

AGENDA  
TAVARES CITY COUNCIL

SEPTEMBER 5, 2012  
4:00 P.M.  
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Chase Allen, 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 & Budget Workshop – August 15, 2012

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Recognition of Ryan Veraghan, owner of RCar for Loan of Van for Summer Camp Tammey Rogers

Tab 3) Recognition of Councilmember Hope for Completion of 2012 Institute for Elected Officials Mayor Wolfe

Tab 4) Approval of Amendment 2 to the State Revolving Fund Loan Agreement for the Reclaimed Water Reuse Facilities Lori Houghton

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

VII. CONSENT AGENDA

VIII. PUBLIC HEARING – FISCAL YEAR 2013 MILLAGE & BUDGET – 5:05 P.M.

Tab 5) Resolution #2012-11 – Tentative Millage Rate – Fiscal Year 2012-2013 Lori Houghton

Tab 6) Resolution #2012-12 – Tentative Budget – Lori Houghton

Fiscal Year 2012-2013

IX. ORDINANCES

FIRST READING

- Tab 7) Ordinance #2012- 23 – Rezoning of Properties on West Ruby Street to Commercial Downtown Jacques Skutt
- Tab 8) Ordinance #2012-24 – Comprehensive Plan Future Land Use Amendment for Properties on West Ruby Street - Commercial Downtown Jacques Skutt
- Tab 9) Ordinance 2012-28 – Amendment to Code of Ordinances Extending Hours of Music and Entertainment Jacques Skutt

X. GENERAL GOVERNMENT

- Tab 10) Appointment to Planning & Zoning Board Mayor Wolfe
- Tab 11) Agreement with Florida Department of Emergency Management for Federal Grant for Design of Public Safety Complex Richard Keith
- Tab 12) Approval of Contract with Gatorskitch for Architectural Design Services Richard Keith
- Tab 13) Revised Contract with Barratt Scanes LLC to Provide Commercial Boat Tour Operations at Wooton Park Bill Neron

XI. OLD BUSINESS

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

- Tab 14) City Administrator John Drury
- Tab 15) 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.

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CITY OF TAVARES  
MINUTES OF REGULAR COUNCIL MEETING  
AUGUST 15, 2012  
CITY COUNCIL CHAMBERS  
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

Robert Wolfe, Mayor  
Bob Grenier, Vice Mayor  
Kirby Smith, Councilmember  
Norman Hope, Councilmember  
Lori Pfister, Councilmember

STAFF PRESENT

John Drury, City Administrator  
Robert Q. Williams, City Attorney  
Susie Novack, Deputy City Clerk  
Brad Hayes, Utility Director  
Chris Thompson, Public Works Director  
Joyce Ross, Communications Director  
Bill Neron, Economic Development Director  
Lori Houghton, Finance Director  
Richard Keith, Fire Department  
Stoney Lubins, Police Department

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Doug Dystra, Pastor, Adventure Christian Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mr. Drury said staff wished to add Tab 7A, a request from Ruby Street Grill to close a street for an event to be held Saturday, September 1, 2012.

MOTION

Kirby Smith moved to approve the agenda, seconded by Norman Hope. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

1  
2 **MOTION**  
3

4 **Bob Grenier moved to approve the minutes (August 1, 2012 City Council Regular Meeting**  
5 **& Budget Workshop, July 25, 2012 City Council Budget Workshop, July 28, 2012 City**  
6 **Council Meeting with Residents), seconded by Norman Hope. The motion carried**  
7 **unanimously 5-0.**  
8

9 **V. PROCLAMATIONS/PRESENTATIONS**  
10

11 **Tab 2) Presentation on Lake County Business Opportunity Center by Eustis City Manager**  
12

13 Paul Berg, City Manager, City of Eustis, said the Lake County Economic Development and  
14 Tourism Department has created Business Opportunity Centers in the county with plans for the  
15 North East Lake Business Opportunity Center (BOC) to be co-located with the Eustis Chamber of  
16 Commerce. Two other BOC facilities are located in Groveland and Leesburg to serve the  
17 businesses in those areas. He said the Business Opportunity Center provides training and  
18 education for small businesses which includes an incubator program. The City of Eustis has  
19 approved \$19,200 in funding toward their share of a \$50,000 split between the Golden Triangle  
20 cities and the City of Umatilla based on a per capita formula for the north east region program  
21 location. Mr. Berg said he hopes the City of Tavares will support the program which is another  
22 opportunity for the Golden Triangle Cities to work together.  
23

24 Robert Chandler, Representative, Lake County Economic Development & Tourism, provided a  
25 PowerPoint presentation and background of the Lake County Economic Development  
26 Department's reorganization, focus and goals placing economic development and job creation as  
27 the County's primary focus. He said the Business Opportunity Center comes out of that mission  
28 and will offer full service and premier business support to all businesses within the north east part  
29 of the county regardless of size or industry. The BOC will provide two programs; a Small  
30 Business Development (SBDC) Center managed by the SBDC of Central Florida will be a one  
31 stop shop for business support and a Business Incubator Program (BIP) will be managed by Lake  
32 Sumter State College and will be a three year program with an on-site facility management  
33 provided through a partnership with the Lake Eustis Chamber of Commerce.  
34

35 Mr. Chandler provided an overview of the Small Business Development Center and Business  
36 Incubator Program and said the Business Opportunity Center will provide two functions:  
37

- 38 • Small Business Development Center (SBDC) - Partnered with the SBDC of Florida and  
39 will provide no-cost professional business consulting, value added training and  
40 businesses information to Lake County businesses seeking assistance and will include  
41 the assistance of Certified Business Analysts, serving as a one stop shop for any type or  
42 level of business support.  
43
- 44 • Business Incubator Program (BIP) – Will be managed by Lake Sumter State College and  
45 is a three year program for qualified and selected businesses, and designed to support  
46 the successful development of entrepreneurial companies through an array of business  
47 support resources including furnished office space, usage of all office equipment in the

1 building, full scholarship to the entrepreneurial institute, participation in all workshops and  
2 seminars, receptionist, security system. It is a premier business opportunity support  
3 center.  
4

5 Mr. Chandler noted BOC will be staffed with Certified Business Analysts providing customized  
6 expertise and the Lake Sumter State College Entrepreneurial Institute is a 10 week, 30 hour  
7 course format including legal structure, marketing, accounting, trends and research and is  
8 available for a nominal fee. He said the agreement with the Lake Eustis Chamber of Commerce  
9 includes a full time dedicated staff person, ten offices to be utilized for the BOC, training room,  
10 conference room, break room and use of all office equipment.

11  
12 Mr. Chandler said the total cost of the program is \$174,500 and Lake County is proposing that the  
13 four cities in northeast Lake County contribute \$50,000 per year to support the services and  
14 programs of the BOC with the City of Tavares portion at \$14,400.  
15

16 Mayor Wolfe asked for comment from Council.  
17

18 Councilmember Hope inquired if the SCORE business support organization will interrelate or if  
19 the BOC will take the place of SCORE. Mr. Chandler, said they are hoping to include SCORE as  
20 a complimentary service and there is no formal agreement at this time. Councilmember Hope  
21 noted SCORE does not have an incubator program.  
22

23 Councilmember Pfister inquired about the EDC contribution. Mr. Chandler said that the county is  
24 contributing \$174,500 at this point.  
25

26 Councilmember Smith asked if businesses will be charged rent for the office space. Mr. Chandler  
27 said there will be a nominal fee of less than \$400 per month.  
28

29 Mr. Drury asked if the incubator program is designed for a business to graduate and then go out  
30 and lease market commercial space after the business is established. He asked if a time frame  
31 for graduation from the incubator program has been established. Mr. Chandler said the plan  
32 and direction is for a business to graduate within three years and that it is not designed for a  
33 business to remain in the program indefinitely. Mr. Drury noted the importance of establishing the  
34 criteria with the entrepreneur in order for a business plan and exit strategy to be developed.  
35

36 Scott Blankenship, Director, Lake County Economic Development & Tourism, said incubator  
37 programs have been established throughout the country. He said the business would have to be  
38 in the incubator program in order to lease office space but the center itself is a walk-in program.  
39

40 Councilmember Pfister asked if the staff and advisors are volunteer positions. Mr. Blankenship  
41 said there will be two Certified Business Analysts who are UCF employees; UCF manages the  
42 regional SBDC program. He noted that an entrepreneur has to meet certain criteria to enter the  
43 incubator program.  
44

45 Councilmember Smith asked for the requirements and criteria to qualify for the program.  
46

1 Mayor Wolfe noted his concern for the estimated cost range provided the cities (\$25,000-  
2 \$50,000) and the three year reduced lease that is provided. Scott Blankenship said they are  
3 using the best models, UF, USF, UCF and taking their tried and proven incubator models with a  
4 success rate of over 90%. Mayor Wolfe asked for those statistics.  
5

6 Vice Mayor Grenier asked if the staff will be able to accommodate all of the businesses in the  
7 area. Mr. Blankenship said it will never be enough but is the most proactive approach of any  
8 county in the state with the county segmented into areas, a Economic Development & Tourism  
9 Representative designated for each area and the three BOC's.

10  
11 Councilmember Hope asked if the Mount Dora and Tavares chambers are in support of the  
12 concept. Mr. Blankenship confirmed.  
13

14 Councilmember Hope said he is in support of the program but would like additional information.  
15

16 Mr. Blankenship said he would provide additional information on the program including success  
17 rate statistics, criteria for acceptance into the program, services provided and a description of the  
18 paid staff.  
19

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

21  
22 Attorney Williams said there is one quasi-judicial matter for consideration, Tab 3 (Rezoning of  
23 Gator Inlet). He swore in those present who wished to give testimony.  
24

25 Attorney Williams asked if any Councilmembers wished to make any ex parte disclosures  
26 regarding the matter. There were none.  
27

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

29  
30 Ms. Novack read the ordinances by title only:  
31

32 **ORDINANCE 2012-17**

33  
34 **AN ORDINANCE OF THE CITY OF TAVARES REZONING APPROXIMATELY**  
35 **6.2 ACRES LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, WEST OF**  
36 **STATE ROAD 19 FROM PD (PLANNED COMMERCIAL DEVELOPMENT) TO**  
37 **C-2 (HIGHWAY COMMERCIAL); SUBJECT TO THE RULES, REGULATIONS**  
38 **AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL;**  
39 **PROVIDING AN EFFECTIVE DATE.**

40  
41 **ORDINANCE 2012-18**

42  
43 **AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE FUTURE LAND**  
44 **USE MAP 2020 PROVIDING FOR A CHANGE OF FUTURE LAND USE**  
45 **DESIGNATION ON APPROXIMATELY 6.2 ACRES OF LAND GENERALLY**  
46 **LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, WEST OF STATE**  
47 **ROAD 19 FROM MUC (MIXED USE COMMERCIAL) TO COM (COMMERCIAL);**

1           **SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED**  
2           **BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.**

3  
4           **VIII. CONSENT AGENDA**

5  
6           There were no items for consideration on the consent agenda.

