Ern Straughan & Hiott, Inc., a Florida corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

RECITALS:

1. On February 6, 2008, CONSULTANT was duly selected to provide engineering and related consulting services to the CITY in connection with the design and construction of the Pavilion on the Lake Project (the "Project").

2. On September 13, 2011, the parties entered into the Agreement Between City of Tavares, Florida and Booth Ern Straughan & Hiott, Inc. for Engineering Services for Construction of the Pavilion on the Lake as part of its Wooton Park Multi-Modal Project.

3. The CITY now desire to expand the scope of the CONSULTANT's services related to the design and construction of the Project by adding the construction of a Train Station ("Amended Project"), which is within the Wooton Park boundaries and is part of the Wooton Park Multi-Modal Project.

4. The Amended Project is substantially similar to the Project.

5. CONSULTANT desires to enter into an agreement with the CITY, and the CITY desires to enter into an agreement with CONSULTANT, for the provision of the services needed for the Amended Project in accordance with the terms and conditions described herein.

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

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is to set forth the additional services to be provided by CONSULTANT and to establish the terms and conditions under which those services shall be provided to the CITY.

Article 3. Scope of Additional Professional Services and Term

3.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONSULTANT to perform the additional services set forth in the Scope of Additional Work, attached hereto and incorporated herein as **Exhibit A-1**. Services not specifically identified in **Exhibit A-1** may be added upon mutual consent, in writing, of the parties.

3.2 This Agreement for additional services shall not have a fixed term, but shall remain in effect until final completion of the Amended Project. Final completion of the project shall be defined as once a Certificate of Occupancy is issued and the Construction Manager has successfully completed the Contractor's punch list as determined by the CITY, with the advice of the CONSULTANT. Notwithstanding the term described herein, after final completion of the project, CONSULTANT shall provide up to ten (10) additional hours of CONSULTANT's time dedicated to the Amended Project to address any issues presented during the warranty period at no additional cost to the CITY.

Article 4. Payment for Additional Services

4.1 Payment terms for services rendered under **Exhibit A-1** of this Agreement are set forth in **Exhibit A-1**. Payment for services rendered under **Exhibit A-1** shall be based on the hourly fees set forth in the Tavares Train Depot Staff Hourly Breakdown attached hereto and incorporated herein by reference as composite **Exhibit B-1**, but shall not exceed the amounts set forth in **Exhibit A-1**. CONSULTANT shall be obligated to complete all work required under **Exhibit A-1**, even if the not-to-exceed figure is exhausted. It is the intent of the parties that this Agreement shall be a "not-to-exceed" agreement.

4.2 Other than the hourly rates set forth in **Exhibit B-1**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder, except as provided for in this Agreement.

4.3 Invoices shall be submitted in duplicate to the Finance Department, Attn: Lori Houghton, Post Office Box 1068, Tavares, Florida 32778. Each invoice shall contain an identifying number or name of the job and a detailed description of services and fees, including the number of hours worked per Task being billed, and the title of the employee performing such services.

4.4 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Article 5. Incorporation of Prior Agreement

5.1 All provisions of the parties' September 13, 2011 Agreement shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duty authorized officials this Agreement, in separate counterparts, which shall be deemed an original on the date last signed as below written.

CONSULTANT:

Booth Ern Straughan & Hiott, Inc.

By: Robert A. Ern, Jr., P.E.
Its: Vice-President

This _____ day of _____ 2012.

ATTEST:

Nancy A. Barnett
City Clerk

Approved as to form and legality:

Robert Q. Williams
City Attorney

CITY:

City of Tavares, Florida, a Florida municipal
corporation

By: Robert Wolfe
Its: Mayor

This _____ day of _____ 2012.

SCOPE OF ADDITIONAL WORK AND FEES

The terms set forth herein are intended to describe in detail the various tasks that CONSULTANT must perform under this agreement. Generally, the CONSULTANT shall be responsible for providing all design and other related services for the Amended Project, including, but not limited to, Civil/Site Design, Utility Design, and Architectural Design. All work provided by CONSULTANT shall be of the utmost quality and conform to the safety and other standards of the field. All work described herein shall be completed timely and in accordance with timeframes set forth by the CITY.

The estimated budget for the Amended Project is Four Hundred and Fifty Thousand Dollars and 00/100 (\$450,000). The parties understand that this number includes the costs described in this contract and the costs described in the change order to the Agreement between the CITY and the Construction Manager (AIA Document 133 – 2009). Regardless of whether there are additional changes to the estimated Amended Project, the cost of the tasks described herein shall not exceed the amounts provided herein unless changes to the costs are approved, in writing, by the CITY.

TASK I PERMITTING/SURVEYING

CONSULTANT shall assist the CITY in obtaining all permits (Federal, State, and local) necessary for the Project except as described herein. To do this, CONSULTANT shall advise the CITY of the necessary permits, assist the CITY in preparation of all necessary permit applications, and facilitate payment of any permitting fees. The CITY will be responsible for the payment of the permitting or application fee in the amount required by the third party entity. If the CONSULTANT advances costs for a permitting or application fee, the CITY shall reimburse the CONSULTANT for the amount of the fee. No modifications to the existing Environmental Resource Permit No. ERP35-0291892-002-EM, issued on January 27, 2010 are included in this provision. In the event the CITY desires to modify the existing Environmental Resource Permit, the parties shall renegotiate the fee to be paid to CONSULTANT for its assistance with such modification. CONSULTANT shall also work with the City to obtain a permit from the Florida Central Railroad for the placement of the proposed Train Depot within the r/r right-of-way.

CONSULTANT, at its expense, shall complete all necessary surveying to design and obtain a Certificate of Occupancy for the Project.

FEE: \$5,900 (Not to Exceed)

TASK II CIVIL/SITE/UTILITY ENGINEERING DESIGN

CONSULTANT will prepare Civil Engineering Site Drawings for the Project. Services will include Civil and Site Design, Utility Design, and related permitting for said services. The scope of these services shall include, but is not limited to, the following:

1. Prepare detailed design drawings for the proposed site, including geometry, grading, drainage and pedestrian circulation.

2. Prepare detailed design drawings for utilities to serve the site, including sanitary sewer and potable water.

FEE: \$5,750.00 (Not to Exceed)

TASK III PROJECT TEAM DESIGN MEETINGS/PROJECT ADMINISTRATION

CONSULTANT shall be responsible for administrative services necessary to coordinate all aspects of the project through the planning, design, permitting and construction phases with both the CITY, as well as the design team and Construction Manager. CONSULTANT agrees to perform all tasks of the "Design Professional" that are described in the Agreement between the Owner and the Construction Manager (AIA Document 133 – 2009) attached hereto as **Exhibit C**. These services, include, but are not limited to, project scheduling during the design and construction phases of the project, and project design meetings with the Construction Manager during the design and construction phases, including value engineering and QA/QC meetings.

FEE: \$4,640.00 (Not to Exceed)

TASK IV CONSTRUCTION ADMINISTRATION SERVICES

CONSULTANT will advise and consult with CITY and act as its representative during construction. CONSULTANT will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. CONSULTANT will review and approve shop drawings, results of tests and inspections and other data that the Construction Manager is required to submit which are related to the site and utility improvements.

Based upon the on-site observations and field survey as-builts to be provided by Construction Manager, CONSULTANT shall prepare and submit certifications of completions to the following State and local agencies, and any other necessary agencies, as required:

1. City of Tavares.
2. Florida Central Railroad

Fee: \$3,125.00 (Not to Exceed)

TASK V ARCHITECTURAL SERVICES

CONSULTANT agrees to be responsible for providing architectural services for the design development, construction documents, and construction administration of a train depot.

Task 1: The design scope shall include a one story exterior replica of the historic train depot that burned in 1988. The depot will be designed to accommodate the space requirements of the Chamber of Commerce and the Train Excursion Vendor as available in the 2,681 square foot shell plan, attached as Exhibit A. All structural, electrical, mechanical and plumbing design will be provided as a part of our services.

Task 2: The design shall include a +/- 400 sf structure to accommodate storage of solid waste dumpsters. The structure will be designed to match the context of the Depot and Rail Platform. All structural, electrical, mechanical and plumbing design will be provided as part of our services.

Fee: Task 1: \$30,000.00 (Not to Exceed)
Task 2: \$5,600.00 (Not to Exceed)

TASK VI LANDSCAPE ARCHITECTURAL SERVICES

CONSULTANT shall be responsible for engineering, preparation of construction specifications, and construction inspection services related to the landscape and irrigation improvements required for the proposed Train Depot site.

Fee: \$3,490.00 (Not to Exceed)

Task VII PRINTING/COPYING

CONSULTANT shall be responsible for providing all necessary printing and copying to carry out all tasks described in this Scope of Work. CONSULTANT shall include the actual cost (no mark-up) of the printing/copying in its invoices submitted to the CITY. CONSULTANT shall attach to the invoices copies of the actual bills or receipts for said printing and copies.

Fee: \$2,995 (Not to Exceed)

SUMMARY FEE SCHEDULE

TASK I	\$5,900.00
TASK II	\$5,750.00
TASK III	\$4,640.00
TASK IV	\$3,125.00
TASK V	\$35,600.00
TASK VI	\$3,490.00
TASK VII	\$2,995.00
TOTAL	\$61,500.00

Exhibit B-1

Tavares Train Depot Staff Hourly Breakdown Worksheet

Task I - Permitting/Surveying

Rob, 10 hours @ \$145/hr = \$1,450.00
Crew, 20 hours @ \$100/hr = \$2,000.00
Tech II, 20 hours @ \$50/hr = \$1,000.00
Mike S, 10 hours @ \$145/hr = \$1,450.00
Total = \$5,900.00

Task II - Civil/Site/Utility Engineering Design

Brad, 30 hours @ \$95/hr = \$2,850.00
Rob, 20 hours @ \$145.00 = \$2,900.00
Total = \$5,750.00

Task III - Project Team Meetings/Project Administration

Rob, 32 hours @ \$145/hr = \$4,640.00

Task IV - Construction Administration

Brad, 10 hours @ \$95/hr = \$950.00
Rob, 15 hours @ \$145/hr = \$2175.00
Total = \$3,125.00

Task V - Architectural Design

Train Depot = \$30,000.00
Dumpster Building = \$5,600.00

Task VI - Landscape Architectural Design

Landscape/Irrigation Design = \$3,490.00

Task VII - Printing/Copying

Printing/Copying = \$2,995.00

Total = \$61,500.00

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: JANUARY 18, 2011**

AGENDA TAB NO: 8

SUBJECT TITLE: Approval of Change Order for Construction Manager Services for Train Station Construction

OBJECTIVE:

To have City Council approve the attached Change Order with Emmet Sapp Builders, Inc. for Construction Manager services for the reconstruction of the old Train Station for 10% of the guaranteed maximum price not to exceed \$35,000.

DISCUSSION

At its meeting held December 21, 2011 the City Council approved lease agreements with the Tavares Chamber of Commerce and the Tavares, Eustis and Gulf, LLC (TEG) company to lease portions of a reconstructed Train Station at Wooton Park.

The estimated cost of not to exceed \$450,000 was approved subject to final Council approval of the design and guaranteed maximum price for the project. Lease payments from the Chamber and the Railroad will cover the costs for the financing of the project.

In order to proceed forward with the project, a Construction Manager needs to be selected for the project. As previously discussed with City Council, it is suggested that the Railroad Station project be included as a Change Order to the Pavilion on the Lake project.

The attached Change Order has been prepared by the City Attorney and recommends a fee of 10% of the guaranteed maximum price project construction cost not to exceed \$35,000. This is the same percentage fee as approved for the Pavilion on the Lake project.

OPTIONS:

1. To move to approve the attached Change Order with Emmett Sapp Builders, Inc.
2. To not approve the attached Change Order

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Change Order with Emmett Sapp Builders, Inc.

FISCAL IMPACT:

The proposed fee is within range of the estimated project budget.

LEGAL CONSIDERATIONS:

The City Attorney has prepared and approves the attached Change Order.



AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Pavilion Construction - Emmett Sapp/City of Tavares	DIRECTIVE NUMBER: 001 DATE:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: Construction at Wooton Park	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Emmett Sapp Builders, Inc.	CONTRACT DATED: 10/12/11	CONSULTANT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

See Amended Scope of Work (for Train Station Construction) that will be attached once completed.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$0.00
 - Unit Price of \$ _____ per _____
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows: At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Design Professional, the Construction Manager shall prepare an Amended Guaranteed Maximum Price (AGMP) that takes into account the Amended Scope of Work described herein for the Owner's review and acceptance. Notwithstanding the agreed upon AGMP, the Construction Manager's fee for the increase in the scope of work shall be ten percent (10%) of the increase in the GMP, or thirty five thousand dollars (\$35,000), whichever is less. The Construction Manager shall be required to furnish a performance and payment bond for the additional work. Prior to the Owner's issuance of the Notice to Proceed, the Construction Manager shall obtain an increased performance and payment bond in the amount of 110% of the increase in the agreed upon AGMP.
- The Contract Time is proposed to increase. The proposed adjustment, if any, is TBD days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

_____ DESIGN PROFESSIONAL	_____ OWNER <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>
_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>
_____ DATE	_____ DATE	_____ DATE

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012**

AGENDA TAB NO: 9

SUBJECT TITLE: Discussion of Draft Policy for Facility Use and Fees for Commercial and Non-Commercial Activities Operating in Tavares Parks, With the Exclusion of Wooton Park

OBJECTIVE: To discuss the attached draft Facility Use and Fee Policy for Commercial and Non-Commercial Activities Operating in Tavares Parks, with the exclusion of Wooton Park.