7  
8           **IX – ORDINANCES/RESOLUTIONS**

9  
10          **First Reading**

11          None.

12  
13          **SECOND READING**

14          **Tab 3) Ordinance #2012-17 – Rezoning of 1515 US Highway 441 (formerly Gator Inlet/Quiet**  
15          **Waters) from Planned Development to Highway Commercial**

16          Mr. Skutt stated this is an ordinance to amend the zoning of 6.2 acres of property located on the  
17          south side of US 441 just west of the Dora Canal known as the Gator Inlet and Quiet Waters.  
18          Five years ago the property was rezoned to a residential planned development zoning that would  
19          have allowed for an upscale condominium project including 101 condo units, a pool and marina.  
20          With the decline of the housing market, the developer was unable to carry through with the  
21          project. Ownership of these lands reverted back to the original owners, Babinec Enterprises, and  
22          they are now interested in marketing the property. Both the property owner and staff agree that  
23          there is more likelihood that the property could be successfully developed as a commercial use  
24          rather than a residential use. Mr. Skutt said that revoking the existing planned development  
25          zoning on this property and placing a commercial C2 zoning is the first step that should be taken  
26          in facilitating the sale and development of the land. US Highway 441 is the city's main  
27          commercial corridor and a C2 Highway Commercial Zoning would be the best fit. As with the  
28          existing zoning the city would require an approved site plan, traffic evaluation and all  
29          environmental permitting will have to be in place before any building permits are issued on the  
30          property. Mr. Skutt said the previous owners had property standards violations brought against  
31          them and ultimately this led to the city placing a lien against the property to cover outstanding  
32          fines. The new owners have brought the property into code compliance but the lien continues to  
33          run with the land. The Planning and Zoning Board voted unanimously to recommend the  
34          approval of this rezoning on June 21, 2012, and staff recommends approval of Ordinance 2012-  
35          17.

36  
37          Mayor Wolfe asked for comment from Council.

38  
39          Mayor Wolfe asked if the lien would be paid when the property is sold or prior to development.  
40          Attorney Williams said the lien attaches to the property and must be paid to transfer title as well  
41          as secure a construction loan or mortgage. He said the lien is secured and not affected by the  
42          rezoning.

43  
44          Mayor Wolfe asked if anyone in the audience wished to speak.  
45  
46  
47

1  
2 **MOTION**

3  
4 **Kirby Smith moved to approve Ordinance 2012-17, seconded by Bob Grenier. The motion**  
5 **carried unanimously 5-0.**

6  
7 **Tab 4) Ordinance #2012-18 – Future Land Use Amendment for 1515 US Highway 441**  
8 **(formerly Gator Inlet/Quiet Waters) from Mixed Use Commercial to Commercial**

9  
10 Mr. Skutt stated this future land use amendment will change the land use designation for the  
11 property just previously rezoned from Mixed Use Commercial to Commercial which is the most  
12 appropriate land use category for the same reasons presented under the rezoning application.  
13 The Planning & Zoning Board recommended unanimously for approval on June 21, 2012. Staff  
14 recommends approval of Ordinance 2012-18.

15  
16 Mayor Wolfe asked for comment from Council.

17  
18 Mayor Wolfe asked for comment from the audience.

19  
20 **MOTION**

21  
22 **Bob Grenier moved to approve Ordinance 2012-18, seconded by Norman Hope. The**  
23 **motion carried unanimously 5-0.**

24  
25 **X. GENERAL GOVERNMENT**

26  
27 **Tab 5) Golden Triangle Summit Meeting**

28  
29 Mr. Drury said the next Golden Triangle Summit is scheduled for August 30, 2012 at 5:30 p.m. at  
30 the City of Mt. Dora, City Hall Board Room. He said staff will continue to provide updates on the  
31 Golden Triangle Fire District initiative. Mr. Drury said he is available for questions or will take any  
32 information Council wishes to bring forward at a later time.

33  
34 Mayor Wolfe noted his support to move forward with the Golden Triangle Fire District. He asked  
35 if Lake County could be invited. Mr. Drury confirmed.

36  
37 **Tab 6) Request to Name Dora Canal Bridge as “Clayton Bishop Memorial Bridge”**

38  
39 Vice Mayor Grenier said that dedicating the Dora Canal Bridge to Clayton Bishop provides an  
40 opportunity to pay tribute to one of Lake County’s living ambassadors who has made great  
41 contributions to the county and has been involved with the railroads for 90 years. He said this  
42 dedication will go beyond the boundaries of Tavares and also celebrate the railroad partnership  
43 with Lake County on the project. Mr. Grenier noted the Florida Central Railroad, Central Florida  
44 Chapter National Railway Historical Society and Lake County Historical Society are in support of  
45 the dedication. He noted the alleyways throughout Tavares have been dedicated to individuals.  
46 He said the replicated railroad station could have a state historical marker placed that will tell the

1 history of Tavares as the hub of Central Florida's railroad and include many of the names of those  
2 individuals from Tavares.

3  
4 Mayor Wolfe asked for comment from Council.

5  
6 Councilmember Pfister said she was contacted by a member of the Tavares Historical Society  
7 and noted her concern that there are so many others who have been involved in the railroads in  
8 Tavares. Councilmember Pfister and Mayor Wolfe noted their preference is to leave the bridge  
9 as the Dora Canal Bridge or place a plaque that is a dedication to include more individuals  
10 associated with railroad history.

11  
12 Vice Mayor Grenier noted this is not a request to rename the Dora Canal bridge but to dedicate  
13 the bridge to an individual.

14  
15 Councilmember Smith said he would like the Tavares Historical Society to be provided with an  
16 opportunity to conduct research and with more coordination between the historical societies as  
17 well as a more judicial process.

18  
19 Mayor Wolfe asked for comment from the audience.

20  
21 Betty Burleigh, Tavares Historical Society, read a letter that was sent to each Councilmember  
22 requesting Council table the request until some thought can be put into the proposal from the  
23 Tavares Historical Society and Councilmembers. She named several individuals who worked on  
24 the railroads from Tavares and gave a scrapbook to Mr. Drury for Council to review.

25  
26 Lavonda Morris, Curator and Manager, Lake County Historical Society and Museum, stated her  
27 support to honor Mr. Bishop.

28  
29 Councilmember Hope recommended tabling the request and forming a group to come up with a  
30 prioritized list of individuals to bring back for Council consideration.

31  
32 Don Bias, resident, stated his support in only placing a plaque at the railroad station with the  
33 names of the men who worked on the railroad that can be added to in the future.

34  
35 **MOTION**

36  
37 **Lori Pfister moved that after budget Council re-address the railroad bridge dedication,**  
38 **seconded by Kirby Smith. The motion carried, 4-1 as follows:**

39  
40 **Robert Wolfe: Yes**  
41 **Bob Grenier: No**  
42 **Norman Hope: Yes**  
43 **Lori Pfister: Yes**  
44 **Kirby Smith: Yes**

45  
46 **Tab 7) Request to Extend Outdoor Music Hours in Downtown**  
47

1 Mr. Neron said Ruby Street Grill has requested that Council consider amending the current  
2 regulations to expand the time frame where outdoor music and entertainment would be allowed in  
3 the Downtown Entertainment District. A chart has been provided showing the hours allowed  
4 under the current ordinance and the hours being requested by Ruby Street Grill. Mr. Neron said  
5 staff recommends Council consider the request and provide direction as to what changes, if any,  
6 should be made to the existing regulations.

7  
8 Mayor Wolfe asked for comment from Council.

9  
10 Mayor Wolfe asked for comment from the audience.

11  
12 Colleen McGinley, Executive Director, Tavares Chamber of Commerce, said the Tavares  
13 Chamber of Commerce Board passed a motion requesting Council to pass an ordinance  
14 changing the hours on Sunday through Wednesday to 11:59 p.m. and Thursday, Friday and  
15 Saturday to 1:00 a.m. in order to benefit the economic development in the Downtown  
16 Entertainment District.

17  
18 Discussion followed regarding various extended hour options and Councilmember Pfister noted  
19 the Council could always readdress if needed. She said she would like to give the business  
20 owners the opportunity for expanded hours.

21  
22 Councilmember Hope noted his concern for the residents and preferred no hours beyond  
23 midnight.

24  
25 Attorney Williams noted that this is direction to the staff which will come back before Council for  
26 two readings and public notice.

27  
28 **MOTION**

29  
30 **Kirby Smith moved to recommend Monday, Tuesday and Wednesday until 11:00 p.m.;**  
31 **Thursday until 12:00/midnight; Friday, Saturday until 1:00 a.m.; Sunday until 11:00 p.m.**  
32 **The motion failed for lack of a second.**

33  
34 Vice Mayor Grenier said the only change he is in favor is extending another hour on Wednesday  
35 and to readdress in the future as needed.

36  
37 **MOTION**

38  
39 **Norman Hope moved for Monday and Tuesday 11:00 p.m.; Wednesday, Thursday, Friday,**  
40 **Saturday and Sunday 12:00 midnight.**

41  
42 Councilmember Smith noted his concern for expanded weeknight hours. Mr. Smith asked if  
43 expanded hours would deter or encourage conventions coming into town. Mr. Drury said  
44 conventions enjoy entertainment.

45  
46 Mayor Wolfe noted his concern that some establishments play amplified music louder than  
47 others.

1  
2 Councilmember Smith said that if the restaurant owners are extremely loud Council can rescind  
3 to less hours.  
4

5 **The motion was seconded by Lori Pfister. The motion carried 3-2 as follows:**

6  
7 **Robert Wolfe: No**  
8 **Bob Grenier: No**  
9 **Norman Hope: Yes**  
10 **Lori Pfister: Yes**  
11 **Kirby Smith: Yes**  
12

13 Attorney Williams said an ordinance will come back to Council for two readings and that a change  
14 in hours is not in effect at this time.  
15

16 **Tab 7A) Request from Ruby Street Grill to Close Ruby Street on September 1, 2012**

17  
18 Mr. Drury said this request was provided just prior to the meeting. He said the current ordinance  
19 requires that when a special event is held in downtown with more than 2500 people, or with  
20 Council approval, a street can be closed. Mr. Drury said the Ruby Street Grill is expecting 200  
21 people for an event and has requested that a portion of Ruby Street be closed from 9:00 a.m.  
22 until 5:00 p.m. with the actual event 12:00 noon until 4:00 p.m. on Saturday, September 1, 2012.  
23 He said staff recommends approval.  
24

25 Councilmember Smith inquired as to which portion of Ruby Street will be closed and if there will  
26 be access to the boat ramp. Mr. Drury confirmed that there will be access to the boat ramp and  
27 the request is to close Ruby Street from the corner of O'Keefe's to St. Clair Abrams.  
28

29 Mayor Wolfe asked for comment from the audience.  
30

31 Andrew O'Keefe, O'Keefe's Irish Pub, said Pups on the Patio will hold their last event of the  
32 season which begins at 6:00 p.m. He said the street will be closed until approximately 9:00 p.m.  
33 He said Pups on the Patio closes the same portion of the street and that the loop is open for  
34 parking and emergency vehicles.  
35

36 **MOTION**

37  
38 **Kirby Smith moved to approve the request, seconded by Lori Pfister. The motion carried**  
39 **unanimously 5-0.**  
40

41 **Tab 8) Request for Extension of Contractual Services with Malcolm Pirnie for Consumptive**  
42 **Use Permit Process**

43  
44 Mr. Hayes said this is a request to approve a work authorization with Malcolm Pirnie for the  
45 compliance condition activities for the Consumptive Use Permit, to complete the CUP process  
46 with St. John's River Water Management District in the amount of \$78,474.  
47

1 He said under previous direction of the St. John's renewal process of the CUP, it typically takes a  
2 City or County of comparable size up to five years to receive a permit at an average cost of  
3 \$500,000. CUP's normally have a five year duration with the costs continuing on a yearly basis.  
4 The city has currently spent \$345,088, and including this work authorization for \$78,474, will have  
5 spent a total of \$423,562. The City is years ahead of the typical five year process for renewing  
6 the CUP, and with this work authorization, the total cost is under the state average, and the City  
7 will have a CUP with an expected permit duration of twenty years. This twenty year permit would  
8 significantly reduce our costs going forward with the CUP process. The City started this  
9 application process in October 2009. The City included \$125,000 in the current budget for the  
10 project and at this point the request is for \$78,474 of that amount. Staff recommends approval of  
11 the work authorization to complete the CUP process.

12  
13 Mayor Wolfe asked if that will be the final amount needed. Mr. Hayes confirmed. Mr. Drury said  
14 this is significantly below what was budgeted.

15  
16 Councilmember Hope asked if the City would renew every twenty years going forward instead of  
17 every five years. Mr. Hayes said yes, for the process.

18  
19 **MOTION**

20  
21 **Norman Hope moved for approval, seconded by Bob Grenier. The motion carried**  
22 **unanimously 5-0.**

23  
24 **Tab 9) Approval of Contract with Malcolm Pirnie for Water Main Design**

25  
26 Mr. Hayes said this is a request to consider the approval of a work authorization for Malcolm  
27 Pirnie to complete preliminary design of three water main projects in the amount of \$35,997. The  
28 City created a vision for enabling the future growth of businesses and residential developments in  
29 Tavares. The goal of the Utility Department is to provide adequate water, wastewater, reclaimed  
30 water and stormwater infrastructure, to enhance and sustain the growth and development in the  
31 community. The existing water main system is antiquated, with aged and undersized water  
32 piping. The City is working diligently to meet the future needs with numerous infrastructure  
33 projects. The City currently has completed the design for water and wastewater infrastructure  
34 improvements for the CRA. He said these three proposed projects are intended to complement  
35 that infrastructure improvement project. Mr. Hayes provided a description of the three projects:

- 36  
37 1. Install a water main from the end of the street at SR 19, cross under SR 19 and travel  
38 both north and south along SR 19 crossing under the Dora Canal to Dead River Road and  
39 connect to an existing water main that ends in the vicinity of the businesses on SR 19.  
40 2. Install a water main along East Alfred Street (Old 441) between Disston Avenue and Dora  
41 Avenue.  
42 3. Extend a water main under Lake Junietta to add fire protection and more water protection.  
43

44 Mr. Hayes said this is for a looping of the systems, fire flow protection and water quality. He said  
45 this is a preliminary design. Mr. Drury noted the amount budgeted was \$40,050 and this project is  
46 coming in at \$35,997.  
47

1 Councilmember Smith asked if the SR 19 road widening project has been considered. Mr. Hayes  
2 said this part of SR 19 will not be affected.

3  
4 **MOTION**

5  
6 **Norman Hope moved for approval, seconded by Lori Pfister. The motion carried**  
7 **unanimously 5-0.**

8  
9 **Tab 10) Authorization to Apply for a State Florida Recreation Development Assistance**  
10 **Program (FRDAP) Grant to fund the Construction of the Wooton Park Expansion**

11  
12 Mr. Neron said the state, in the past, has had the Florida Recreation Development Assistance  
13 Program (FRDAP) which assists local governments in a variety of recreational improvement  
14 projects. He said in the past the city has been the recipient of FRDAP Grants for Woodlea Field,  
15 Aesop's Park, Funding of Splash Park and other improvements of the Wooton Park expansion  
16 project. The state has not funded the FRDAP Grant program for the last two years and it is  
17 undetermined if FRDAP will be funded by the legislature in its next session. The City has been  
18 notified that they are opening applications to be considered should the state fund the program in  
19 the next fiscal year. Mr. Neron said staff is requesting the authority to file a FRDAP Grant  
20 application that can be used to assist the various projects at the Wooton Park Expansion such as  
21 boat ramps, restroom, boat parking et al. There is up to a 50% match which can be used with  
22 existing funds already appropriated for those improvements by leveraging that money should the  
23 City be awarded a FRDAP Grant project.

24  
25 Councilmember Smith asked if the city would be notified in time of the design phase of the  
26 Wooton Park Expansion. Mr. Neron confirmed and said the grants would be ranked although  
27 funding would not be determined until the end of the legislative session.

28  
29 Councilmember Hope noted his concern for transparency and inquired about expanded  
30 improvements on a project that was voted by referendum. Mr. Drury said a project will be  
31 developed that is approximately \$900,000 and which is in line with what the citizen approved by  
32 referendum. If \$200,000 is awarded from the FRDAP it could reduce the amount of the voters  
33 contribution from \$900,000 to \$700,000. There are other improvements that will be  
34 recommended in the future such as the safety of the seaplanes and interaction of pedestrians as  
35 well as the relocation of the Tav Lee Trail.

36  
37 Mr. Neron said the concept plan calls for 10-12 boat parking trailer spaces and if the city is  
38 awarded a grant then there is the potential to expand that from 10-12 to 15-20. Mr. Neron said  
39 the original bond for Wooton Park was \$7.3M with over \$1M in grants to enhance various aspects  
40 of the project over time. As grants become available with match requirements we can leverage  
41 those existing funds to expand the existing project for other improvements. Mr. Drury said the  
42 goal is to honor what the people voted and create a \$900,000 project, and if we get grant monies  
43 then Council can decide to move forward with enhancements or to not do any more additional  
44 improvements reducing the cost. Mr. Neron said FRDAP grants can be awarded up to \$200,000,  
45 are traditionally very competitive and the amounts depend on the number of grants awarded. He  
46 said the Wooton Park grants were in the range of \$150,000.

47

1 **MOTION**

2  
3 **Norman Hope moved for approval, seconded by Kirby Smith. The motion carried**  
4 **unanimously 5-0.**

5  
6 **XVI. OLD BUSINESS**

7  
8 **XVII. NEW BUSINESS**

9  
10 **XVIII. AUDIENCE TO BE HEARD**

11  
12 Mayor Wolfe invited comment from the audience.

13  
14 **XIV. REPORTS**

15  
16 **Tab 25) City Administrator**

17  
18 Mr. Drury stated that the Dora Canal bridge project is complete. He thanked the Council for  
19 funding the project, and Mr. Neron for managing the project. Mr. Drury presented Council and  
20 Mr. Neron with railroad spikes from the Dora Canal bridge noting that the previous rail line was  
21 built approximately 1916 and lasted for 100 years, and the presented railroad spikes are for a  
22 project which will be there another 100 years.

23  
24 Mr. Neron recognized Pete Petree with the Florida Central Railroad who worked hand in hand  
25 with the city.

26  
27 Mr. Drury noted the upcoming meetings are listed in the agenda.

28  
29 **City Clerk Department**

30  
31 Ms. Novack said the election qualifications ended at 12:00 noon with four qualified candidates;  
32 Bob Grenier, Norman Hope, Lori Pfister and Robert Wolfe. She said all candidates are  
33 incumbents with no opposition. Three members will fill two year terms through 2014 and one will  
34 fill a one year term to be determined.

35  
36 Mr. Drury noted the swearing in will be held in November.