SUMMARY: Periodically, staff members are approached by business owners requesting to utilize city parks and parks amenities to assist them in their business ventures and some examples have been:

- Tennis instructors asking to use the tennis courts for paid instruction
- Tour boat operators who are using the city docks to pick up tourists
- Fitness instructors requesting to use the fitness equipment at Aesop's park for fitness classes
- Coaches of travel baseball teams requesting to use the baseball fields for games

Staff has developed the attached Facility Use and Fee Policy for Commercial and Non-Commercial Activities for those who wish to conduct business in the city's parks. It should be noted that Wooton Park is excluded from this policy, as it operates under its own policy.

If this policy is approved the policy and fees will be incorporated into an ordinance and brought back for Council approval. Staff will send a letter with a copy of the ordinance to the local boat tour companies in Lake County which will include:

Air Sea and Promotions at Al's Landing

111 W. Ruby St.
Tavares, FL 32778

Captain Dave's 'Sea Venture II'

U.S. 441 at Tavares Recreation Water Park
Tavares, FL 32778

Premier Boat Tours located at Lakeside Inn

100 N. Alexander St.

Mount Dora, FL 32757

Bartholomews Yesteryear Cruises

Recreation Park in Tavares on 441
Tavares, FL 32778

Central Florida Nature Adventures

35830 County Road 439
Eustis, FL 32736

Rusty Anchor

400 W. Fourth Ave.
Mount Dora, FL 32757

It is anticipated that those companies that are currently operating in city parks will respond to our request to complete the application packet. It is also anticipated, that it will be necessary for staff to periodically monitor the city's parks, particularly, Tavares Recreation Park, for those company owners who are not aware of the policy.

It is anticipated that enforcement will be provided by the city's Code Enforcement Officer.

OPTIONS:

1. Discuss and direct staff to develop Ordinance to adopt the attached Facility Use and Fee Policy for Commercial and Non-Commercial Activities which take place in the city's parks
2. Do not direct staff to develop Ordinance

STAFF RECOMMENDATION:

Move to direct staff to develop an ordinance for Facility Use and Fees for Commercial and Non-Commercial Activities which take place in the City Parks

FISCAL IMPACT: n/a

LEGAL CONSIDERATIONS: under review for incorporation into an ordinance if approved by Council



DRAFT

**Community Services Department
Division of Parks & Recreation**

**FACILITY USE AND FEE POLICY
For Commercial and Non-Commercial Use**

Purpose:

This policy is intended to establish a standardized approach with regard to reservation procedures and associated fees for City facilities and programs. This policy provides a guideline for determining who our user groups are and what groups should pay to recover some of the maintenance and operating costs to lessen the burden on the City taxpayers, while continuing to provide cost-affordable services for our constituents.

Authority:

The Community Services Department: Division of Parks and Recreation, shall develop Facility Use Policies to include reservation and fee guidelines for all appropriate uses of parks and facilities. Staff will review these policies annually to ensure the purpose above is met. Authority is granted via the City of Tavares City Council.

Need and Benefit:

It is the responsibility of the Community Services Department: Division of Parks and Recreation to offer a variety of facilities and programs providing for a variety of recreational opportunities for the well being of our citizens. Benefits include individual and community wellness, venues for social interaction and education, economic enhancements, and environmental awareness and protection. The ultimate benefit is improved quality of life for the citizens of Tavares.

Because of the rapid growth in population and demand for recreational services, it has become necessary to adopt a sound and consistent policy that will assist staff with the administration of services.

Philosophy:

The guiding principle of the City of Tavares Community Services Department: Division of Parks and Recreation is to improve the quality of life for Tavares citizens by providing excellence in parks and recreational facilities, programs, and services. The goal is to provide something for everyone in the most efficient ways possible. Firm facility use policies, reviewed and updated periodically, are paramount to the success of this mission.

Facilities Available:

- | | |
|-----------------------------|------------------------------|
| 1. Soccer/Football Field | 5. Ingraham Community Center |
| 2. Baseball/Softball Fields | 6. TRA Room |
| 3. Tennis Courts | 7. Tavares Civic Center |
| 4. Dog Park | 8. Kitchens/Concessions |
| | 9. Boat Docks/Facilities |

Programs Offered:

1. Summer Camp
2. Youth Sports
3. Adult Sports
4. Instructor-Lead Programs

Facility Reservation Guidelines:

All facilities are available to individuals on a first-come, first-serve basis during normal operating hours, unless the facilities are reserved per the following (after-hours use, if available, could require payment for staffing overtime expenses):

All group activity and reserved facilities require an approved reservation request form to be completed by the requester and, if approved, must be paid for in person within 72-hours of approval. Phoned in reservations will only be held for 72 hours. City and co-sponsored programs take priority.

- *Soccer/Football Fields* - Fields are normally reserved by City or co-sponsored sports programs. If fields are not reserved for these programs, others may reserve the fields up to 90 days in advance. At least seven business days may be necessary if special arrangements are requested. Reservations are generally not accepted with less than three days' notice.
- *Baseball/Softball Fields* - Fields are normally reserved by City or co-sponsored sports programs. If fields are not reserved for these programs, others may reserve the fields up to 90 days in advance. At least seven business days may be necessary if special arrangements are requested. Reservations are generally not accepted with less than three days' notice.
- *Tennis Courts* - All courts are normally first come, first serve basis, however, tennis courts can be reserved up to one week in advance for a fee.
- *Dog Park* - First-come, first-serve access to park. This facility can be reserved for special events up to 90 days in advance. Reservations must be made at least seven days in advance of event.
- *Meeting/Activity Rooms* - Rooms can be reserved up to one year in advance. Multiple date reservations may be made 90 days in advance, and no more than once a week without special approval. At least one to three business days may be necessary if special arrangements are requested.
- *Kitchens* - Kitchens are available at the Tavares Civic Center and Ingraham Center. They can be reserved in conjunction with the facility for an additional fee.
- *Boat Docks/Facility* - First-come, first-serve complimentary parking. Boating facilities can be reserved for special events and tours.

Facility User Categories:

CATEGORY I*

Any programs or activities managed or co-sponsored by the City of Tavares through a formal agreement, or other governmental agencies deemed appropriate by the City Council (i.e., nonselective youth and adult athletic programs).

CATEGORY II

Any State or Federally-recognized, nonprofit, civic groups, charitable organization or individuals hosting public recreation and civic functions for which no admission or donation charges are required or accepted (i.e., homeowners' associations and selective youth athletic programs).

CATEGORY III

Any organizations or individuals utilizing facilities for a private function or fundraising (i.e., invitational sports tournaments and nonprofit fundraising events).

CATEGORY IV

Any commercial activities or services being offered on city properties where fees are collected or donations are accepted (i.e. sight-seeing boat tours, private tennis lessons, private fitness instruction, etc.) and which include but are not limited to these activities:

1. Picking up and dropping off passengers;
2. Soliciting or advertising commercial activity for hire at a city-owned site;
3. Designating the city-owned site address as the physical address of a commercial business or the meeting location for commercial business activity;
4. Collecting or attempting to collect any compensation at a city-owned site

Contractor must complete and/or provide the following:

- A. Agreement for Instructional/Recreational/Commercial Activities & Services shall be made at the Recreation office located at 123 N. St. Clair Abrams, Tavares on a form furnished by the CITY;
- B. An Independent Contractor Application (at the same);
- C. Liability insurance as outlined in this agreement, adding the CITY as Additional Insured with endorsement;
- D. Appropriate licensures, i.e. (Health Department, U.S. Coast Guard, etc.);
- E. A City of Tavares Occupational License, which can be obtained at the Finance Department located at 201 E. Main Street, Tavares;
- F. Applications for mobile food vendor licenses, if applicable, shall be made at the Community Development office located at 201 E. Main Street, Tavares, on a form furnished by the CITY.

The Tavares City Council may revoke a vendor Agreement/Application for any or all of the following reasons:

1. The licensee or any of the licensee's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the licensee's business;
2. False statements on the license Agreement/Application;
3. Failure to comply with any U.S. Coast Guard, State Health Department etc. requirements and/or regulations;
4. The licensee or any of the licensee's agents or employees violates any provision of this Article;
5. Revocation by any jurisdiction of any other business-related license or permit held by licensee;
6. The licensee is convicted in any jurisdiction of any felony or crime of moral turpitude;
7. The licensee conducts business in a manner that violates State and city traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property

***Note:** Co-sponsored leagues which fall within Category I will not be charged for basic recreation program use of facilities. However, any programmed use outside basic recreation programs, such as tournaments, training camps, etc., will fall under the Category II or Category III rate schedule.

****** For policy information and fee schedules related to Wootton Park, please contact the Seaplane Base and Marina by calling 352.742.6267.

**CITY OF TAVARES PARKS & RECREATION DIVISION
FACILITY AND PROGRAM FEES**

Activity/Facility	Fees as of January 1, 2012			
I. CAMPS				
A. Summer Day Camp				
Ingraham Community Center	\$7 registration fee, \$65/week			
II. YOUTH ATHLETIC LEAGUES				
A. Baseball	\$65/player			
B. Softball	\$65/player			
C. Start Smart Baseball	\$40/player			
D. Flag Football	\$65/player			
III. ADULT ATHLETIC LEAGUES				
A. Co-Ed Softball	\$350/team			
B. Men's Softball	\$350/team			
-----RATES BY CATEGORY-----				
	I.	II.	III.	IV.
IV. SPORTS FIELDS AND COURTS				
A. Baseball/Softball Fields	n/a	\$30/hour, \$50/day	\$30/hour, \$50/day	\$40/hour, \$70/day
B. Multipurpose Fields	n/a	\$30/hour, \$50/day	\$30/hour, \$50/day	\$40/hour, \$70/day
C. Field Lights	n/a	\$7.50/hour (minimum 2 hr)	\$7.50/hour (minimum 2 hr)	\$7.50/hour (minimum 2 hr)
D. Tennis Courts	n/a	\$25/hour	\$25/hour	\$30/hour
E. ENERGI Exercise Equipment	n/a	\$25/hour	\$25/hour	\$30/hour
V. OTHER FACILITIES				
A. Dog Park	n/a	\$25/hour	\$25/hour	\$30/hour
B. Boat Docks / Facilities	n/a	\$25/hour	\$25/hour	\$30/hour
C. Ingraham Community Center	n/a	\$12/hour	\$20/hour	\$20/hour
D. TRA Room	n/a	\$10/hour	\$15/hour	\$15/hour
E. Tavares Civic Center	n/a	\$12/hour	\$20/hour	\$20/hour
F. Kitchen	n/a	\$5/hour	\$10/hour	\$10/hour

CITY OF TAVARES PARKS & RECREATION DIVISION
AGREEMENT FOR INSTRUCTIONAL/RECREATIONAL/COMMERCIAL ACTIVITIES & SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF TAVARES, a political subdivision of the State of Florida, its successors and assigns (hereinafter referred to as "CITY" and _____ (hereafter referred to as "CONTRACTOR").

WHEREAS, the CITY desires to make instructional, recreational and commercial activities within its city parks available to the residents of CITY; and

WHEREAS, CONTRACTOR is an: instructional or recreational service provider, or commercial activities provider, in the area of _____ who desires to furnish instructional and recreational service, other commercial activity.

NOW, THEREFORE, in consideration of the mutual terms and conditions, covenants, promises, and payments hereafter set forth, CITY and CONTRACTOR hereby agree as follows;

1. Services: CONTRACTOR agrees to:

1.1 In the event CONTRACTOR is performing instructional and recreational services, the following shall apply:

a) CONTRACTOR shall furnish instructional and recreational services in the area of _____

b) CONTRACTOR shall conduct a term of classes in such location(s) and times as detailed in the schedule attached hereto and incorporated herein by reference.

1.2 In the event CONTRACTOR is performing commercial activities, the following shall apply:

a) CONTRACTOR shall furnish the following commercial activities: _____.

b) CONTRACTOR shall furnish said commercial activities at the locations listed in the attached Scope of Services.

c) CONTRACTOR shall remit payment to the CITY in the amount of: \$ _____ per day / week / month (circle one).

1.3 Conduct all services, regardless of type of services, in a careful and responsible manner with due regard for the safety of participants and others.

1.4 Be solely responsible, at own expense, for obtaining needed supplies which are not to be provided by CITY.

1.5 Be solely responsible for securing the services of and compensating assistants or other personnel as may be required to adequately and safely perform any and all services provided herein.

2. Compensation:

2.1 In the event CONTRACTOR is providing instructional and recreational services, the following shall apply:

CITY shall register all students for CONTRACTOR's instruction, and shall collect and record all fees. Within forty-five (45) days following the close of registration for any instructional session, CONTRACTOR shall receive payment of seventy percent (70%) of all fees collected for such session.

2.2 All payments to the CONTRACTOR shall be made in accordance with the provisions of Sections 218.70 through 218.79, Florida Statutes ("Florida Prompt Payment Act").