37  
38 **Human Resources**

39  
40 **Economic Development**

41  
42 **Public Communications**

43  
44 **Public Works Department**

45  
46 Mr. Thompson congratulated those Councilmembers who qualified for re-election.  
47

1 **Utility Department**  
2

3 Mr. Hayes said two weeks ago FDEP gave its approval to turn on the reuse water. There is a  
4 contractor on site and the connection at the Tavares Cemetery and Martin's Grove has been  
5 completed. The Utility Department plans to turn on the reuse system by Friday, August 17.  
6

7 **Police Department**  
8

9 **Fire Department**  
10

11 **Community Services Department**  
12

13 **Finance Department**  
14

15 **City Attorney**  
16

17 Attorney Williams said each Councilmember received an email from Mr. Drury regarding the  
18 November election. Mr. Williams said there is a special circumstance this year in that of the four  
19 seats that are up, three are traditional two year terms and one is to complete the one year  
20 unexpired term from Sandy Gamble's resignation. With the current at large elections the charter  
21 does not provide any way to determine who gets the three two-year terms and who gets the one  
22 one-year term other than to have an election unless there is an agreement or stipulation of the  
23 people that are involved; Robert Wolfe, Bob Grenier, Norman Hope and Lori Pfister. He said  
24 there are three options:  
25

- 26 • With no action, four names will be on the ballot in November and the three candidates  
27 receiving the highest number of votes will be elected to the two year terms. The person  
28 with the least number of votes would get the one year term.
  - 29 • One candidate can accept or volunteer to take the one year term.
  - 30 • Draw straws or another selection of chance.
- 31

32 Attorney Williams said the Lake County Supervisor of Elections needs to be notified by 8:00 a.m.  
33 the following day in order to print the ballots. Mr. Drury noted that if an election is held then staff  
34 will need to explain and educate the public on the reason they are voting through public relations  
35 and notifications Attorney Williams said the charter does not contemplate what you do in this  
36 instance, whether it is a chance lot or volunteer, as that is allowed under state law. Mr. Williams  
37 said this should not be an issue in the future if the citizens vote to adopt the seats.  
38

39 Councilmember Pfister asked why Councilmember Hope had to run this time as he was  
40 appointed to fill Sandy Gamble's seat. Attorney Williams said the charter specifically addresses  
41 this issue and stipulates that if there is a vacancy that is created with more than half of the  
42 remaining term outstanding, then the Mayor has the power to appoint someone but that  
43 appointment is only until the next election. If the vacancy occurs when there is less than a year  
44 remaining on the term then the vacancy is filled by someone who runs until the expiration of the  
45 term.  
46

47 Councilmember Pfister noted her preference for a selection of chance.

1  
2 Councilmember Hope said he prefers for the city not to spend the monies on an election and to  
3 determine the one year term by a selection of chance.  
4

5 Attorney Williams said a determination needs to be made on either holding an election or how the  
6 selection will be made. A chance selection does not have to be conducted until November. Mr.  
7 Williams said no one can force anyone to do this as the default position is an election and it must  
8 be in pure agreement from everyone.  
9

10 Mr. Williams said another option is to ask the Supervisor of Elections to print the ballots and if  
11 another decision was made before election day then a sign could be placed on each ballot box  
12 saying that you don't vote for these four as there is no election.  
13

14 Vice Mayor Grenier volunteered to take the one-year term. Attorney Williams said that he would  
15 take a one year term ending in November 2013 and revert to the same election cycle as  
16 Councilmember Smith.  
17

18 Attorney Williams said he would like a recognition in the minutes that Vice Mayor Grenier has  
19 elected to take a one year term and advised Mr. Grenier that it is irrevocable once you take the  
20 one year term.  
21

22 Vice Mayor Grenier stated for the record that he will voluntarily take the one year term.  
23

24 **MOTION**

25  
26 **Lori Pfister moved to accept Councilmember Grenier's gracious offer, seconded by**  
27 **Norman Hope.**  
28

29 Mayor Wolfe said it was very honorable of Vice Mayor Grenier to volunteer to take the one year  
30 term.  
31

32 **The motion carried unanimously 5-0.**  
33

34 **Tab 26) City Council**

35  
36 **Councilmember Pfister**  
37

38 Councilmember Pfister said she is concerned about the safety of pedestrian traffic on Ruby Street  
39 and would like to begin a plan to make Ruby Street more appealing and pedestrian friendly. Ms.  
40 Pfister suggested a brick project where bricks are sold with engraved names and with a possible  
41 'ruby red' design.  
42

43 Mr. Drury noted the Ruby Street project is included in the Five Year Capital Plan program which  
44 will be discussed in the following budget meeting.  
45

46 **Councilmember Hope**  
47

1 Councilmember Hope commended staff for their hard work and efforts and said he hopes to keep  
2 the new carpet in the front of the library in the budget.

3  
4 **Vice Mayor Grenier**

5  
6 **Councilmember Smith**

7  
8 **Mayor Wolfe**

9  
10 Mayor Wolfe noted his support for new library carpeting.

11  
12 **Adjournment and Reconvening to Budget Workshop for Fiscal Year 2012-2013**

13  
14 Mayor Wolfe adjourned the meeting at 6:04 p.m. for a brief recess. The meeting was reconvened  
15 at 6:27 p.m.

16  
17 **Tab 13) Discuss FY 2012-2013 Budget**

18  
19 **Presentation by City Administrator**

20  
21 The seven items from the last meeting have been incorporated into the budget as follows:

- 22  
23 1. Todd Way Circle \$45,440 budgeted number reduced to reflect estimated cost of \$30,440  
24 (\$15,000 savings)  
25 2. Marina Seaplane Fuel revenue margin increased from 5% to 10%. (\$10,000 savings)  
26 3. Splash Park personnel costs reduced by \$30,000  
27 4. Pavilion On the Lake start up partial year funding reduced from \$103,000 down to  
28 \$50,000. (\$53,000 savings)  
29 5. Library carpet replacement of entrance way only. Added \$10,000.  
30 6. Increased Parks & Recreation program expenditures by \$10,000 due to dissolution of  
31 Booster Club and increased Park Program Revenues by \$10,000. Budget neutral.  
32 7. Increased Election Expense by \$1,800.00 for costs related to referendum concerning  
33 "Council Seats".  
34

35 Net Changes above total \$96,200 savings.

36  
37 Mr. Drury recommended and asked Council that the following items be added:

38  
39 **Low Level Landscaping**

40  
41 Mr. Drury noted the estimated cost to install an aesthetically pleasing rod iron looking safety  
42 fencing (actually made from aluminum) in Wooton Park along the Ruby Street portion of the rail  
43 road is \$30,000 (from Splash Park entrance to BBQ building on the street side). The landscaping  
44 and irrigation costs along the same area on the lake side of the rail road is estimated at \$25,000.  
45 Total cost is \$55,000. Staff has been successful in getting the rail road to commit to contribute to  
46 100% of the cost of the fencing. This reduces the cost from \$55,000 down to \$25,000 for the city.  
47

1 Central Florida Veterans has made a request to the city to contribute \$1,180 towards a \$1.5  
2 million Memorial Park in Orlando.

3  
4 Golden Triangle Business Opportunity Center

5  
6 Add a \$14,400 placeholder to the General Fund for the request for the Golden Triangle Business  
7 Opportunity Center.

8  
9 Mayor Wolfe inquired about the 'no trip hazards' for the pedestrian crossings and asked if that is  
10 incorporated in the landscaping funds. Mr. Neron said there are four locations for rubberized and  
11 asphalt pedestrian crossings which will be covered by railroad funding as part of the Dora Canal  
12 Bridge replacement project.

13  
14 Councilmember Smith said \$25,000 of the \$50,000 that is saved by not certifying the two boats  
15 could be used toward the low level landscaping. Mr. Neron noted he is currently, per Council  
16 direction, pursuing with Lake Sumter MPO in getting an exemption with the state and federal  
17 government to dispose of the boats. Under the current regulation, 80% of the proceeds go back  
18 to the federal government under the program from which they were originally purchased and the  
19 City can keep 20%. The City will be requesting an exemption to recoup revenues that were put  
20 into the boats for refurbishing and transportation. In addition, when the City is ready to dispose of  
21 the boats, it will need to be determined and decided if the City can get more monies from the sale  
22 of the boats if they are certified or by selling them 'as is.' Mr. Neron said staff plans to bring that  
23 back before Council within six months.

24  
25 Councilmember Pfister noted her support in not expending any monies and disposing of the boats  
26 quickly and taking 20%.

27  
28 Capital Improvement Program

29  
30 Ruby Street

31  
32 Mr. Skutt noted there is no funding in the current budget for Ruby Street improvements, and  
33 \$10,000 is in the FY12/13 budget for the preliminary design for sidewalks. Mr. Drury said Ruby  
34 Street is not funded as a stand alone project but is incorporated in the downtown  
35 water/wastewater/stormwater upgrade project. He said Mr. Hayes has been working for two  
36 years on developing the funding which should be in place within the next year. He said upgrading  
37 the water/sewer lines and the stormwater project will require the street to be torn up.

38  
39 Councilmember Pfister said it is important to address safety issues and making it pedestrian  
40 friendly now by possibly lowering the speed limit, adding lighting or preferably closing the street  
41 to traffic with only pedestrian use at dusk since the project is 2-3 years out. Ms. Pfister said  
42 businesses would still be accessible through their parking lots to the north and south.

43  
44 Mr. Drury said a solution would be to give the Public Works Department sidewalk monies. Mr.  
45 Thompson said the cost would be approximately \$25,000 to add sidewalks and \$5,000 has been  
46 included in the FY12/13 budget. Mr. Drury noted that there are differing views on how the street  
47 should be designed and public meetings should be held on that issue. He said Alisha Sullivan,

1 Senior Planner, is currently working on a preliminary in-house design and is meeting with the  
2 business owners along the street and corridor for an overall design plan. Once the plan is  
3 approved or changed, then that is the plan that will go into the water/wastewater/stormwater  
4 project for funding. Mr Drury noted the missing section of sidewalk is behind the Clerk of Court  
5 building.

6  
7 Councilmember Smith inquired about power poles along Ruby Street. Mr. Thompson said power  
8 poles extend to O'Keefe's. Mr. Drury said Council asked the engineer (BESH) to do a standard  
9 lighting design for the downtown.

10  
11 Councilmember Smith said \$25,000 of savings from not certifying the boats can be used for  
12 sidewalks. Mr. Drury said he would make that change.

13  
14 Councilmember Hope asked if a sidewalk would have to be torn up with the  
15 water/wastewater/stormwater project. Mr. Hayes noted the utilities are in the middle of the road  
16 and it should not be an issue.

17  
18 Mr. Drury asked Council to review the list of projects included in the Five Year Capital  
19 Improvement Program and advise him of any desired changes. He noted that there are two more  
20 meetings to make any adjustments.

21  
22 Councilmember Hope said he would like to see bathrooms included in the master plan, long  
23 range, for Ingraham Park. Mr. Drury asked Ms. Houghton to add the restrooms to the Ingraham  
24 Park in a CDBG funding cycle year.

25  
26 Councilmember Smith asked for a summary of everything that happened for the September  
27 budget meeting.

28  
29 Enterprise Funds

30  
31 Ms. Houghton said she provided a new Utility Budget due to four changes in the  
32 water/wastewater budget. Ms. Houghton provided a review of the Enterprise Funds with the  
33 following highlights:

34  
35 Utility Enterprise Fund: (Water, Sewer & Water Reclamation Fund

- 36  
37
- 38 • Water revenues – anticipate a slight decline due to customer irrigation use.
  - 39 • Sewer service fees – increase in FY12/13 – the water consumption is not as much of a  
40 driver in the sewer revenues because customers are no longer charged for the  
41 consumption part of their bill at 14,000 gallons.
  - 42 • Reuse Revenues – budgeted conservatively due to unknowns.
  - 43 • Anticipated revenues - \$289,000 back into fund.
  - 44 • Operating - Water Treatment Division expected to increase 4.85%
  - 45 • Operating – Water Distribution Division expected to decrease 7.85%
  - 46 • Additional Funding included in Contractual Services for \$55,000 for recertification of the  
47 wastewater plant (every 5 years)

1 Mr. Hayes said he is working toward a 10 year recertification which will reduce costs.  
2

3 Solid Waste Fund  
4

- 5 • Revenues and expenditures staying fairly constant
- 6 • Minimal recycling revenue
- 7 • No debt proceeds – not purchasing a truck
- 8 • \$12,000 included for automated carts that need to be purchased every 2-3 years
- 9 • \$14,000 included for Ruby Street dumpster
- 10 • Solid Waste Revenues – 68% residential, 32% commercial

11  
12 Stormwater Fund  
13

- 14 • Budget reduced with an anticipated \$97,000 being placed back into reserve to get ready  
15 for improvements
- 16 • \$1.00 increase in ERU fee to \$5.50 per ERU
- 17 • Capital expenditures for Sinclair Drainage at \$15,000 and \$12,000

18  
19 Seaplane Base Fund  
20

- 21 • Increase in revenues which include transfers from the General Fund and TIF Fund – any  
22 decrease in expenditures will decrease the transfer from the General Fund
- 23 • Increase cost in credit card processing
- 24 • Increase cost for fuel purchases for resale
- 25 • Capital purchases – operations radio and power boxes in the amount of \$7,000
- 26 • Splash Park Salaries have been reduced.
- 27 • Increase in Wooton Park Maintenance – includes increases maintenance such as  
28 landscaping and palm pruning

29  
30 Mr. Drury said the next budget sessions are in September.  
31

32 ADJOURNMENT  
33

34 There was no further business and the meeting was adjourned at 7:23 p.m.  
35

36 Respectfully submitted,

37   
38

39 Susie Novack  
40 Susie Novack, MMC, Deputy City Clerk

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 2**

**SUBJECT TITLE: Recognition of Owner of Rcar for Transportation Assistance**

---

**OBJECTIVE:**

The Parks and Recreation Department will make a presentation to Ryan Veraghen of the Rcar business in Tavares for its assistance with transportation during the summer camp program.

**SUMMARY:**

The Rcar Owners provided their van at no cost to the city to transport the summer camp participants on field trips this past summer and on behalf of the City, staff would like to recognize their generosity.

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

N/A

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 3**

**SUBJECT TITLE: Recognition to Councilmember Hope**

---

**OBJECTIVE:**

The Mayor will present a Certificate of Completion to Councilmember Norman Hope for his participation in the 2012 Institute for Elected Officials.

**SUMMARY:**

Councilmember Hope recently attended the Institute for Elected Officials. This three day program provides training and education on Florida laws and other information for elected officials and is sponsored by the Florida League of Cities.

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

N/A



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301 South Bronough Street, Suite 300 ♦ Post Office Box 1757 ♦ Tallahassee, FL 32302-1757  
(850) 222-9684 ♦ Fax (850) 222-3806 ♦ Web site: [www.flcities.com](http://www.flcities.com)

July 17, 2012

Ms. Nancy Barnett  
City Clerk, City of Tavares  
201 E. Main Street  
Tavares, FL 32778

Dear Ms. Barnett:

Enclosed is a Certificate or Certificates of Completion to be awarded to the elected officials of the City of Tavares for completion of the 2012 Institute for Elected Municipal Officials held June 22-24 in Tampa, Florida.

We ask that the Certificate be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (850) 701-3619.

Sincerely,

Gail Dennard  
Membership Development  
Florida League of Cities

Enclosure

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 4**

**SUBJECT TITLE: Approval to execute Amendment No. 2 for the State Revolving Fund Loan WW350910 for Reclaimed Water Facility Construction Phase 1, Changing the Repayment Date**

---

**OBJECTIVE:**

To authorize staff to execute Amendment Number 2 extending the period of capitalization/repayment dates for the State Revolving Fund (SRF) Reclaim Loan Phase 1, No. WW350910 with Florida Department of Environmental Protection (FDEP)

**SUMMARY:**

On January 21, 2009, the City Council approved Resolution 2009-01 which provided authorization for application to FDEP for the City of Tavares Water Reclamation Project. This request included all phases of the project estimated at \$16,541,549.

On March 4, 2009, the City Council authorized an SRF Pre-construction Loan with FDEP pre-construction activities in the amount of \$1,027,466. The pre-construction loan provided funding for design and planning activities for the reclaim project.

On January 5, 2011, the City Council approved Resolution 2011-02 which authorized application to FDEP for loan funding of Phase 1 construction activities for the project which includes reclaim water mains and a ground storage tank.

On January 16, 2011, the City issued Bid Number ITB-2011-0009-0-211/JR for Phase 1 of the reclaim project.

On May 18, 2011, the City Council awarded Bid Number ITB-2011-0009-0-211/JR to E.T. McKenzie.

On October 20, 2011, FDEP amended the SRF Reclaim Loan, Phase 1, No. WW350910, decreasing the amount of the loan by \$1,699,850 due to the actual award to E.T. McKenzie.

The attached amendment reschedules the loan period to allow for completion of the project construction, and thus revises the audit provisions and monitoring schedule needed for construction completion and oversight.

Amendment No. 2 changes the first monthly loan deposit from September 15, 2012 to April 15, 2013 which follows the completion of the construction period.

**OPTIONS:**

1. **Move to Authorize** the City Administrator to execute Amendment Number 2 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350910)

for Phase 1 of the Water Reclamation Project which extends the repayment date of the loan to for completion of the construction of the project before the first debt service payment is required.

2. **Do Not Move to Authorize** the City Administrator to execute Amendment Number 2 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350910) for Phase 1 of the Water Reclamation Project which extends the repayment date of the loan to allow for completion of the construction of the project before the first debt service payment is required.

**STAFF RECOMMENDATION:**

**Move to Authorize** the City Administrator to execute Amendment Number 2 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350910) for Phase 1 of the Water Reclamation Project which extends the repayment date of the loan to for completion of the construction of the project before the first debt service payment is required.

**FISCAL IMPACT:**

Changes the repayment schedule for the loan

**LEGAL SUFFICIENCY:**

The City Attorney and Bond Counsel have reviewed the loan documents for legal sufficiency.

**STATE REVOLVING FUND  
AMENDMENT 2 TO LOAN AGREEMENT WW350910  
CITY OF TAVARES**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF TAVARES, FLORIDA, existing as a local government agency (Local Borrower) under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a State Revolving Fund Loan Agreement, Number WW350910, as amend; and

WHEREAS, Loan repayment activities need rescheduling to give the Local Borrower additional time to complete construction; and

WHEREAS, revised provisions for audit and monitoring are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 2.04(3)(a)(i) is hereby deleted and replaced as follows:

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Trustee beginning on April 15, 2013, and semiannually thereafter on October 15 and April 15 of each year until all amounts due under the Agreement have been fully paid.

3. The items scheduled under Subsections 10.07 (1), (2), (3), and (4) of the Agreement are rescheduled as follows:

(1) Completion of Project construction is scheduled for October 15, 2012.

(2) The Loan Debt Service Account will be established and Monthly Loan Deposits will begin no later than October 15, 2012.

(3) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than January 15, 2013. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Repayment is made.

(4) The first Semiannual Loan Payment in the amount of \$102,430 shall be due April 15, 2013.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

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**AGENDA SUMMARY**  
**TAVARES CITY COUNCIL**  
**DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 5**

**SUBJECT TITLE: Public Hearing to Adopt Resolution 2012-11 Adopting the Tentative Millage Rate for FY 2013**

---

**OBJECTIVE:**

To receive public input and consider the approval of Resolution 2012-11 to adopt the Tentative Millage Rate for Fiscal Year 2013

**SUMMARY:**

The Tentative Millage Rate for the General Fund is proposed at 5.985 mills which is a 13.13% decrease over the Current FY 2012 Millage rate of 6.89 mills. The Tentative Millage Rate for Voted Debt Service is .4612 mills. The Tentative Millage is based on the following assumptions and details:

- Ad valorem millage rate of 5.895 mills is 18.785% less than the rollback rate of 7.3694 mills and 13.13% less than the current millage rate of 6.89 mills.
- An assessed taxable property value of \$589,146,145 which is a decrease of 5.63% from the prior year.
- A Fire Assessment at 100% of assessed costs effective October 1, 2012 to cover Fire Services reflecting an estimated residential rate of \$12.75 per month, and estimated tiered rates for commercial and industrial businesses (see attached).
- A balanced Tentative Budget of \$12,567,462.
- FRS employer contributions are budgeted at blended rates as rate increases are effective July 1, 2013 (5.435% Regular Class-1.9% inc & 6.26% Senior Management Class-25% dec).
- Staffing level decreases – Library Assistant, Library Page
- Increase Fire Services by two entry level Firefighters
- The Fire Pension contribution rate is budgeted at 20.89%
- The Police Pension contribution rate is budgeted at to 20%.
- Transfer of the Police Communication Center to the Lake County Sheriff effective April 2013
- Health insurance is budgeted at an overall increase of 10% over prior year and reflects a negotiated package for single and family coverage, life, short and long term disability.
- A workers' compensation rate increase of 5%.
- A general liability rate increase of 9.9%.
- An employee cost of living increase deferred until January 1, 2013.