3. Term. The term of this Agreement shall be from _____ to _____.

4. Termination.

4.1 This Agreement may be terminated by CITY for cause or convenience. Such termination shall be effective upon receipt by the CONTRACTOR of written notice of termination. CITY shall be liable only for payment for services performed or furnished prior to the effective time of such termination.

4.2 CONTRACTOR may terminate this Agreement for cause or convenience by giving CITY thirty (30) days written notice. CITY shall be liable only for the payment for services performed or furnished prior to the effective time of such termination.

5. Independent Contractor: CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be by CONTRACTOR and employees of CONTRACTOR and subject to supervision by CONTRACTOR and not as officers, employees, or agents of CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be the responsibility of CONTRACTOR.

6. Indemnification: CONTRACTOR shall indemnify and hold CITY, its officers, agents, servants and employees, harmless from and against any liability, loss, claim, or cause of action of whatsoever kind or nature arising out of error, omission, negligent act, intentional act, conduct or misconduct of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement. CONTRACTOR shall also indemnify CITY against all liability and loss in connection with and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workers' compensation insurance, social security and income tax laws with respect to CONTRACTOR'S employees engaged in performance of this Agreement.

7. Insurance: CONTRACTOR shall submit evidence of insurance in the types and amounts, along with any special conditions, as required by the Risk Manager of the CITY and such insurance shall add the CITY as an additional insured with endorsement. Levels should be as indicated as shown in Attachment A and Attachment B.

“City reserves the right to review the adequacy of its insurance requirements for a specific use and any added risk that may accompany that use; and to exercise the right to require increased coverage when necessary.”

8. Miscellaneous:

8.1 CONTRACTOR shall without additional expense to CITY be responsible for obtaining any necessary licenses, and for complying with any applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of tile services specified herein.

8.2 CONTRACTOR shall be responsible for all damage to persons or property that occurs as a result of CONTRACTOR'S fault or negligence.

8.3 CONTRACTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, CITY, the public, and the property of others in the performance of services under this Agreement.

8.4 CONTRACTOR shall not promote any privately owned business or studio at a CITY facility or solicit any participants during any CITY classes or activities for any privately owned business or studio during the term of this Agreement, unless expressly permitted in writing by CITY. It is further understood that such action may result in immediate termination of this Agreement and the forfeiture of all compensation due to the CONTRACTOR for the remaining term of this Agreement.

9. Notices: Whenever either party desires to give notice to the other, notice must be in writing and either hand-delivered or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified. Notice shall be given at the locations designated below until changed by written notice in compliance with the provisions in this paragraph.

CITY:

City Administrator, 201 E. Main Street, Tavares, FL 32778 and Director, Community Services, 201 E. Main Street, Tavares, FL 32778.

CONTRACTOR: As listed below

10. Amendments and Assignments:

10.1 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement.

10.2 CONTRACTOR shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date _____.

CONTRACTOR	CITY OF TAVARES
SIGNATURE: _____	SIGNATURE: _____
NAME (printed): _____	NAME (printed): _____
COMPANY NAME: _____	
ADDRESS: _____	ATTEST: _____
_____	(signature)
_____	_____
PHONE: _____	(printed name)
ATTEST: _____	
(signature)	

(printed name)	



America's Seaplane City

City of Tavares, Parks & Recreation Division Independent Contractor Application

V
E
N
D
O
R

Date: _____

Name of Firm: _____

Individual Name: _____

Principal Contact: _____

Mailing Address: _____

City: _____ State: _____

Zip: _____

Business Phone: _____

Fax Number: _____

Cell Phone: _____

Email: _____

Commercial Activity

Provided: _____

I
N
S

Liability Insurance Carrier Name: _____

ID# _____

L
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Business is licensed (unless exempt by applicable law), permitted or certified to do
business in the State of Florida Yes No

Business & Professional Regulation License # _____

City of Tavares Occupational License # _____

State of Florida Corporation ID # _____

I
D

Type of Organization: Individual/Sole Proprietor Non-Profit Partnership
 Corporation

Social Security # _____ or Federal Tax ID # _____

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I hereby certify that the information supplied herein is correct:
(This is a legal signature; please insure all information is accurate.)

Name Title

Date _____



ATTACHMENT A
**AGREEMENT FOR INSTRUCTIONAL/RECREATIONAL/COMMERCIAL
INSURANCE REQUIREMENTS / SHORT-TERM USE
NON-PROFIT/CHARITABLE ORGANIZATIONS**

Specifications:

- Non-Profit or charitable organization/function
- Short-term use of entity facility
- No recognized/identified unusual hazards

Examples:

- Meetings, dances, dinners, presentations

NOTE: If recognized hazards are present, commercial/for profit insurance guide will be used.

Workers' Compensation:

If Contractor is required to provide this coverage under State of Florida Workers' Compensation law, coverage shall be provided for all employees. Coverage shall be for statutory limits in compliance with all applicable state and federal laws. Coverage must include Employers' Liability with a limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

If Contractor is exempt from this requirement in the State of Florida, an exemption certificate must be provided.

Commercial General Liability:

Contractor shall have minimum limits of \$300,000 per occurrence. Combined single limit for bodily injury liability and property damage liability, including premises and operations. Fire damage liability shall be included with a limit of \$100,000.

If food or beverage is being served, Products Liability must be included. If alcohol is being served, Liquor Liability must be included.

Commercial Auto:

Not required unless there is a specific relationship to the Use agreement. If required, the same limits listed under Commercial General Liability will apply. Coverage shall include owned vehicles, hired and non-owned vehicles, and employees non-ownership.

Attachment A

Page One of Two

Evidence of Insurance

Contractor shall furnish City with in-force certificates of insurance, on a standard Acord form. The certificate(s) must be signed by a person authorized by the insurer to bind coverage on its behalf. **The**

City must be specifically included as an additional insured with endorsement on all policies except Workers' Compensation. All certificates of insurance must be on file with and approved by the City prior to the use of City property.



ATTACHMENT B
AGREEMENT FOR INSTRUCTIONAL/RECREATIONAL/COMMERCIAL
ACTIVITIES AND SERVICES
INSURANCE REQUIREMENTS / SHORT-TERM USE
COMMERCIAL/FOR PROFIT ORGANIZATIONS

Specifications:

- Commercial/For Profit organizations

Examples:

- Concerts, sporting events, training and instruction

Workers' Compensation:

If Contractor is required to provide this coverage under State of Florida Workers' Compensation law, coverage shall be provided for all employees. Coverage shall be for statutory limits in compliance with all applicable state and federal laws. Coverage must include Employers' Liability with a limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

If Contractor is exempt from this requirement in the State of Florida, an exemption certificate must be provided.

Commercial General Liability:

Contractor shall be per occurrence, Combined single limit for bodily injury liability and property damage liability, including premises and operations. Limits of coverage shall be based on the operation and exposure at hand.

- ***Coverage Limits***

No Recognized Exposures	\$ 300,000
Minimum Exposures	500,000
Above Average Exposures	1,000,000
Unusual or High Hazard Exposures	3,000,000 and up

Fire damage liability shall be included with a limit of \$100,000.

If food or beverage is being served, Products Liability must be included. If alcohol is being served, Liquor Liability must be included.

Attachment B

Page One of Two

Commercial Auto:

Not required unless there is a specific relationship to the Use agreement. If required, the same limits listed under Commercial General Liability will apply. Coverage shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

Evidence of Insurance

Contractor shall furnish City with in-force certificates of insurance, on a standard Acord form. The certificate(s) must be signed by a person authorized by the insurer to bind coverage on its behalf. **The City must be specifically included as an additional insured with endorsement** on all policies except Workers' Compensation.

In the event such insurance coverage expires prior to the completion of the use period, a renewal certificate must be provided 30 days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

All certificates of insurance must be on file with and approved by the City prior to the use of City property.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
January 18, 2012**

AGENDA TAB NO. 10

**SUBJECT TITLE: Developer's Agreement with TS Parcel J LLC (Tavares Station)
Sharing of Cost for Alleyway Improvements**

OBJECTIVE:

To present for Council's approval a draft Developer's Agreement between the City of Tavares and TS Parcel J LLC for sharing the costs to improve the alley running north off Ruby Street between S. Joanna and New Hampshire Avenues.

SUMMARY:

At the December 21st City Council meeting, staff was directed to prepare this Developer's Agreement for consideration. Under the proposed agreement, TS Parcel J LLC would pay and be responsible for the survey, biddable engineered design and construction oversight for a pervious brick paving system for this entire ½ block alley and the City of Tavares would be responsible for obtaining bids (through a competitive bid process), awarding the construction contract and the actual construction costs. Staff feels that this Developer's Agreement would provide an equitable shared cost arrangement for both parties. Tavares has to-date brick paved 7 alleyway segments with very positive public response. This agreement will facilitate the improvement of this highly visible public alley to our established brick pavement standard at a reduced cost to the city. The proposed agreement specifies that the cost of the competitive bid must be approved by Council otherwise the agreement is nullified, releasing the City of Tavares from any financial responsibility to the Developer.

OPTIONS:

- 1) That City Council moves to approve the proposed Developer's Agreement with TS Parcel J LLC and authorizes the City Administrator to execute the agreement.
- 2) That City Council denies the proposed agreement.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve the proposed Developer's Agreement with TS Parcel J LLC and authorizes the City Administrator to execute the agreement. .

FISCAL IMPACT:

Paving 301-4102-541-6330 – \$39,263 Available

Legal Sufficiency:

Legally sufficient

DEVELOPER'S AGREEMENT

Between

CITY OF TAVARES

and

TS PARCEL J LLC

Relating to

Sharing of Costs for Improvement of City Alleyway Running North off West Ruby Street Between South Joanna Avenue and South New Hampshire Avenue

This is an Agreement between: CITY Of TAVARES, a municipality in the State of Florida, its successors and assigns, hereafter referred to as the "CITY," through its City Administrator;

AND

TS Parcel J LLC, their successors and assigns, hereinafter referred to as the "DEVELOPER."

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of the property municipally addressed as 123 South Joanna Avenue, situated within the CITY; and

WHEREAS, the DEVELOPER has obtained a Building Permit, #11-768, to construct a multi-use commercial building, and

WHEREAS, the DEVELOPER as part of the approved site plan for the project must improve the portion of alleyway abutting this property, and

WHEREAS, the minimum standard that the DEVELOPER must meet for this improvement is a basic paved surface engineered to support the weight of emergency vehicles, and

WHEREAS, the CITY OF TAVARES has undertaken an on-going project of improving the downtown alleyways with pervious brick pavers which is consistent with the city's approved Downtown Master Plan, and

WHEREAS, the CITY OF TAVARES and the DEVELOPER have agreed that it would be mutually beneficial if the entire length of this alleyway was upgraded to the

pervious brick standard and that the cost of this upgraded improvement be equitably shared;

NOW, THEREFORE, the parties do agree as follows:

1. The DEVELOPER shall hire and pay a registered surveyor to survey and map the entire length of the alleyway.
2. The DEVELOPER shall hire and pay a professional engineer to design and submit sealed biddable plans to the CITY for improving the entire length of the alleyway with pervious brick pavers.
3. The CITY shall, through competitive bids, obtain a proposed contract for performing these improvements. The cost of this contract shall be deemed reasonable after consideration and acceptance from City Council. Failure to obtain a reasonable bid shall nullify this agreement and the city shall have no financial obligations to the Developer. If a reasonable contract is obtained the city shall execute this contract and pay the contractor to perform the improvements to the alleyway in accordance with the engineered design plans.
4. The DEVELOPER shall hire and pay the professional engineer that designed the alleyway improvement to perform construction inspections as needed to insure that all work is completed in accordance to the design. .

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under signature: CITY OF TAVARES through its CITY ADMINISTRATOR on the ____ day of _____ 2012 and TS Parcel J LLC through Rodger Kooser, Manager on the ____ day of _____ 2012.

CITY OF TAVARES

John Drury, City Administrator

WITNESSES

Signature
Name: _____

Signature
Name: _____

DEVELOPER

Rodger Kooser, Manager

WITNESSES

Signature
Name: _____

Signature
Name: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2012.

Notary Public
My Commission Expires:



RUBY STREET ALLEY



AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012

AGENDA TAB NO. 11

SUBJECT TITLE:

Request approval to execute a contract with Utility Metering Solutions (“UMS”) and Sunstate Meter & Supply (“SMS”), in the combined amount of \$1,800,000; and to approve the associated financing program for the purpose of upgrading the City’s water metering and residential backflow prevention infrastructure.

OBJECTIVE: To approve a contract with UMS and SMS totaling \$1,800,000 and the associated financing program for the purpose of upgrading water meters and back flow prevention in the City.

SUMMARY: The Finance and Utility Departments have worked together to track the monthly water loss experienced by the City’s Utility Department over the years. Water loss is defined as the difference between the number of gallons treated at the water plant and the number of gallons the City bills for from actual meter readings. Under perfect conditions the two would be the same, that is, the number of gallons treated would equal the number of gallons billed. The industry standard for unaccountable water loss is no more than 10% of the total gallons treated at the plant. Tavares experiences an average loss of 14.6%. The Tavares Utility Department would like to set a goal of less than 5% water loss. By keeping the billable water loss at a minimum, this helps to minimize the overall water rates for every user.