- The Tentative Budget funds only operational costs critical to the service delivery mission.
- The Tentative Budget maintains a similar level of service.
- The Tentative Budget includes a one- time contribution from the Self Insurance Fund of \$250,000 due to the closing of the Self Insurance Fund.
- Debt Service for the Wooton Park Expansion Project – Voted Debt Service
- The Tentative Budget includes \$121,521 in un-appropriated revenues which will increase fund balance reserves to 11.3% of the Tentative Budget or \$1,420,123.
- The Tentative Budget maintains an estimated reserve balance of \$1,420,123 or 11.3% of the Tentative Budget.. *(Assumes all revenue budgeted in FY 2012 will be received.)*

Previously the City Council discussed the proposed Fiscal Year 2013 Budget at the following public meetings:

- April 4<sup>th</sup> – City Council Meeting – City Council set broad budget goals
- April 25<sup>th</sup> – City Council Meeting - Council Discussion on Fire Assessment
- July 18<sup>th</sup> – Draft Budget Presentation to City Council
- July 25<sup>th</sup> - City Council Budget Workshop to Set Maximum Millage for TRIM Notice and Fire Assessment
- August 1<sup>st</sup> – City Council Budget Workshop
- August 15<sup>st</sup> – City Council Budget Workshop

A Tentative Budget has been prepared for the City Council based on discussions at the previous City Council Budget Workshops and the Proposed Budget presented on July 25, 2012.

Detail changes made to the FY 2013 DRAFT Budget for the General Fund to arrive at the Tentative Budget are shown below:

<b>Draft Budget - July 2012</b>		<b>12,678,983</b>
<b>Reduce Transfers to Seaplane Base Fund</b>		<b>(93,303)</b>
Additional Fuel Revenue	(10,000)	
Splash Park Salaries	(32,101)	
Adjust Health Ins	(2,170)	
Adjust Gen Liab Ins	968	
Remove Water Taxi Inspections	(50,000)	
<b>Reduce Transfers to Pavilion Fund</b>		<b>(74,692)</b>
Reduce Pavilion Budget to \$50,000	(74,692)	
<b>Add Election Expense for Council Seat Referendum</b>		<b>1,800</b>
Recreation Programs		10,000
Library Entrance Carpet		10,000
Reduce Todd Way		(15,000)
Rail Road Landscaping on Ruby Street		25,000
Ruby Street Sidewalks		25,000
Central Florida Veteran's Memorial Park		1,180
Golden Triangle Business Opportunity Center		14,400
Adjust Health Ins		(33,392)
General Liability - Final		16,424
Over-time correction		998
FICA Correction		1
Workers' Comp Correction		63
<b>Total Adjusted General Fund FY 2013 Tentative Budget</b>		<b>12,567,462</b>

The Tentative Budget is balanced at \$12,567,462 and reflects a Tentative Millage Rate of 5.985 mills with a Fire Assessment at 100% of the assessable Fire budget to fund fire services.

**OPTIONS:**

1. Take Public input and approve the Tentative Millage for Fiscal Year 2013 as reflected in Resolution 2012-11.
2. Take Public input and approve the Tentative Millage for Fiscal Year 2013 as reflected in Resolution Number 2012-11 and to reflect additional revisions to the Tentative Budget.

**STAFF RECOMMENDATION:**

Take public input and move to approve the Tentative Millage for Fiscal Year 2013 as reflected in Resolution No. 2012-11.

**FISCAL IMPACT:** At this point all budgets are balanced assuming a Tentative Millage Rate of 5.985, a Tentative Voted Debt Service Millage of .4612, and a 100% Fire Assessment. Changes will require revisions to the Tentative Budget.

**ASSESSMENT RATES TO FUND \$2,250,846  
NET REVENUE = \$1,569,134**

<b>RESIDENTIAL PROPERTY USE CATEGORIES</b>	<b>Rate Per Dwelling Unit</b>
Residential Dwelling Unit	\$153

<b>NON-RESIDENTIAL PROPERTY USE CATEGORIES</b>	<b>Building Classification (in square foot ranges)</b>	<b>Commercial</b>	<b>Industrial/Warehouse</b>	<b>Institutional</b>
	100 - 1,999	\$344	\$71	\$647
	2,000 - 4,499	\$687	\$142	\$1,293
	4,500 - 7,999	\$1,545	\$318	\$2,908
	8,000 - 12,399	\$2,746	\$565	\$5,169
	12,400 - 17,799	\$4,256	\$876	\$8,012
	17,800 - 24,199	\$6,109	\$1,257	\$11,500
	24,200 - 31,699	\$8,306	\$1,709	\$15,635
	31,700 - 39,999	\$10,880	\$2,239	\$20,480
	40,000 - 49,399	\$13,729	\$2,825	\$25,843
	49,400 - 59,799	\$16,955	\$3,488	\$31,916
	> 59,799	\$20,524	\$4,223	\$38,634

<b>Assessable Budget</b>	<b>\$2,250,846</b>
Buy-down Institutional, Tax-Exempt	\$135,314
Buy-down Percent of Budget	6.01%
Buy-down Government	\$546,398
Buy-down Percent of Budget	24.28%
<b>Net Revenue to be Generated</b>	<b>\$1,569,134</b>

RESOLUTION 2012- 11

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 5.985 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2012-2013; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS LESS THAN THE "ROLLED-BACK" RATE.

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

**WHEREAS**, the City of Tavares of Lake County, Florida on September 5, 2012, adopted the 2012-2013 Fiscal Year Tentative Millage Rate following a public hearing as required by Florida Statute 200.065.

**WHEREAS**, the City of Tavares of Lake County, Florida, following due public notice as required by law, held a second public hearing on September 19, 2012, as required by Florida Statute 200.065 on the 2012-2013 Millage Rate; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as \$589,146,165.

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

1. The City of Tavares Fiscal Year 2012-2013 operating millage rate to be levied is hereby set at 5.985 mills, which millage rate is less than the rolled back rate of 7.3694 by 18.785%.
2. The voted debt service millage is .4612.
3. This Resolution will take effect immediately upon its adoption.

**PASSED AND RESOLVED** this 19st day of September 2012, by the City Council of the City of Tavares, Florida. Time Adopted:\_\_\_\_\_.

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

ATTEST:

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

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

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 6**

**SUBJECT TITLE: Public Hearing to Adopt Resolution 2012-12 Adopting  
the Tentative Budget for FY 2013**

---

**OBJECTIVE:**

To receive public input and consider the approval of Resolution 2012-12 to adopt the Tentative Budget for Fiscal Year 2013

**SUMMARY:**

The Tentative Budget for the General Fund is balanced at \$12,567,462, and is based on the following assumptions and details:

- Ad valorem millage rate of 5.895 mills is 18.785% less than the rollback rate of 7.3694 mills, and 13.13% less than the current millage rate of 6.89 mills.
- An assessed taxable property value of \$589,146,145 which is a decrease of 5.63% from the prior year.
- A Fire Assessment at 100% of assessed costs effective October 1, 2012 to cover Fire Services reflecting an estimated residential rate of \$12.75 per month, and estimated tiered rates for commercial and industrial businesses (see attached).
- A balanced Tentative Budget of \$12,567,462.
- FRS employer contributions are budgeted at blended rates as rate increases are effective July 1, 2013 (*5.435% Regular Class-1.9% inc & 6.26% Senior Management Class-25% dec*).
- Staffing level decreases – Library Assistant, Library Page
- Increase Fire Services by two entry level Firefighters
- The Fire Pension contribution rate is budgeted at 20.89%
- The Police Pension contribution rate is budgeted at to 20%.
- Transfer of the Police Communication Center to the Lake County Sheriff effective April 2013
- Health insurance is budgeted at an overall increase of 10% over prior year and reflects a negotiated package for single and family coverage, life, short and long term disability.
- A workers' compensation rate increase of 5%.
- A general liability rate increase of 9.9%.
- An employee cost of living increase deferred until January 1, 2013.

- The Tentative Budget funds only operational costs critical to the service delivery mission.
- The Tentative Budget maintains a similar level of service.
- The Tentative Budget includes a one- time contribution from the Self Insurance Fund of \$250,000 due to the closing of the Self Insurance Fund.
- Debt Service for the Wooton Park Expansion Project – Voted Debt Service
- The Tentative Budget includes \$121,521 in un-appropriated revenues which will increase fund balance reserves to 11.3% of the Tentative Budget or \$1,420,123.
- The Tentative Budget maintains an estimated reserve balance of \$1,420,123 or 11.3% of the Tentative Budget.. *(Assumes all revenue budgeted in FY 2012 will be received.)*

Previously the City Council discussed the proposed Fiscal Year 2013 Budget at the following public meetings:

- April 4<sup>th</sup> – City Council Meeting – City Council set broad budget goals
- April 25<sup>th</sup> – City Council Meeting - Council Discussion on Fire Assessment
- July 18<sup>th</sup> – Draft Budget Presentation to City Council
- July 25<sup>th</sup> - City Council Budget Workshop to Set Maximum Millage for TRIM Notice and Fire Assessment
- August 1<sup>st</sup> – City Council Budget Workshop
- August 15<sup>st</sup> – City Council Budget Workshop

A Tentative Budget has been prepared for the City Council based on discussions at the previous City Council Budget Workshops and the Proposed Budget presented on July 25, 2012.

The following table provides a brief overview of changes made to the General Fund and the Enterprise funds to arrive at the Tentative Budget.

FUND NAME	NUMBER	DRAFT BUDGET	TENTATIVE BUDGET	CHANGE
GENERAL	001	12,678,983	12,567,462	(111,521)
WATER/SEWER	401	6,906,949	7,191,957	285,008
SOLID WASTE	402	2,465,675	2,465,675	-
STORMWATER <sup>1</sup>	403	560,106	566,534	6,428
SEAPLANE BASE	405	772,995	689,692	(83,303)
PAVILION	406	124,692	50,000	(74,692)
<b>TOTAL</b>		<b>23,509,400</b>	<b>23,531,320</b>	<b>21,920</b>

<sup>1</sup> Stormwater Fund includes \$1.00 increase per ERU. \$4.50 to \$5.50

Detail changes made to the FY 2013 DRAFT Budget for the General Fund, Water/Wastewater Fund, Solid Waste Fund, Stormwater Fund, Seaplane Base

Fund and the Pavilion Fund to arrive at the Tentative Budget is shown on the following pages.

<b>Draft Budget - July 2012</b>		<b>12,678,983</b>
<b>Reduce Transfers to Seaplane Base Fund</b>		<b>(93,303)</b>
Additional Fuel Revenue	(10,000)	
Splash Park Salaries	(32,101)	
Adjust Health Ins	(2,170)	
Adjust Gen Liab Ins	968	
Remove Water Taxi Inspections	(50,000)	
<b>Reduce Transfers to Pavilion Fund</b>		<b>(74,692)</b>
Reduce Pavilion Budget to \$50,000	(74,692)	
<b>Add Election Expense for Council Seat Referendum</b>		<b>1,800</b>
<b>Recreation Programs</b>		<b>10,000</b>
<b>Library Entrance Carpet</b>		<b>10,000</b>
<b>Reduce Todd Way</b>		<b>(15,000)</b>
<b>Rail Road Landscaping on Ruby Street</b>		<b>25,000</b>
<b>Ruby Street Sidewalks</b>		<b>25,000</b>
<b>Central Florida Veteran's Memorial Park</b>		<b>1,180</b>
<b>Golden Triangle Business Opportunity Center</b>		<b>14,400</b>
<b>Adjust Health Ins</b>		<b>(33,392)</b>
<b>General Liability - Final</b>		<b>16,424</b>
<b>Over-time correction</b>		<b>998</b>
<b>FICA Correction</b>		<b>1</b>
<b>Workers' Comp Correction</b>		<b>63</b>
<b>Total Adjusted General Fund FY 2013 Tentative Budget</b>		<b>12,567,462</b>

### WATER/WASTEWATER - FY 2013 TENTATIVE BUDGET

<b>Draft Budget - July 2012</b>	<b>6,906,949</b>
Regulatory Compliance - Wastewater Plan	55,000
Digital Scanning	5,000
Emergency Repairs for Wastewater - Pumps etc.	15,000
Emergency Repairs - Contractual Services	10,000
Health Insurance - Final Adjustment	(798)
General Liability - Final	7,806
Debt Service for 2000 Bonds - Principal for 10-1-2013	193,000
<b>Total Adjusted Water/Wastewater Fund FY 2013 Tentative Bud</b>	<b>7,191,957</b>

## STORMWATER

<b>Draft Budget - July 2012</b>	<b>560,106</b>
Truck Tool Box	7,000
Health Insurance - Final Adjustment	(1,020)
General Liability - Final	448
<b>Total Adjusted Stormwater Fund FY 2013 Tentative Budget</b>	<b>566,534</b>

## SEAPLANE BASE

<b>Draft Budget - July 2012</b>	<b>772,995</b>
Water Taxi Inspections	(50,000)
Splash Park Salaries, FICA, WC, etc.	(32,101)
Health Insurance - Final Adjustment	(2,170)
General Liability - Final	968
<b>Total Adjusted Seaplane Base Fund FY 2013 Tentative Budget</b>	<b>689,692</b>

## PAVILION

<b>Draft Budget - July 2012</b>	<b>124,692</b>
Salaries & Benefits	(24,187)
Overtime	(9,683)
FICA	(2,591)
Retirement Contributions	(1,315)
Health Ins	(27,678)
Workers' Comp	(1,636)
Travel & Per Diem	(325)
Communication & Freight	(750)
Utilities	(3,834)
Other Current Charges	(375)
Office Supplies	(25)
Operating Supplies	307
Books, Pubs & Subs	(100)
Machinery & Equipment	(2,500)
<b>Total Adjusted Pavilion Fund FY 2013 Tentative Budget</b>	<b>50,000</b>

**OPTIONS:**

1. Take Public input and approve the Tentative Budget for Fiscal Year 2013 as reflected in Resolution 2012-12.
2. Take Public input and approve the Tentative Budget for Fiscal Year 2013 as reflected in Resolution Number 2012-12 and to reflect additional revisions to the Tentative Budget.

**STAFF RECOMMENDATION:**

Take public input and move to approve the Tentative Budget for Fiscal Year 2013 as reflected in Resolution No. 2012-12.

**FISCAL IMPACT:** At this point all budgets are balanced. Changes will require revisions to the Tentative Budget.

**ASSESSMENT RATES TO FUND \$2,250,846**  
**NET REVENUE = \$1,569,134**

<b>RESIDENTIAL PROPERTY USE CATEGORIES</b>	<b>Rate Per Dwelling Unit</b>
Residential Dwelling Unit	\$153

<b>NON-RESIDENTIAL PROPERTY USE CATEGORIES</b>	<b>Building Classification (in square foot ranges)</b>	<b>Rate Per Dwelling Unit</b>		
		<b>Commercial</b>	<b>Industrial/Warehouse</b>	<b>Institutional</b>
	100 - 1,999	\$344	\$71	\$647
	2,000 - 4,499	\$687	\$142	\$1,293
	4,500 - 7,999	\$1,545	\$318	\$2,908
	8,000 - 12,399	\$2,746	\$565	\$5,169
	12,400 - 17,799	\$4,256	\$876	\$8,012
	17,800 - 24,199	\$6,109	\$1,257	\$11,500
	24,200 - 31,699	\$8,306	\$1,709	\$15,635
	31,700 - 39,999	\$10,880	\$2,239	\$20,480
	40,000 - 49,399	\$13,729	\$2,825	\$25,843
	49,400 - 59,799	\$16,955	\$3,488	\$31,916
	> 59,799	\$20,524	\$4,223	\$38,634

<b>Assessable Budget</b>	<b>\$2,250,846</b>
Buy-down Institutional, Tax-Exempt	\$135,314
Buy-down Percent of Budget	6.01%
Buy-down Government	\$546,398
Buy-down Percent of Budget	24.28%
<b>Net Revenue to be Generated</b>	<b>\$1,569,134</b>

**RESOLUTION 2012- 12**

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR  
THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL  
YEAR 2012-2013.**

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

WHEREAS, a public hearing on the proposed 2012-2013 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on September 5th 2012, at 5:05 p.m., as required by Florida Statutes 200.065; and

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

WHEREAS, the City Council approved the tentative budget for 2012-2013, and

WHEREAS, a second public hearing on the proposed 2012-2013 budget was held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on September 19, 2012, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2012-2013 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of \$29,782,821, at public hearing this 15th day of September, 2012.

Fund Name	Fund Number	Estimated Revenues <sup>1</sup>	Reserve Appropriations or (Non-Appropriated Revenues) <sup>2</sup>	Estimated Appropriations <sup>3</sup>
General Fund	001	\$ 12,688,983	\$ (121,521)	\$ 12,567,462
Water/Wastewater Utility	401	7,318,425	(126,468)	7,191,957
Water/Wastewater Impacts	441	-	950,000	950,000
WWW RR&I Fund	443	300,000	(244,600)	55,400
SRF Construction Fund	444	-	-	-
WWW SRF Loan	445	1,202,173	-	1,202,173
Solid Waste	402	2,465,675	-	2,465,675
Stormwater	403	657,980	(91,446)	566,534
Seaplane Base Fund	405	689,692	-	689,692
Pavilion Fund	406	50,000	-	50,000
Police Education	102	2,025	(525)	1,500
Police Automation	103	-	-	-
Community Redevelopment	105	148,845	7,731	156,576
Police Impacts	110	-	110,000	110,000
Fire Impacts	111	-	-	-
Forfeiture Fund	112	-	-	-
Park Impacts	114	-	-	-
Fire Assessment Fund	122	1,569,134	-	1,569,134
Infrastructure Sales Tax	150	1,175,410	24,948	1,200,358
Grant Fund	151	-	-	-
Debt Service Fund	201	384,093	-	384,093
Capital Project Fund	301	-	-	-
Dental Insurance Fund	501	-	250,000	250,000
Municipal Police Pension	601	682,049	(498,819)	183,230
Firefighter's Pension	602	1,465,894	(1,277,312)	188,582
Mildred Hunter Trust	605	181	-	181
Woodlea Park Playground Trust	606	274	-	274
		<u>\$ 30,800,833</u>	<u>\$ (1,018,012)</u>	<u>\$ 29,782,821</u>

<sup>1</sup> Estimated Revenues = anticipated revenue collections

<sup>2</sup> Negative Reserve Appropriations assumes unappropriated revenues

<sup>3</sup> Positive Reserve Appropriations assumes spending an amount of reserves.

This resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 19th day of September, 2012, by the City Council of the City of Tavares, Florida. Time Adopted: \_\_\_\_\_ P.M.

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

ATTEST:

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Nancy A. Barnett  
City Clerk

---

Approved as to form:  
Robert Q. Williams  
City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
SEPTEMBER 5, 2012**

**AGENDA TAB NO. 7**

**FIRST READING**

**SUBJECT TITLE: Ordinance 2012-23  
West Ruby Street -Rezoning**

---

**OBJECTIVE:**

To consider the rezoning of a combined total of approximately 1 acre of properties located on the north side of West Ruby Street, between South Lake and Bloxham Avenues from RSF-1 (Residential Single Family) to CD (Commercial Downtown).

**SUMMARY:**

The subject properties consist of five parcels of land located on the north side of West Ruby Street between South Lake and South Bloxham Avenues. The properties have a combined area of approximately 1 acre. The properties are all owned by James Ellrodt. The properties are vacant except for two small, single family rental dwellings on one parcel on South Bloxham Avenue.

The City's adopted Downtown Master Plan encourages commercial and high density residential uses in the downtown core of our city. The owner of this property supports the vision of the Master Plan and he has approached the city requesting that the city rezone these properties. The Commercial Downtown District zoning allows both commercial and high density residential uses. City staff is beginning the task of contacting property owners within our downtown where zoning changes are suggested by the Master Plan.

Any development of these properties will be in accordance with the City's Land Development Regulations. A Future Land Use Map amendment to a Commercial designation is concurrently under consideration.

**OPTIONS:**

No Council action required at First Reading.

**PLANNING & ZONING BOARD RECOMMENDATION:**

The Planning & Zoning Board moved unanimously to recommend approval of Ordinance 2012-23 at its August 16<sup>th</sup> meeting.

**STAFF RECOMMENDATION:**

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2012-23.

**FISCAL IMPACT:** N/A

**LEGAL SUFFICIENCY:**

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

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**ORDINANCE 2012-23**

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING A COMBINED TOTAL OF APPROXIMATELY 1 ACRE OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF WEST RUBY STREET BETWEEN SOUTH LAKE AVENUE AND SOUTH BLOXHAM AVENUE FROM RSF-1 (RESIDENTIAL SINGLE FAMILY) TO CD (COMMERCIAL DOWNTOWN DISTRICT); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of properties described in Exhibit "A" attached hereto, is requesting to rezone said properties from RSF-1 (Single Family Residential) to CD (Commercial Downtown District); and

**WHEREAS**, the city's Downtown Master Plan encourages commercial and high density residential uses in our city core; and

**WHEREAS**, the City of Tavares held duly noticed public hearings before the Planning and Zoning Board and City of Tavares City Council, providing opportunity for individuals to hear and to be heard regarding the proposed amended zoning; and

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

**WHEREAS**, the City is concurrently processing an amendment to the City's Comprehensive Plan to re-designate the property from Residential to Commercial Downtown on the Future Land Use Map 2020; and

**WHEREAS**, the City Council finds this amendment in compliance with the City of Tavares Land Development Regulations and the proposed amended Comprehensive Plan; now therefore

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

1                   **Section 1. Rezoning**

2                   The said property, as legally defined in Exhibit "A", attached hereto and made a part  
3 herewith, is hereby rezoned from RSF-1 (Residential Single Family) to CD (Commercial  
4 Downtown), under the specific provisions as established by the City of Tavares Land  
5 Development Regulations.