The cause of water loss varies and includes: Small leaks in antiquated transmission lines, old meters not accurately capturing the number of gallons passing through it, older un-metered properties that haven't been captured, credits to customers for one time leaks, annual line flushing operations, auto fire hydrant accidents, fire hydrant pressure line testing, transmission line breakage and water theft.

The City instituted a 20 year meter modernization and replacement program about ten (10) years ago. The city has continued to modernize the entire water system to eliminate water loss sources and to come as close as possible to eradicating water loss, with the goal of improving the delivery of clean water at the lowest possible price. In addition to modernizing and replacing meters, the City has invested in a citywide water hydrology study, GPSing every line, upgrading the water plant and evaluating water pressure issues. Recent grants and loans have also enabled the City to upgrade old antiquated water distribution lines in certain locations.

Staff is recommending that the city accelerate the water meter modernization and replacement program from the remaining 10 years to two years. Accelerating the program would result in a significant cost savings through the recapture of billable water

usage and by eliminating the need to contract out the meter reading services. (See attached Chart on cost savings).

The estimated cost to replace the remaining older meters and to install the backflow prevention devices is \$1,800,000. It is proposed that the city finance the cost over a 10 year period. Staff is recommending that Tavares piggyback on a contract from a recent Panama City RFP. Utility Metering Solutions was determined to be the best provider for this accelerated replacement program at the lowest cost (see attached bid tabulation). Sunstate Meter and Supply Company is the area distributor for the Neptune Automatic Meter Reading meters that the City currently uses and has been using since 1998.

The cost savings from eliminating the meter reading services would be \$60,000 annually. Modernizing the meters now, rather than over a 10 year period, allows for an upgraded collection method that directly transfers the data to a centralized database for billing, troubleshooting and analyzing. In addition to capturing the exact amount of water consumption passing through the meters, this advance system allows the reading of up to 5,000 meters at one time from mobile locations and billing can be based on real time consumption. Staff is recommending this program because of the financial and efficiency benefits listed below:

- Elimination of the existing meter reading contract with Severn Trent in the amount of \$60,000 per year, saving \$600,000 over ten years.
- Estimated annual revenue increase of 2%-5% from replacing old inaccurate water meters with modern, more accurate, meters which will keep fees down system wide for City customers.
- Reduction of the City's existing leak detection program from every 2-3 years to every 5-7 years saving an additional \$50,000.
- Reallocates water staff time from meter replacement duties to reclaim water related duties eliminating the need to hire two reclaimed water distribution line operators next year as well as their associated vehicles and equipment. Total savings \$150,000.
- City will receive rebate of \$69.70 for every meter that is replaced and upgraded. A total of 1,105 meters is estimated to qualify for this exchange program providing the City with a total credit of \$77,019 towards the new meters.
- By piggybacking today on the City of Panama's recent competitive bid process, Tavares receives a lower unit price from UMS than if the City postpones this to a later date. Tavares benefits from quantity pricing because the Panama City bid covered 22,000 meters and Tavares system requires only 9,022 meters.
- Enhances the City's water conservation efforts and improves overall customer service as a result of system-wide 24/7 leak detection capability
- Each AMR transmitter provides 96 days worth of stored hourly meter reading data to assist with any potential billing disputes
- Improved meter reading accuracy will eliminate "Estimated" reads and also reduce the number of work orders related to "High Bill" inquiries
- Ability to obtain SJRWMD Water Conservation Program credits (which helps with CUP)

- Replacement of existing Neptune AMR transmitters (which have no remaining warranty coverage) and upgrade to new Neptune AMR transmitters (which have a 20 year warranty)
- Backflow prevention will be installed on the remaining residential meters in our system in order to ensure 100% compliance
- Backflow monitoring/reporting will be provided 24/7 from the Neptune AMR system
- GPS location will be captured and graphically mapped for every meter in our system
- Identification and reduction of unmetered water usage
- Identification and reduction of theft of water by reversal of meter

The \$1,800,000 financing program for this project is attached.

OPTIONS:

1. Provide UMS an opportunity to deliver a brief power point presentation identifying 1) the meter/backflow device upgrading program 2) the benefits and 3) the financing plan. Approve (a) professional services contract with UMS in the amount of \$449,400 and approve (b) material supply purchase order with SMS in the amount of \$1,350,600 (total cost \$1,800,000) and (c) the proposed financing program
2. Do not review the power point nor approve (a) professional services contract with UMS in the amount of \$449,400 and do not approve (b) material supply purchase order with SMS in the amount of \$1,350,600 nor the financing program.

STAFF RECOMMENDATION:

Option 1 to permit UMS to deliver a brief power point presentation and then move to execute (a) professional services contract with UMS in the amount of \$449,400 and (b) material supply purchase order with SMS in the combined amount of \$1,350,600 and approve the enclosed financing program in order to upgrade the City's water metering and residential backflow prevention infrastructure.

FISCAL IMPACT:

Please see attached Financing Program

LEGAL SUFFICIENCY:

Contracts will be reviewed for legal sufficiency by the City Attorney

FINANCING PLAN AND ACCRUED SAVINGS ACCELERATED METER CHANGE OUT PROJECT

PROJECT AMOUNT: \$1,800,000

TERM OF LOAN: 10 Years

INTEREST RATE: 2.85%

PAYMENT TERMS: Semi-Annual Interest; Annual Principal

Inflation Escalator: 1%

A	B	C	D	E	F	G	H	I	J
		Proposed Debt Service	DECREASED ANNUAL APPROPRIATIONS			REVENUE	TOTAL D+E+F+G	CASH FLOW (Debt vs Savings) NET ANNUAL CUMMULATIVE H-C	
Year ^b		Debt Service ^a	METER READING ¹	METER PURCHASES FOR CHG OUT ²	Annual Operating Budget Savings ³	Additional Revenue ⁴	ANNUAL SAVINGS TO OFFSET DEBT ⁵	CASH FLOW Debt Svc less Savings ⁶	NET CASH FLOW
2012	1	(104,701.50)	29,097.50	29,625.00	23,600.00	62,117.50	144,440.00	39,738.50	39,738.50
2013	2	(209,403.00)	58,195.00	59,250.00	47,672.00	125,477.35	290,594.35	81,191.35	120,929.85
2014	3	(209,403.00)	58,195.00	59,250.00	48,148.72	126,732.12	292,325.84	82,922.84	203,852.69
2015	4	(209,403.00)	58,195.00	59,250.00	48,630.21	127,999.44	294,074.65	84,671.65	288,524.35
2016	5	(209,403.00)	58,195.00	59,250.00	49,116.51	129,279.44	295,840.95	86,437.95	374,962.29
2017	6	(209,403.00)	58,195.00	59,250.00	49,607.67	130,572.23	297,624.91	88,221.91	463,184.20
2018	7	(209,403.00)	58,195.00	59,250.00	50,103.75	131,877.96	299,426.71	90,023.71	553,207.91
2019	8	(209,403.00)	58,195.00	59,250.00	50,604.79	133,196.74	301,246.52	91,843.52	645,051.43
2020	9	(209,403.00)	58,195.00	59,250.00	51,110.84	134,528.70	303,084.54	93,681.54	738,732.97
2021	10	(209,403.00)	58,195.00	59,250.00	51,621.94	135,873.99	304,940.93	95,537.93	834,270.91
2022	11	(104,701.50)	29,097.50	29,625.00	26,069.08	68,616.36	153,407.95	48,706.45	882,977.35
		(2,094,030.00)	581,950.00	592,500.00	496,285.51	1,306,271.84	2,977,007.35	882,977.35	

Assumptions

^a Annual Debt Service (Principal and Interest) - Semi-Annual Payments with all payments equal

^b First year debt service and savings are estimated at 50% of the annual amount; Year 11 is estimated at 50% of the annual amount to show savings for 10 years

¹ Annual cost for Meter Reading Contract - will go away once project has been completed

² Annual costs for purchases of meters under the current meter change out program - will go away

³ Annual estimated savings to the operating budget - staffing costs & other operational costs - certain costs will go away

⁴ Conservative estimate for additional revenue receipts for better precision and accuracy for capturing consumption

⁵ Estimated annual Savings by Implementation of the Project (Meter Reading + Meter Purchases + Operational Costs + Additional Revenue)

⁶ Estimated Annual Positive Cash Flow (Amount of Decreased Appropriations less Debt Service Costs)

⁷ Estimated Annual Accumulated Positive Cash Flow

Conclusion

Realize savings of \$882,944.35 over the term of the debt obligation "versus" remaining with the current program



Utility Automatic Meter Reading System

City of Tavares ("CITY")
201 East Main Street
Tavares, FL 32778

Utility Metering Solutions ("UMS")
112 West Morris Avenue
Hammond, LA 70403

1) Project Description ("Work")

The Work consists of upgrading and automating CITY's existing water metering system as outlined in Schedule B. The Work shall be performed for a total cost of \$449,400 and UMS agrees to provide its professional services to CITY at the same unit pricing that UMS provided in its recently awarded contract with the City of Panama City, FL (awarded in December 2011 as a result of a publically advertised competitive bid process). UMS shall be responsible for any damage or leaks that occur inside the water meter box resulting from meter removal or installation and any damage incurred inside the meter box will be repaired promptly at the expense of UMS. However, UMS is not liable for damages outside of the water meter box, either on the water distribution side or on the client side, incurred from the meter replacement process (i.e. shutoff, temporary outage, and restart of water service).

2) Water Shutoff

UMS shall be responsible for shutting off the water to each meter serviced as well as notifying each water utility client of the shutoff. CITY hereby agrees to assist UMS in notifying the individual water utility clients. CITY will mail advance notice to customers of the upcoming water meter change out in their neighborhood. The UMS installation team will knock on the doors of residential clients before starting work and will leave notification on each door when work is completed. For large commercial clients, special efforts will be made to ensure minimum disruption to their water needs. To prevent any damage to the system, UMS will schedule these large commercial replacements directly with the clients. The responsibility for plumbing fixtures inside of each facility belongs to each water utility client and not to UMS.

3) Responsibility

UMS shall perform or cause to be performed the Work and all other services described in this Agreement and shall remain responsible for all services performed, whether by UMS or its subcontractors or others on its behalf, throughout the term of this Agreement. If UMS fails to comply with CITY's standards, UMS shall perform again, at its own expense, any and all Work required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of UMS's performance by CITY shall not relieve UMS of its responsibility for the services performed. UMS shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. UMS shall be responsible for the disposal of all equipment and materials removed or replaced through its performance of the Work in accordance with all applicable laws and regulations regarding such disposal, except those items designated by CITY as non-disposable. Replaced water meters will be the property of CITY and will be turned over by UMS to CITY in a prescribed manner agreed to by both parties.

4) Inspections

All materials, equipment and workmanship shall be subject at all times to inspection by CITY or its designated representatives, and UMS will be held strictly to the true intent of this Agreement with regard to quality of materials, workmanship, and the diligent execution of the Work. UMS shall allow CITY access to all parts of the Work, and shall furnish such information and assistance as is required to make a complete and detailed inspection or inspections. UMS shall, upon CITY's request, remove or uncover such portions of the finished Work as CITY may direct. After the examination, UMS shall restore said portion of the Work to the standard required by this Agreement. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be the responsibility of CITY and such uncovering, removing and replacing shall be deemed to be an excusable event of delay, if a delay in completion is caused thereby. If the Work so exposed or examined has not been performed in accordance with this Agreement, the expense of uncovering, removing and replacing any portion of the Work necessary to comply with this Agreement shall be borne by UMS and requests for a time extension or claims for delay will not be granted.



5) **Supervision**

In order to ensure project quality, UMS shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and ensure that an adequate force of skilled workmen are available to complete the Work in accordance with all requirements of this Agreement. UMS shall be solely responsible for site safety and for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. CITY reserves the right to reject any sequences or procedures proposed by UMS in connection with the Work which might constitute or create a hazard to the Premises, or to persons or property, or which will result in schedule delays or additional costs to CITY.

6) **Coordination**

UMS shall consult with the personnel designated by CITY in order to coordinate the Work and shall not permit any act that will interfere with the performance of CITY's business activities at the Premises without the prior written approval of CITY. Further, UMS shall consult with CITY regarding the coordination of the Work with any other work being performed by other Companies at the Premises. UMS shall perform the Work under this Agreement in such a manner so as not to harm the structural integrity of CITY's operating systems, except as approved previously by CITY.

7) **Changed Conditions**

Should UMS encounter subsurface or latent physical conditions at the Premises which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, UMS shall give written notice to CITY before any such condition is disturbed or further disturbed. No claim of UMS under this provision will be allowed unless UMS has given the required notice. CITY will promptly investigate and, if it is determined that the conditions materially differ from those which UMS should reasonably have been expected to discover or anticipate, CITY and UMS will negotiate and make every effort to agree to a change order to address the unforeseen conditions. If such changed conditions cause an increase or decrease in UMS's cost or time of performance, the parties may negotiate a mutually acceptable alternative solution.

8) **Project Schedule**

UMS and CITY shall participate in regularly scheduled Project Status Meetings throughout the term of this Agreement and the frequency of these meetings will vary as directed by CITY. UMS agrees to perform the Work with such sufficient equipment and forces to substantially complete the Work within 150 days from receipt of official Notice to Proceed (NTP). The Work shall be 100% completed within 180 days from NTP and the NTP will only be executed once UMS has been provided with the most current and accurate billing data in an acceptable format as listed herein:

- Account number
- Old serial number
- Meter size
- Previous read
- Read sequence order
- Route number
- Service address

Information must be correct, verified by UMS and CITY, and in read-route sequence prior to the start of installation.

Extensions of time will be allowed for delays arising from unforeseeable causes beyond the control and without the fault or negligence of UMS. A request for an extension of time must be made by UMS in writing to CITY within fifteen (15) calendar days after the unforeseen condition manifests itself to UMS. In the case of a continuing cause of delay, only one (1) request is necessary. Failure to perform the contract as outlined in the conditions for a period of three (3) consecutive months without the written authorization of CITY will be cause for termination of the contract.



9) **Utility Billing Data**

CITY is responsible for providing UMS with the most accurate, current billing data needed in order for UMS to successfully install the new metering system. CITY must provide current billing data to UMS prior to the start of installation. CITY is responsible for ensuring the accuracy of the data and for incurring all costs associated with providing this data to UMS. CITY and/or CITY's billing software provider is responsible for providing UMS with the proper file format that is needed to insure the merging of the change out data back into the billing system. UMS will provide CITY's billing software provider an electronic file of meter change out data at which time CITY and/or CITY's software provider will be responsible for merging the information back into the billing system. UMS will be responsible for providing accurate meter change out data collected during the installation of the new meters. UMS will not be held liable for inaccurate data received from CITY nor will UMS be held liable for any problems arising due to CITY's inability to provide UMS with accurate data. CITY is responsible for all costs associated with merging the change out data back into CITY's billing system.

UMS assumes no responsibility nor does UMS make any warranty, expressed or implied, in regards to CITY's billing software system and/or the Neptune software. Upon completion of the Work and acceptance by CITY, all costs associated with ensuring and/or upgrading CITY's billing system to function with the Neptune software rest strictly with CITY.

10) **Compensation for Delay**

Certain risks and uncertainties in connection with the Work are assumed by UMS as a part of this Agreement and are included in UMS's compensation. UMS, except as otherwise specified herein, shall bear all loss or damage for hindrances or delays during the progress of any portion of the Work. UMS shall be entitled to payment from CITY only for those actual damages, costs, or expenses which are directly attributable to delays in the performance of the Work which are caused by CITY.

11) **Location and Access**

CITY shall provide sufficient space for the installation and operation of the Work for the term of this Agreement, including access to office space with a telephone line, if necessary to allow UMS to perform required maintenance, monitoring, and training services. CITY shall provide access for UMS and its employees or subcontractors to install, adjust, inspect, maintain, and repair the Work in accordance with the terms of this Agreement during regular business hours, or such other reasonable hours as may be requested by UMS and acceptable to CITY. Additionally, CITY shall also provide adequate, secured storage location and facilities for the disposal of old meters which are removed by UMS.

12) **Insurance & Bonding**

UMS shall purchase, maintain, and provide evidence of insurance coverage throughout the duration of this Agreement. UMS may not commence performance of the Work or other services under this Agreement until all required insurance is obtained and evidence of it is received and approved by the CITY. Failure of UMS to obtain or keep such insurance in force shall constitute an "Event of Default" as specified below, and in addition to the remedies provided herein, the CITY reserves the right to stop the Work until evidence of the requisite coverage is provided.

13) **Hazardous Materials**

UMS' obligations expressly exclude any Work or services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs, in or on the Premises. CITY hereby warrants and represents that, to the best of the CITY's knowledge, there is no asbestos or hazardous material that will in any way affect UMS' Work. Should UMS become aware of or suspect the presence of any hazardous materials, UMS shall have the right to stop work in the affected area immediately and notify CITY. CITY will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. CITY further agrees to assume responsibility for any claims arising out of or relating to the presence of any hazardous materials, if the presence of said materials is not related to UMS' activities.



14) Warranties

UMS warrants that all equipment designed, procured, fabricated, and installed pursuant to this Agreement is new, in good and proper working condition and is of merchantable quality and fit for the particular purposes of CITY. Further, UMS shall deliver to CITY for inspection and approval all written warranties from the equipment manufacturers and shall pursue rights and remedies against the manufacturer in the event of an equipment malfunction, improper or defective function, or defects in parts, workmanship, or performance. UMS makes no warranty, expressed or implied, on equipment designed, procured, fabricated, and/or installed by the CLIENT or a company other than UMS. Further, UMS is responsible for the labor and material cost to replace any water meters that fail within ninety (90) days from the date of installation. After ninety (90) days, the manufacturer's warranty is in place and the installation of replacement water meters will be CITY's responsibility. UMS shall be responsible for managing all warranty activity during the first twelve (12) months following beneficial use of each completed route's meters after which time, all warranties shall be transferable and extend to CITY.

15) Events of Default by CITY

These shall include – Any failure to make payments to UMS in accordance with the provisions of Schedule C, provided that UMS is not in default in its performance under the terms of this Agreement; Any representation or warranty furnished by CITY in this Agreement that proves to be false or misleading in any material respect when made; Any other material failure by CITY to perform or comply with the terms and conditions of this Agreement. If an Event of Default by CITY occurs, UMS shall exercise the remedies as provided for in Schedule A.

16) Events of Default by UMS

These shall include – Any failure to provide sufficient personnel, equipment or material in accordance with the provisions of this Agreement and within the time specified by this Agreement; Any failure to meet the project installation schedule due to a reason or circumstance within UMS's reasonable control; Any failure to promptly re-perform, within a reasonable time, Work or services that were rejected as defective or nonconforming; Any lien or encumbrance by any subcontractor, laborer, materialman or other creditor of UMS; Any change in ownership or control of UMS without the prior approval of CITY, which shall not be unreasonably withheld; Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by UMS to CITY. If an Event of Default by UMS occurs, CITY shall exercise the remedies as provided for in Schedule A.

17) Liability

UMS shall not be liable under this Agreement in an amount in excess of its primary general comprehensive insurance policy limits. Neither UMS nor CITY will be responsible to the other for any special, indirect, or consequential damages arising in any manner from the Work or Services. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of Government agencies; strikes; labor disputes; fire; explosions or other casualties; thefts or vandalism (prior to acceptance); riots or war; acts of terrorism; or unavailability of parts, materials or supplies.

18) Indemnity

CITY assumes all risk and liability for the use, operation, and storage of the equipment, and for injuries or death to persons or damage to property arising out of the use, operation, or storage of the equipment, except for any injuries or death to persons or damage to property caused by the negligence of UMS, its employees, agents or assigns. UMS shall indemnify and hold harmless CITY, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialman. UMS and CITY agree that UMS shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of UMS, its employees, agents or assigns.



19) Modifications

Additions, deletions, and modifications to this Agreement may be made following the mutual written agreement of UMS and CITY without the need for a separate bidding process. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, water conservation measures, facility improvement measures, and/or other operational efficiency improvements or furnishing of additional services in any location dictated by CITY. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services which are deemed by CITY to be beneficial.

20) Complete Agreement

This Agreement, when executed, and any other exhibits or attachments referred to in this Agreement, shall constitute the entire agreement between the Parties and this Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of Louisiana.

City of Tavares ("CITY")

Signature: _____
Printed Name: _____
Date: _____

Utility Metering Solutions ("UMS")

Signature: _____
Printed Name: Chad Davis -- President
Date: _____



Schedule A – Alternative Dispute Resolution (ADR) Language

All Disputes

In the event that any dispute or claim related to construction or the contracts should arise between any of the parties to this Agreement, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. The parties shall consider litigation as a last resort, to be employed only when ADR methods fail. To this end, the parties agree to take affirmative steps to communicate effectively, to keep lines of communication open, and to handle all disputes in a reasonable and businesslike manner, which may include the use of a dispute resolution board.

Mediation: Disputes under \$50,000

Each party to any dispute under \$50,000 agrees, upon the request of any other party to the dispute, to submit the matter to mediation. The parties shall first confer informally with one another to attempt to resolve the dispute. The mediator shall be a person the parties agree is unbiased and qualified to understand the dispute and make the determinations that are required.

Methods of ADR: Disputes over \$50,000

Each party to any dispute over \$50,000 agrees, upon the request of any other party to the dispute, to submit the matter to ADR, in a form to be determined by agreement of the parties. The parties shall first confer informally with one another to attempt to resolve the dispute. In the event that the assistance of an unbiased neutral is required, the parties shall meet and come to an agreement as to what form the ADR should take and who the unbiased neutral should be. Forms of ADR that may be utilized include, but are not limited to, mediation and mini-trials, but do not include formal arbitration. The unbiased neutral may be a professional mediator, an attorney, an architect, an engineer, a board composed of two (2) or more qualified persons, or any person(s) the parties agreed is unbiased and qualified to understand the dispute and make the determinations that may be required.

Authority

When ADR is utilized, regardless of the dollar value of the dispute, each party agrees to have in attendance at their mediation (or whatever method is utilized) a person with actual authority to resolve the dispute.

Non-parties

Persons who have a stake in the dispute but who are not parties to this Agreement may be included in the ADR by consent of the parties. When disputes arise between only persons involved in the project who are not parties to this Agreement, the parties agree to encourage and facilitate the use of ADR when possible.

Court of Competent Jurisdiction

UMS agrees that ADR is a condition precedent to the filing of a Court of Competent Jurisdiction action or other administrative proceeding seeking economic recovery from CITY in an amount greater than \$50,000.

Costs of ADR

When ADR is utilized, the parties included in the process agree to equally share the costs of same.

City of Tavares ("CITY")

Utility Metering Solutions ("UMS")

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Chad Davis -- President

Date: _____

Date: _____



Schedule B – Scope of Work Description

Project Pricing Includes

- Full-time installation team
- Data verification and recording via UMS handheld device
- Work as described below

Customer Information

- Advise customer of activity using flyer or door hanger
- Advise customer of service interruption (as required) and inform them when the service is complete and restored

Definition of Accessible Meter

- Meter account and location data are 100% accurate
 - Meter is in proper working condition and is accessible to installation team
 - Nothing is blocking or denying access to the meter (examples: car parked over a meter, meter inside of a fenced area with dogs, or any occurrence which denies ready access to a meter)
 - Any meter that is not accessible will be documented as inaccessible, and CITY will be notified.
 - Lay length is the same (inlet/outlet connections of new meter matches existing piping)
 - Working curb stop
 - No more than 18" below top of box
 - All meter spuds must be accessible within the box
-

Schedule B – Scope of Work Description

Water Meter Retrofit Scope

- Verify address.
- Advise customer of work crew presence.
- Remove meter box lid along with any dirt and debris from the inside of the meter box.
- Verify meter number on meter and service order on hand to ensure that they match.
- Notify CITY of need to replace broken meter boxes (or lids) if required.
- Install new AMR device
- Confirm there are no leaks in the meter box and that the meter is operating correctly.
- Ensure that customer is aware that work is completed.
- Replace box lid, remove any debris, rake around the meter box, and leave customer's yard as it was found.
- Input the following data into UMS hand-held device and/or CITY work order:
 - meter reading
 - new radio transmitter identification number (obtained via barcode scanners on the handhelds)
 - Addition work required (new lid, etc.)

Water Meter Exchange Scope

- Verify address.
 - Advise customer of work crew presence.
 - Inform customer that their water supply will be shut off for the change out.
 - Remove meter box lid along with any dirt and debris from the inside of the meter box.
 - Verify meter number on meter and service order on hand to ensure that they match.
 - Notify CITY of need to replace broken meter boxes (or lids) if required.
 - Shut off water supply to the meter.
 - Remove the meter and protect the entrance/exit piping from contamination. Plugs or caps from new meter shall be installed on meter that was removed.
 - Discard old meter gaskets and install new meter and gaskets.
 - After new meter and AMR device are installed, open water supply very slowly to avoid any surge or water hammer that might cause damage.
 - Open the customers hose bib to flush the line.
 - Confirm there are no leaks in the meter box and that the meter is operating correctly.
 - Close customer's hose bib.
 - Ensure that customer is aware that work is completed and service is restored.
 - Replace box lid, remove any debris, rake around the meter box, and leave customer's yard as it was found.
 - Input the following data into UMS hand-held device and/or CITY work order:
 - old meter serial number
 - old meter final reading
 - new meter serial number
 - new meter reading
 - new radio transmitter identification number
 - Additional work required (new lid, etc.)
 - Line breaks or leaks that occur due to the installation within the meter box will be repaired at UMS' expense.
-



Schedule B – Scope of Work Description

Data Capture & Exchange Scope:

- Data listed above will be captured electronically and downloaded to a flat file using the layout file previously provided by CITY. All required data fields must be populated in the file. CITY will be responsible for: 1) procuring the necessary data interface program from its utility billing system provider, and 2) uploading data into its utility billing system.

Items Not Covered in Scope:

Leaks on CITY or customer side prior to exchanging meter.

Inaccessible meters as described above, and:

- Meters that cannot be located
- Meter buried in concrete or asphalt
- Meter in vault or inside locked facility
- Meter spuds / riser fittings in concrete, asphalt or state of disrepair
- Obstruction of meter (roots, vegetation, fences, etc.)
- Prevention of service (animals, customer, etc.)

Different lay-lengths.

Required Assistance from CITY:

- Advise customers within work area using combination of mailers and/or door hangers
- Accurate meter account data from billing system (including locations)
- Correction of items turned over during installation
- Dedicated CITY point of contact

Scope Exemptions/Exceptions:

- Pricing is based upon work during normal working hours (8AM -5PM), including scheduled weekends.
- Any work exceeding that which is based upon normal working hours such as specified below will only be paid based on an approved change order executed prior to the work being undertaken.
 1. Work exceeding 8 hours per day or on non-scheduled weekends or holidays will be billed at 1½ times the unit price.
 2. Additional piping work, excessive excavation, concrete removal, tree and shrub removal, etc., will be billed at repair unit price of \$90/hour.
 3. Material purchased by UMS will be billed at Cost plus 15%.

City of Tavares ("CITY")

Utility Metering Solutions ("UMS")

Signature: _____
 Printed Name: _____
 Date: _____

Signature: _____
 Printed Name: Chad Davis -- President
 Date: _____



Schedule C – Price and Payment Terms

	Scope of Work	QTY	Unit	Extended
1	Replace 5/8" x 3/4" meter with new AMR meter	4,894	\$31.00	\$151,714
2	Replace 3/4" meter with new AMR meter	0	\$31.00	\$0
3	Replace 1" meter with new AMR meter	283	\$31.00	\$8,773
4	Replace 1-1/2" meter with new AMR meter	37	\$220.00	\$8,140
5	Replace 2" meter with new AMR meter	40	\$220.00	\$8,800
6	Replace 3" meter with new AMR meter (same lay length)	0	\$300.00	\$0
7	Replace 4" meter with new AMR meter (same lay length)	0	\$400.00	\$0
8	Replace 6" meter with new AMR meter (same lay length)	0	\$500.00	\$0
9	Replace 8" meter with new AMR meter (same lay length)	0	\$700.00	\$0
10	Replace 10" meter with new AMR meter (same lay length)	0	\$900.00	\$0
11	Retrofit existing meter with AMR (for sizes 5/8" thru 1")	1,083	\$18.00	\$19,494
12	Retrofit existing meter with AMR (for sizes 1-1/2" and larger)	35	\$25.00	\$875
13	Removal and replacement of concrete/asphalt (per square foot)	0	\$10.00	\$0
14	Removal and replacement of turf grass/sod (per square foot)	5,254	\$0.80	\$4,203
15	Photography services (capture and electronically submit digital photo)	6,372	\$1.00	\$6,372
16	Geo-coding services (capture and electronically submit GPS data)	9,022	\$2.00	\$18,044
17	Electronic transfer services (download/upload required record data)	6,372	\$2.00	\$12,744
18	Install new meter box and/or lid	0	\$1.00	\$0
19	Install new AMR meter, meter box w/ lid, and new curb stop (new service < 1")	0	\$75.00	\$0
20	Project contingency to address unforeseen conditions	0.290	\$50,000.00	\$14,481
21	Install new curb stop	0	\$55.00	\$0
22	Install new gate valve	0	\$55.00	\$0
23	Replace existing gate valve	0	\$55.00	\$0
24	Install new dual check valve	4,894	\$40.00	\$195,760
25	Replace existing dual check valve	0	\$40.00	\$0
26	Install new meter box	0	\$25.00	\$0
27	Drill existing meter box lid (plastic)	0	\$3.00	\$0
28	Plasma cut existing meter box lid (metal)	0	\$6.00	\$0
29	Replace existing direct connect meter	0	\$40.00	\$0
30	Install pipe riser	0	\$40.00	\$0
TOTAL PROPOSAL COST				\$449,400



Schedule C – Price and Payment Terms

Payment Invoicing

Prior to commencing work, UMS will submit a "Mobilization Invoice" to CITY in the amount of 10% of the contract price. Thereafter, UMS will submit monthly invoices to CITY at the unit prices contained herein and with quantities based upon actual work performed. Invoices will be due and payable within thirty (30) days. Final payment shall be made to UMS upon successful completion of a final walkthrough and the resolution of any punchlist items as noted by the CITY.

Payments may be withheld on account of any breach of this Agreement by UMS and claims by any involved third parties (including suppliers), but only to the extent that written notice has been provided to UMS and UMS has failed, within fifteen (15) days of the date of receipt of such notice, to provide adequate security to protect CITY from any loss, cost, or expense related to such claims.

Other Public Entities

The City of Tavares ("CITY") and Utility Metering Solutions ("UMS") understand and acknowledge that the terms, conditions, and pricing reflected in this contract may be enjoyed by any other state agency or subdivision, including the executive departments, the Legislature, the judicial branch, and independent establishments of the state; counties and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities (hereinafter collectively referred to as "governmental agency"), upon mutual agreement of that governmental agency and UMS.

To the extent it is consistent with the applicable statutes and laws as well as its bylaws and procedures, a governmental agency wishing to utilize the terms, conditions, and pricing reflected in this contract, may utilize the selection process employed by CITY as an additional justification for its actions. Provided, however, that any governmental agency electing to utilize the terms, conditions, and pricing reflected in this contract shall deal directly with UMS in all respects, and CITY will in no way be involved in or assume any liability as a result of any utilization of this contract, in whole or in part, by another governmental entity.

Moreover, each governmental agency shall be responsible for its own purchases and shall assume total responsibility and liability for its own project, independent of CITY, and at its own discretion. In no event shall CITY be held liable for any costs or damages incurred by another governmental agency as a result of any future utilization of the terms, conditions, and/or pricing reflected herein by another governmental agency.

City of Tavares ("CITY")

Signature: _____
Printed Name: _____
Date: _____

Utility Metering Solutions ("UMS")

Signature: _____
Printed Name: Chad Davis -- President
Date: _____

SUNSTATE METER & SUPPLY, INC.

14001 Highway 26 East • Newberry, Florida 32669

Florida Toll Free Number – 1-800-342-3409

Phone (352) 332-7106 • Fax (352) 332-5604

Page 1 of 1

DATE January 3, 2012

TO City of Tavares SHIPPING ADDRESS City of Tavares
201 E. Main Street Water Department
Tavares, Florida 32778 100 Disston Avenue
Tavares, Florida 32778

TERMS NET 30 DAYS Sales Tax: yes no JOB NAME Neptune Meter Upgrade Program
Subject to continuing approval of credit
 SPECIAL INST. Material Purchase Contract EST. DELIVERY TIME 3-4 Weeks
 QUOTE GOOD UNTIL December 31, 2012 FREIGHT TERMS Allowed- FOB Tavares

QUANTITY	SIZE AND DESCRIPTION OF ITEM	UNIT PRICE	EXTENSION
4894	5/8x3/4" T10 PB R900i Gal Meter	188.50	922,519.00
283	1" T10 BB R900i Gal Meter	248.50	70,325.50
37	1 1/2" T10 Flg R900i Gal Meter	378.00	13,986.00
40	2" T10 Flg R900i Gal Meter	437.50	17,500.00
1075	5/8"T10 R900i Pit Gal IMIU-Proread Wired R900 UPgrade	99.80	107,285.00
18	1" T10 R900i Pit Gal IMIU-Proread Wired R900 UPgrade	99.80	1,796.40
15	1 1/2" T10 R900i Pit Gal IMIU-Proread Wired R900 Upgrade	99.80	1,497.00
20	2" T10 R900i Pit Gal IMIU-Proread Wired R900 Upgrade	99.80	1,996.00
1	Neptune, MRX920 Version II MOBILE Data Collector with Laptop	16,629.10	16,629.10
1	Neptune, Optional GIS Software Mapping Module for MRX920	3,700.00	3,700.00
1	Neptune, MRX920 On-Site Training	2,500.00	2,500.00
4894	HHS31-323, 3/4" Bronze Dual Check, MC x FIP	39.00	190,866.00
Total...			1,350,600.00

TERMS AND CONDITIONS

TERMS: NET 30 DAYS

Notwithstanding any conflicting statement contained in this or any other quotation, the buyer in accepting this quotation, agrees to pay for materials upon delivery as invoiced, rather than upon completion of delivery of all materials described in the buyer's purchase order. It is also understood that the buyer agrees to terms of payment as herein stated and this agreement supersedes any statement by the buyer upon his purchase order respecting time of payment.

A late charge of 1 1/2% per month (18% per annum) will be charged on past due accounts, or the highest amount allowed by law.

CANCELLATION - If for any reason, may be made only with Sunstate's written consent and on terms that will indemnify Sunstate against loss.

LIMITED WARRANTY: Except as hereinafter specifically provided Sunstate Meter & Supply, Inc., its employees and agents, make no express or implied warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose as to its product.

Sunstate's sole obligation with regard to goods sold by them is limited to repair or replacement, without charge of any part or parts thereof which shall upon examination and within one year of the date of shipment thereof, disclose to Sunstate's satisfaction an original defect or defects therein.

No warranty is included against, nor shall Sunstate be liable for, any expense involved in removal, reinstallation or any other incidental, consequential or other damages for any alleged negligence, breach of warranty, express or implied, strict liability or any other theory, other than under the limited warranty set forth above. Nor does Sunstate have any liability for loss, damage or expense directly or indirectly caused by the use of, unauthorized repair or unauthorized modification of its products, or from any other cause.

ERRORS: The Company reserves the right to correct all typographical or clerical errors in the price or specifications.

TAXES: The amount of any applicable tax or other government charge upon the production sale, shipment and or use of the equipment covered by this quotation, shall be added to the price and shall be paid by the purchaser.

PERFORMANCE: Sunstate shall not be liable for failure or delay in performing any obligation if such failure or delay should be caused directly or indirectly by invasion, riot, war, fire, flood, strike or labor difficulty or failure of common carrier or our truck to meet schedules or any other cause beyond reasonable control of the Company. This proposal contingent upon the continuing availability of material through regular sources.

PROPOSAL ACCEPTED _____ day of _____ 19 _____ DATE SUBMITTED January 3, 2012

NAME OF PURCHASER _____

BY _____ P.O. NO. _____
 Name & Title

BY *Kerth Ellenore*
 SUNSTATE METER & SUPPLY, INC.
 General Manager

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012**

AGENDA TAB NO: 12

SUBJECT TITLE: Approval for City to host a 5k Fundraiser at Wooton Park -
May 5, 2012

OBJECTIVE:

To have City Council approve for the City of Tavares to host a Leber's Congenital Amaurosis (LCA) 5k Fundraiser at Wooton Park on May 5, 2012

SUMMARY:

Staff has been approached to determine the interest of the City in hosting a LCA 5k Fundraiser. The 5k will require Lakeshore Drive to be closed for the duration of the event, 8am-10:30am.

Leber's Congenital Amaurosis (LCA) is a rare, hereditary disorder that leads to retinal dysfunction and visual impairment at an early age – often from birth. The event organizer is Sarah St. Pettit. Sarah's son Creed (3 years old) was diagnosed with Leber's Congenital Amaurosis (LCA) on September 7th of 2011. Today, Creed is legally blind.

All money raised will go towards LCA research at Shands at the University of Florida. While there presently is no cure or treatment for LCA, The University of Florida is actively working on developing effective and safe gene therapy treatments for other types of LCA.

The cost of hosting the event, including the support of the City of Tavares Police Department will be paid by the event organizer.

Staff is requesting that Council approve the hosting of the LCA 5k Fundraiser.

OPTIONS:

1. To approve a motion for the City Council to approve the City to host the LCA 5k Fundraiser at Wooton Park on May 5, 2012
2. To not approve the City hosting the LCA 5k Fundraiser at Wooton Park on May 5, 2012

Creed's Cause

Submit

Monday, January 2, 2012

Sign Up for Creed's Cause 5k online Creed's Cause 5k May 5, 2012 Tavares, Fl

https://events.membersolutions.com/event_detail.asp?content_id=30701

SIGN UP for Creed's Cause is now available online. Click on link above.

Creed's Cause 5k will be held in Tavares on May 5th.

If you would like to Sponsor the race please email me at sarahsaintpierre@yahoo.com

Please join us as we race to find a cure for LCA.



Creed's Cause Sponsors

<http://yourbestfitnessesach.blogspot.com>

Summa's Air Conditioning and Heating, Inc

Creed's Cause



Creed's Cause - Summary

CREED'S CAUSE Born
January 6, 2009,
Gordon "Creed" Pettit has

been a true gift to anyone who has spent any amount of time with him. Cr...

Creed's Cause

"It is only with the heart that one can see rightly; what is essential is invisible to the eye." — The Little Prince

A Look into Creed's First Three Years of Life

Named after his two maternal great-grandfathers, Gordon "Creed" Pettit was born January 6, 2009. A beautiful little boy with a head ful...



Dr. Kay, My Mom, Ted Creed and Sarah at UF

We had the best time meeting the research team

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: JANUARY 18, 2012**

AGENDA TAB NO: 13

SUBJECT TITLE: Approval of Agreement relating to Air Show to be held in conjunction with the Planes, Trains and Barbecue Event and Air Boss for the Seaplane Fly-In

OBJECTIVE:

To have City Council approve the attached Agreement relating to having an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 7, 2012 at Wooton Park and an Air Boss for the Seaplane Fly-In on April 21, 2012 at Wooton Park for a total estimated expenses of \$24,500.

SUMMARY:

For the first time in 2010, a four act professional air show was added to the line-up of activities for the Planes, Trains and Barbecue event and was deemed to be a great success and was held again in 2011.

It is proposed to again conduct an air show as part of the PTB event in 2012. The estimated cost to for the Air Show is \$22,500.00. This will cover the cost of the four professional air acts performing in the morning and afternoon, the expenses for the professional "Air Boss" to direct the air show activities, all required FAA and other permits and the cost of a \$5 million liability insurance policy.

In 2012, the City of Tavares will host its first Seaplane Fly-In at Wooton Park on April 21, 2012. The estimated cost for the Air Boss is \$2,000.00. This will cover the cost of the expenses for the professional "Air Boss" to direct the fly-in activities, host a contest and all required FAA and other permits and the cost of a \$5 million liability insurance policy.

City expenses would be covered by 2011 - 2012 CRA-TIF revenues and have been included in the City's approved 2011-12 budget.

Staff is requesting that Council approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue event on April 7, 2012 and Air Boss for the Seaplane Fly-In on April 21, 2012.

OPTIONS:

1. To approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 7, 2012 and Air Boss for the Seaplane Fly-In on April 21, 2012.

2. To not approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 7, 2012 and Air Boss for the Seaplane Fly-In on April 21, 2012..

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Agreement to hold an Air Show in conjunction with the Planes, Trains and Barbecue Event on April 7, 2012 and Air Boss for the Seaplane Fly-In on April 21, 2012 and to provide the needed funds from the 2011 – 12 CRA – TIF fund budget.

FISCAL IMPACT:

The estimated City out-of-pocket expenditures of \$24,500 will be covered by 2011– 12 CRA – TIF revenues contained in the City approved 2011/12 budget.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached Agreement.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012, between the City of Tavares, Florida (hereinafter referred to as "the City") and Air Boss and Consulting International, Inc. (hereinafter referred to as "Vendor").

RECITALS

1. The City desires to enter into an agreement with Vendor for the provision of an air show event to be held at the City of Tavares waterfront in accordance with the terms described herein and Air Boss services at a separate Sea Plane Fly-In at Wooton Park.

2. Vendor desires to enter into an agreement with the City to provide said services, and further agrees to be bound by the terms and conditions of this Agreement.

THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, receipt of which is hereby acknowledged, the City and Vendor hereby covenant and agree as follows:

1. The Vendor agrees to provide an air show (hereinafter called "Air Show"). The Air Show shall consist of four (4) Air Show "Acts" (as that term is commercially understood). Each Act shall provide two performances, one in the morning and one in the afternoon. Additionally the Vendor agrees to provide Air Boss services at a separate Sea Plane Fly-In at Wooton Park.

2. The Air Show is to be held on the Tavares Waterfront on April 7, 2012 and the Sea Plane Fly-In will be on April 21, 2012.

3. In addition to holding the Air Show and Fly-In Air Boss services as

described in Paragraph 1, Vendor shall be responsible for the following:

a. Provide all necessary planes and equipment for the Air Show.

b. Employ a Qualified "Air Boss" (as that phrase is generally understood) to supervise the Air Show.

c. Provide insurance as agreed to and approved by the City's Risk Manager as described in Attachment A to this Agreement. Vendor shall provide the City with the Certificate of Insurance as described in Attachment A at least fifteen (15) days prior to the event.

d. Obtain all FAA and other permits required for the Air Show.

4. In exchange for the Vendor's obligations, the City shall pay Vendor TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500). The payment shall be split into two separate payments. The City shall make the first payment in the amount of ELEVEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$11,250) on March 15, 2012. The City shall make the second payment in the amount of ELEVEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$11,250) on April 7, 2012, constituting the remaining portion of the cost. A separate payment of TWO THOUSAND DOLLARS (\$2,000) will be made on April 21, 2012 for the Sea Plane Fly-In Event.

5. Vendor agrees to indemnify the City and hold it harmless from any claims or damages (including attorney's fees) that it may incur by reason of the operation of the Air Show or the Fly In services provided by Vendor.

6. The parties agree that if Vendor violates the terms and conditions

of this Agreement, or violates any other applicable state, county or municipal ordinances, the City shall have the option to immediately terminate this Agreement.

7. Vendor shall be responsible for obtaining any and all necessary licenses, health certificates, permits, or other documents required for the operation of the Air Show. Vendor shall also be responsible for any and all sales or income tax liability that it may incur by reason of its operation of the Air Show.

8. Vendor shall not be permitted to sublet or assign any part of the Air Show or related services as set forth in this Agreement without first obtaining the written consent of the City.

9. Should Vendor breach the terms of this agreement, causing the City to employ an attorney for the enforcement of the provisions hereof, or for the collection of damages as a result of a breach, then the City's attorney's fees and court costs shall be paid by the Vendor.

Dated this ___ day of _____, 2012.

CITY

VENDOR

John Drury, City Administrator
City of Tavares, Florida

Air Boss and Consulting International, Inc.
By: Wayne G. Boggs, President

Attest:

Attest:

EXHIBIT A
INSURANCE REQUIREMENTS

- i. \$5M commercial general liability, each occurrence
- ii. \$5M aircraft liability, combined single limit each accident (\$100,000 bodily injury per person, to include passengers and bystanders) and property damage
- iii. \$5M damage to rented premises
- iv. \$1M personal and advertising injury
- v. \$5M general aggregate
- vi. \$5M products – comp/op aggregate
- vii. Workers' Compensation (if applicable) - Florida statutory limits. If exempt from Florida workers' compensation, a valid exemption certificate must be provided.
- viii. The City of Tavares is added additional insured (with endorsement) and certificateholder
- ix. In-force certificate of insurance must be provided on a standard Acord form, with accompanying endorsement attached (refer to Item viii), no later than 15 days prior to the event.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2012

AGENDA TAB NO. 14

SUBJECT TITLE: Request to accept \$750,000 Department of Environmental Protection Storm Water Grant for construction of a Down Town Stormwater Pond

OBJECTIVE: To consider the acceptance of a \$750,000 Grant from the Department of Environmental Protection (DEP) for the upgrading of the existing Stormwater infrastructure in the down town and to authorize the Mayor to sign the "Letter of Agreement".

SUMMARY:

Previously the City retained the services of Griffey Engineering to develop a comprehensive Down Town Master Storm Water Program which called for, among other things, the creation of a Storm Water Pond behind the Court jail. In September 2010 the City Council authorized Malcolm Pirnie to prepare the Preliminary Engineering Report and Environmental Report required for a DEP grant application to build the storm water pond. The estimated cost to build the storm water pond is \$2,658,800. The city was successful in obtaining \$750,000 towards this project from DEP. The remaining \$1,908,800 match is programmed to come from another grant/loan application that United States Department of Agriculture is processing for the city. That USDA application is in the amount of \$10 million and is for this pond as well as the replacement of the antiquated storm water collection lines and the elimination of direct discharging lines into the lake. It is anticipated that an award announcement on that \$10 million application is forthcoming in the next 30 days.

The Downtown Tavares Redevelopment Master Plan sets a vision for the future of Downtown Tavares and its potential to develop as a vibrant, pedestrian-oriented, mixed use center in order to support the anticipated increase in the residential and commercial population. It is critical that the aging Stormwater system be improved and upgraded to reliably serve the additional demands this growth will generate. Lake Dora's pollution levels are in excess of maximum contaminant levels during storm events. This contamination affects quality of life, community vibrancy, and economic development in the City of Tavares, and also affects the chain of lakes within the Lake County. The Griffey Engineering Down Town Master Storm Water Program includes a collection and treatment facility to manage runoff from the highly impervious downtown area. The proposed storm water treatment pond will provide a reduction in pollution TMDL loads to meet EPA requirements in Lake Dora, also, with phosphorus reduction estimated at almost 80%. This will provide an environmental benefit to Lake Dora.

The acceptance of this grant is dependent upon the City obtaining the remaining \$1,908,800 from USDA in the form of a loan, grant or combination thereof.

OPTIONS:

1. **Move to Accept** the Grant from the FDEP for the Stormwater improvements in the amount of \$750,000 and to authorize the Mayor to sign the "Grant Agreement".

2. Do not **move to Accept** the Grant from the FDEP for the Stormwater improvements in the amount of \$750,000 and to authorize the Mayor to sign the "Grant Agreement".

STAFF RECOMMENDATION:

Move to Accept the Grant from the FDEP for the Stormwater improvements in the amount of \$750,000 and to authorize the Mayor to sign the "Grant Agreement".

FISCAL IMPACT:

The estimated cost of the project is \$2,658, 800 with \$750,000 coming from this grant and the remaining \$1,908,800 coming from the USDA in the form of a grant, loan or combination thereof.

It is further noted that had the City taken a \$750,000 low interest loan out to do this work it would have expended an additional \$332,476 on interest payments based on the following assumptions: \$332,476

(20 Year Note, 3.86% Interest Rate, Semiannual Interest Payments, Annual Principal Payments). Thus the city is saving \$332,476 by accepting this grant in lieu of traditional financing.

LEGAL SUFFICIENCY: Legally sufficient.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

December 21, 2011

Attn: Mr. Brad Hayes
City of Tavares
201 East Main Street
Tavares, FL 32778

Dear Mr. Hayes

I understand Dave Worley has been working with you to get this contract in place. Due to some internal reorganizations, I will be the manager for this project. I look forward to working with you.

Enclosed are two originals for your signature. Please review and, if everything is acceptable, sign both originals. I will then need you to return both to me so that I can obtain the final DEP signatures. I will return a fully executed original to you after the last DEP signature.

Please let me know if you have any questions or concerns

Thank you,

A handwritten signature in blue ink that reads "Devan R. Cobb". The signature is written in a cursive, flowing style.

Devan R. Cobb
Environmental Specialist

Phone: 850-245-8542
Fax: 850-245-8434
E-mail: devan.r.cobb@dep.state.fl.us

AGREEMENT NO. S0568

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1763 OF THE FY 2010-2011 GENERAL APPROPRIATIONS ACT

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

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of forty-eight (48) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution and until the expiration of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$750,000.00. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,908,800.00.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. A final payment request must be submitted to the Department no later than the completion date identified in paragraph 2, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Travel expenses will not be reimbursed under the terms and conditions of this Agreement.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

- D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment C, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section .210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa>
- The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment E**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment B should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the

State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
15. The Department's Grant Manager for this Agreement is identified below.

Devan Cobb	
Florida Department of Environmental Protection	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8542
Fax No.:	(850) 245-8434
E-mail Address:	Devan.R.Cobb@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

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

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
18. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
22. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment F, Quality Assurance Requirements**.
23.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
24. Land acquisition is not authorized under the terms of this Agreement.
25. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

CITY OF TAVARES

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

Date: _____

Date: _____



Devan Cobb, DEP Grant Manager



DEP Contracts Administrator

Approved as to form and legality:



DEP Attorney

FEID No.:59-6000438

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Quality Assurance Requirements (14 Pages)</u>

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: January 18, 2011**

**AGENDA TAB NO. 15
SUBJECT TITLE: IMPERIAL TERRACE: TODD WAY CUL-DE-SAC
IMPROVEMENTS**

OBJECTIVE:

To seek Council's direction on proceeding with the improvements at the Imperial Terrace (Todd Way) cul-de-sac improvements.

SUMMARY:

At the Oct. 5th City Council Meeting, Staff presented Council with quotes from 3 firms consisting of 2 options for the cul-de-sac improvements on Todd way. One option specified a consistent Imperial Terrace cul-de-sac design (Griffey Option) and the other option was for the complete removal of the traffic island with the necessary repaving. Quotes ranged from \$8,745 - \$12,300 for the Griffey Design and \$9,242 – \$20,852 for the removal design. Following Council discussion and public input staff was directed to bring back a design incorporating an increased turning radius and corrective storm water engineering. Griffey Engineering was hired for the new design and cost estimate while Southeastern Survey provided the survey. Griffey's cost estimate for this project is \$34,814.12 (which includes a 10% contingency amount). Staff would like direction on how to proceed.

OPTIONS:

- 1) Move forward with obtaining bids, through a competitive bidding process, and bring back to Council.
- 2) To not move forward with obtaining bids, through a competitive bidding process.

STAFF RECOMMENDATION:

- 1) Staff recommends option #1: Move forward with obtaining bids, through a competitive bidding process, and bring back to Council.

FISCAL IMPACT:

There will be no fiscal impact for obtaining quotes. If Council later decides to move forward with this project, the construction cost will be equally shared by the Public Works Department (Paving 30-4102-541-6330) and the Utility Stormwater Department account 403-3801-538-34-10

Legal Sufficiency:

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

TODD WAY CUL-DE-SAC IMPROVEMENTS

INDEX

1. COVER SHEET
2. SURVEY
3. DEMOLITION
4. PAVING, GRADING, AND DRAINAGE
5. DETAILS & NOTES



VICINITY MAP



AERIAL MAP



DONALD A. GAFFEY
 P.E. CIVIL ENGINEER
 DONALD GAFFEY
 CONSULTANTS

GIPFFEY ENGINEERING
 408 N. CENTER STREET
 BUNNELL, FL 32129-2528
 PHONE (352) 357-2528
 FAX (352) 307-2519
 FLORIDA CERT. OF AUTH. # 6002

CITY OF TAVARES
 P.O. BOX 1068
 TAVARES, FLORIDA 32778
 CELL (352) 742-8454
 FAX (352) 742-8397

TODD WAY
 CUL-DE-SAC
 IMPROVEMENTS

COVER

Rev.#	Date	Drawn By	Checked By
		D.M.P.	D.A.G.
		Location #	TODDWAY-3
		Scale	1"=600'
		Sheet	TP-15-11 AS SHOWN

GRUFFEY ENGINEERING
 1808 N. GARDEN STREET
 TAMPA, FLORIDA 33606
 PHONE (813) 257-3558
 FAX (813) 257-3519
 FLORIDA CERT. OF AUTH. # BC08

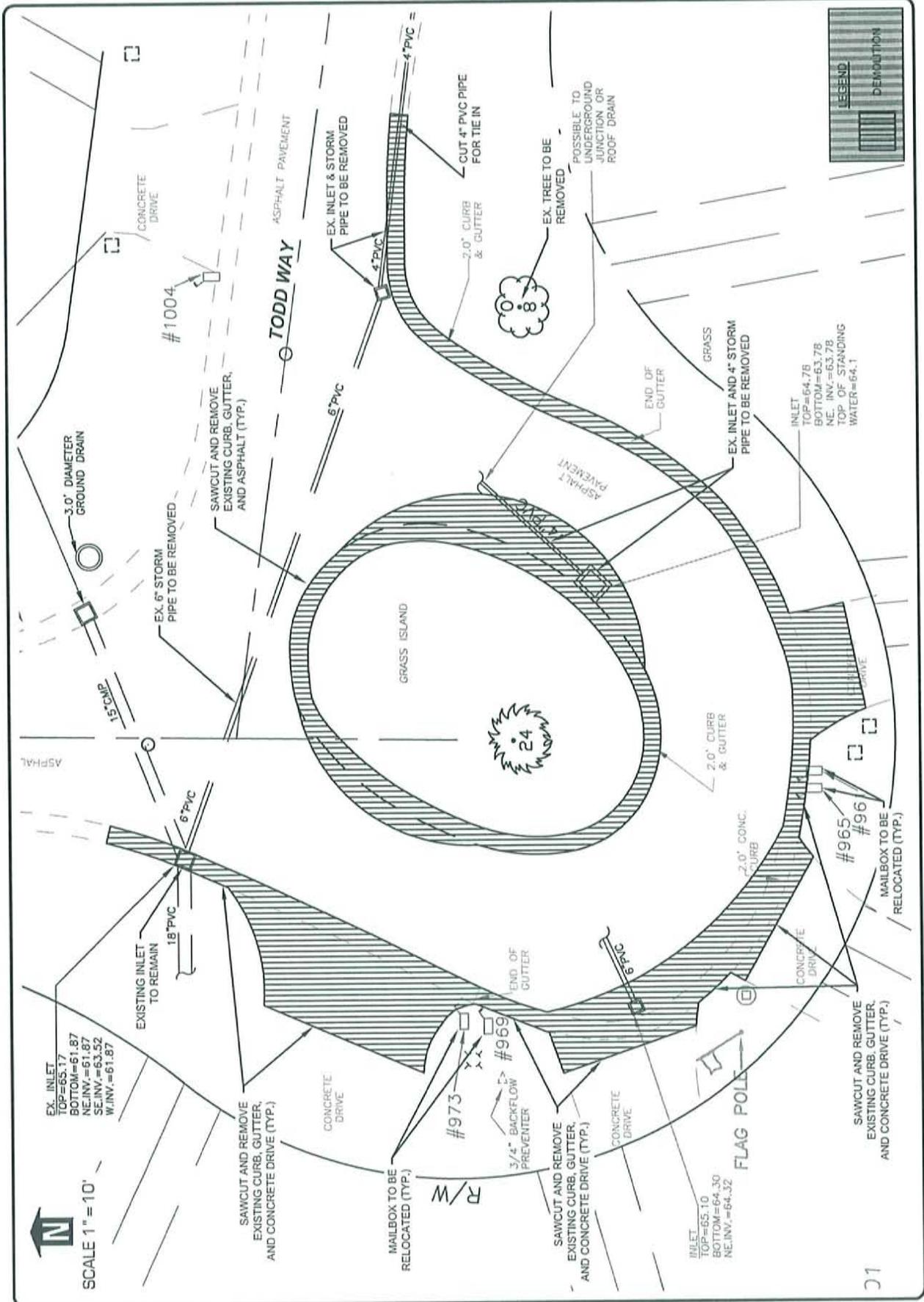
CITY OF TAVARES
 P.O. BOX 1088
 TAVARES, FLORIDA 32778
 CELL (352) 742-8454
 FAX (352) 742-6397

TODD WAY
 CUL-DE-SAC
 IMPROVEMENTS

DEMOLITION

Rev. # Date
 0.D.M.V.
 1.0.0.0.0.0.
 2.0.0.0.0.0.
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 10.0.0.0.0.0.

Sheet 3 of 5



DONALD A. GRIFFY
 CIVIL ENGINEER
 LICENSE NO. 12578
 STATE OF FLORIDA

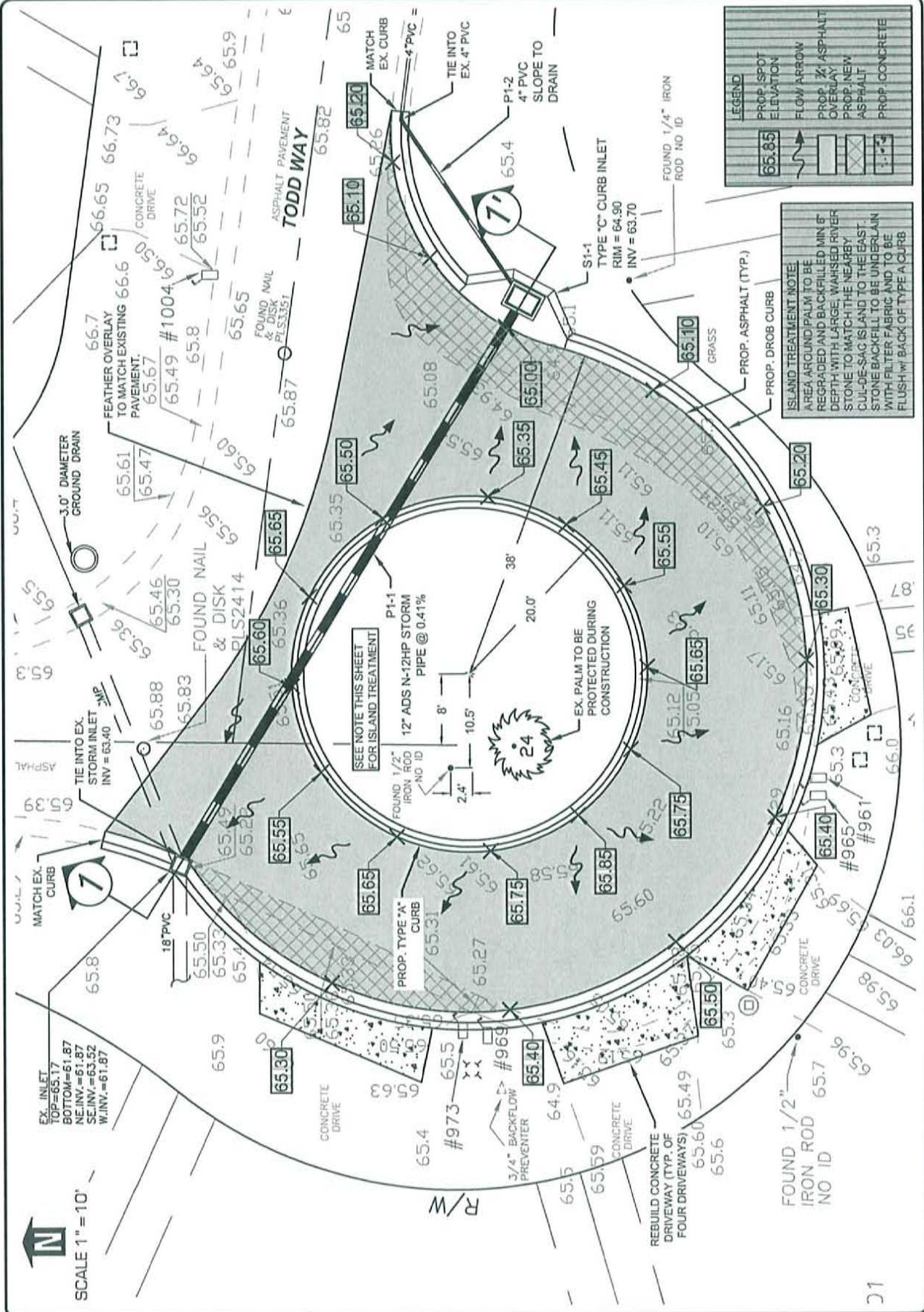
GRIFFY ENGINEERING
 3815 N. CENTRAL STREET
 P.O. BOX 1068
 TAMPA, FLORIDA 33613
 PHONE (813) 257-2528
 FAX (813) 257-2518

CITY OF TAMPA
 P.O. BOX 1068
 TAMPA, FLORIDA 33613
 CELL (813) 742-8454
 FAX (813) 742-8397

TODD WAY
 CUL-DE-SAC
 IMPROVEMENTS

PAVING, GRADING
 AND DRAINAGE

Drawn By	D.M.Z.
Checked By	D.A.G.
Design No.	15-15-113
Scale	1" = 10'
Sheet	4 of 5



SCALE 1" = 10'

**TODD WAY CUL-DE-SAC REBUILD
ENGINEER'S COST ESTIMATE**

ITEM	UNITS	QNTY	UNIT PRICE	AMOUNT
MOBILIZATION	LS	1	\$1,500.00	\$1,500.00
SURVEY & AS-BUILT DRAWINGS	LS	1	\$1,400.00	\$1,400.00
TREE REMOVAL	EA	1	\$240.00	\$240.00
CONCRETE DRIVE AND CURB REMOVAL	SF	1,006	\$2.40	\$2,414.40
ASPHALT PAVEMENT SAW CUT & REMOVAL	SY	30	\$15.00	\$450.00
REMOVE EXISTING STORM INLETS	EA	2	\$320.00	\$640.00
REMOVE EXISTING 4" PVC STORM PIPE	LF	35	\$7.00	\$245.00
REMOVE EXISTING 6" PVC STORM PIPE	LF	68	\$7.50	\$510.00
RELOCATE EXISTING MAILBOXES	EA	4	\$75.00	\$300.00
CORE EXISTING INLET FOR 12" STORM PIPE	EA	1	\$670.00	\$670.00
INSTALL 12" ADS STORM PIPE	LF	74	\$21.00	\$1,554.00
CONSTRUCT TYPE "C" CURB INLET	EA	1	\$2,950.00	\$2,950.00
CONNECT 4" STORM DRAIN TO EXISTING PIPE	LF	24	\$30.50	\$732.00
10" LIMEROCK & 3/4" ASPHALT WIDENING	SY	70	\$38.00	\$2,660.00
3/4" S-3 ASPHALT RESURFACE	SY	330	\$12.00	\$3,960.00
OPEN CUT AND REPAIR ROADWAY	SY	38	\$48.00	\$1,824.00
CONSTRUCT TYPE "A" CURBING	LF	127	\$15.00	\$1,905.00
CONSTRUCT DROP CURBING	LF	182	\$14.00	\$2,548.00
CONSTRUCT 6" CONCRETE DRIVEWAYS APRONS	SF	390	\$6.00	\$2,340.00
LANDSCAPE ISLAND WITH 4" GRAVEL COVER	SF	1,094	\$2.20	\$2,406.80
SOD 2 STRIPS AT CURB AND CONCRETE EDGES	SF	800	\$0.50	\$400.00
			SUBTOTAL	\$31,649.20
			10% CONTINGENCY	\$3,164.92
			TOTAL	\$34,814.12

**AGENDA SUMMARY
TAVARES CITY COUNCIL
JANUARY 18, 2012**

AGENDA TAB NO. 16

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting, February 1, 2012 – 4:00 p.m.
- Code Enforcement Hearing – January 24, 2012 – 5:00 p.m.
- Lake County League of Cities – February 10, 2012 – 11:30 a.m.
- Lake Sumter MPO – January 25, 2012 – 4 p.m. – The Savannah Center
- Library Board – February 10, 2012 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – January 19, 2012 – 3:00 p.m., Council Chambers

EVENTS

- African American Heritage Parade & Festival – February 4, 2012 – 10:00 a.m. to 4:00 p.m.
- Bassmaster Open – Wooton Park – January 19 – 20, 2012
- Classic Raceboat Regatta – March 16-18, 2012
- Crappie Masters Tournament – February 10 – 11, 2012
- Friday Market – Wooton Park 9 am to 1 pm
- Planes, Trains & BBQ – April 7, 2012
- Special Election for Parkland Referendum – March 6, 2012

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JANUARY 18, 2012**

AGENDA TAB NO. 17

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