6  
7                   **Section 2. Severability.**

8                   Upon a determination by a court of competent jurisdiction that a portion of this ordinance  
9 is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and  
10 effect.

11                   **Section 3. Effective Date.**

12                   This ordinance shall take effect immediately upon its final adoption by the Tavares City  
13 Council.

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15  
16                   **PASSED AND ORDAINED** this \_\_\_\_\_ of \_\_\_\_\_, 2012, by the City Council of the  
17 City of Tavares, Florida.

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20                   \_\_\_\_\_  
21                   Robert Wolfe, Mayor  
22                   Tavares City Council

23                   First Reading: \_\_\_\_\_

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25                   Passed Second Reading: \_\_\_\_\_

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28                   ATTEST:

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30                   \_\_\_\_\_  
31                   Nancy Barnett, City Clerk

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35                   APPROVED AS TO FORM AND LEGALITY:

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

Exhibit A

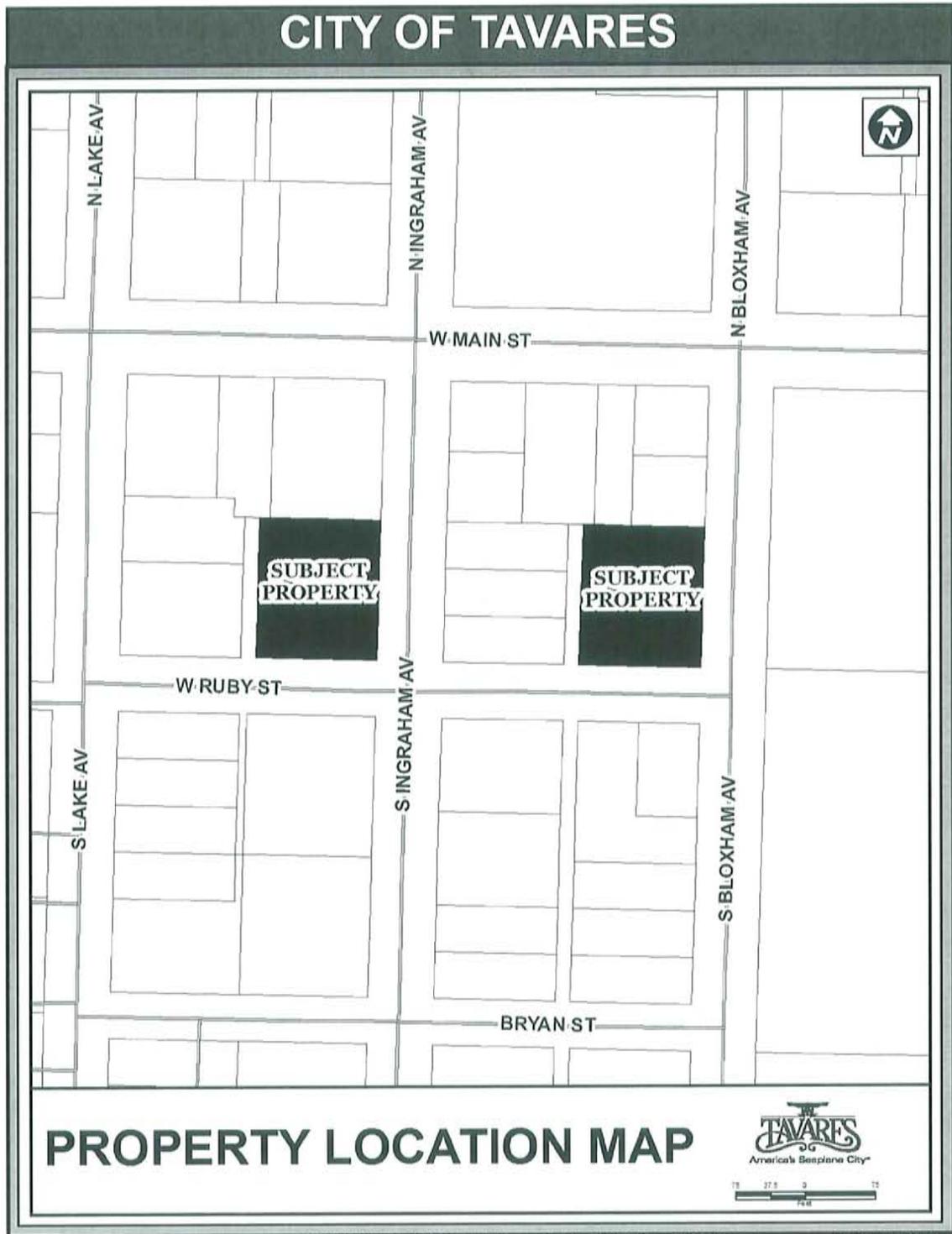
Lots L, M, and N, Block 70, according to the Official Plat of the Town of Tavares, recorded in Plat Book 1, Page 64, of the Public Records of Lake County, Florida.

(For information only: Property Appraiser's Parcel Identification Number is 2919260100-070-00L00 and 2919260100-070-00M00)

**Lot M, less the South three (3) feet thereof, and Lot L, Block 61, Tavares Improvement Subdivision, in the City of Tavares, Florida, according to the plat thereof as recorded in Plat Book 4, Page 39, Public Records of Lake County, Florida.**

The South 3 feet of Lot M, Block 61, according to a map of the Tavares Improvement Company's subdivision of Blocks 44, 45 . . . 60, 61, 62 . . . . .71 and 72, as recorded in Plat Book 4, Page 39 of the public records of Lake County, Florida. Sections 29, T. 19 S., R. 26 E.

Lot N, Block 61, according to the plat of Tavares Improvement Company's Subdivision recorded in Plat Book 4, Page 39, Public Records of Lake County, Florida.

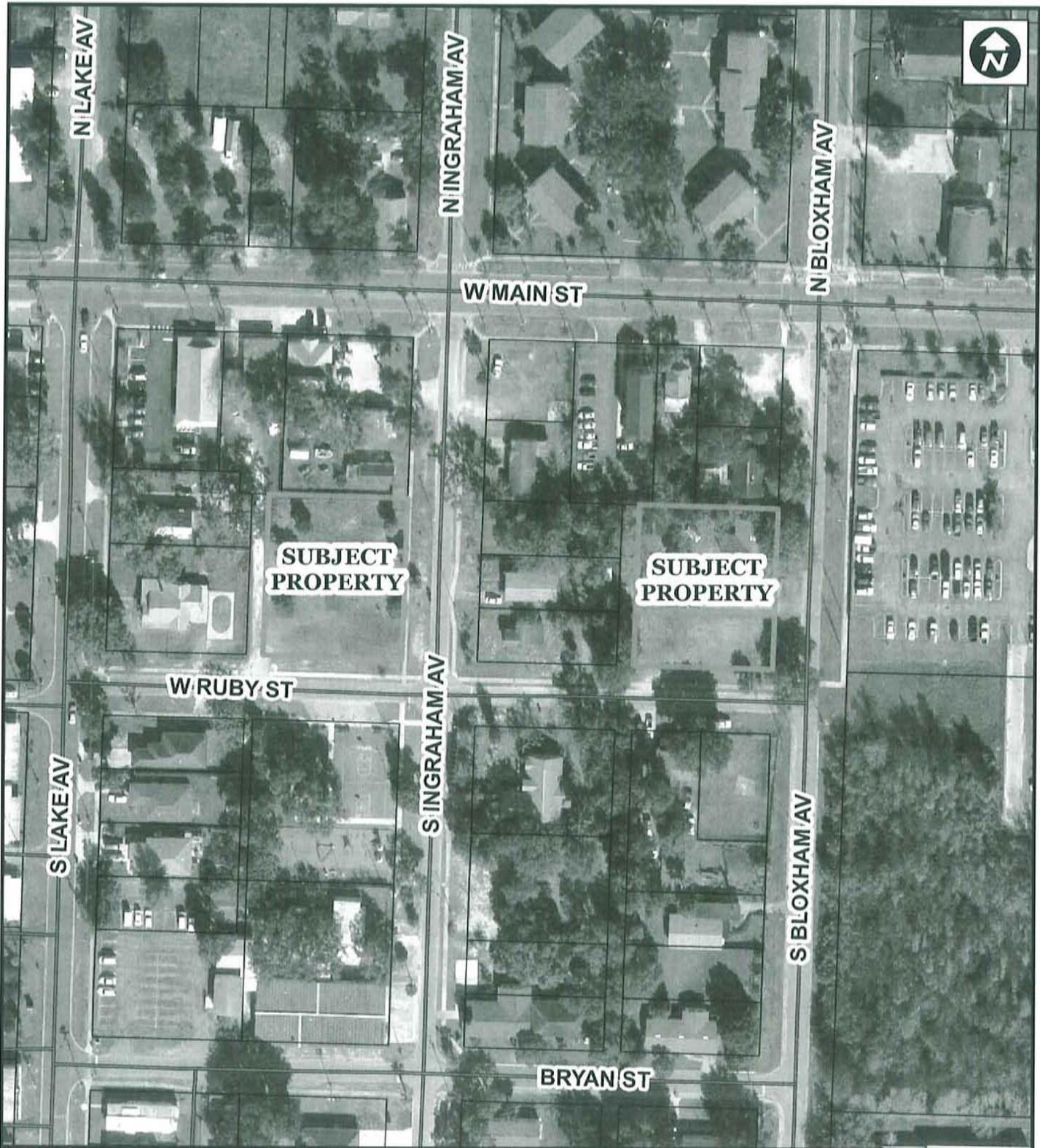


Created By: City of Tavares GIS

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Map Created on 7/24/12

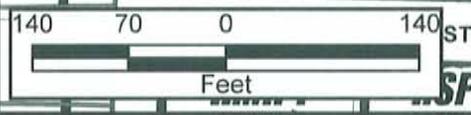
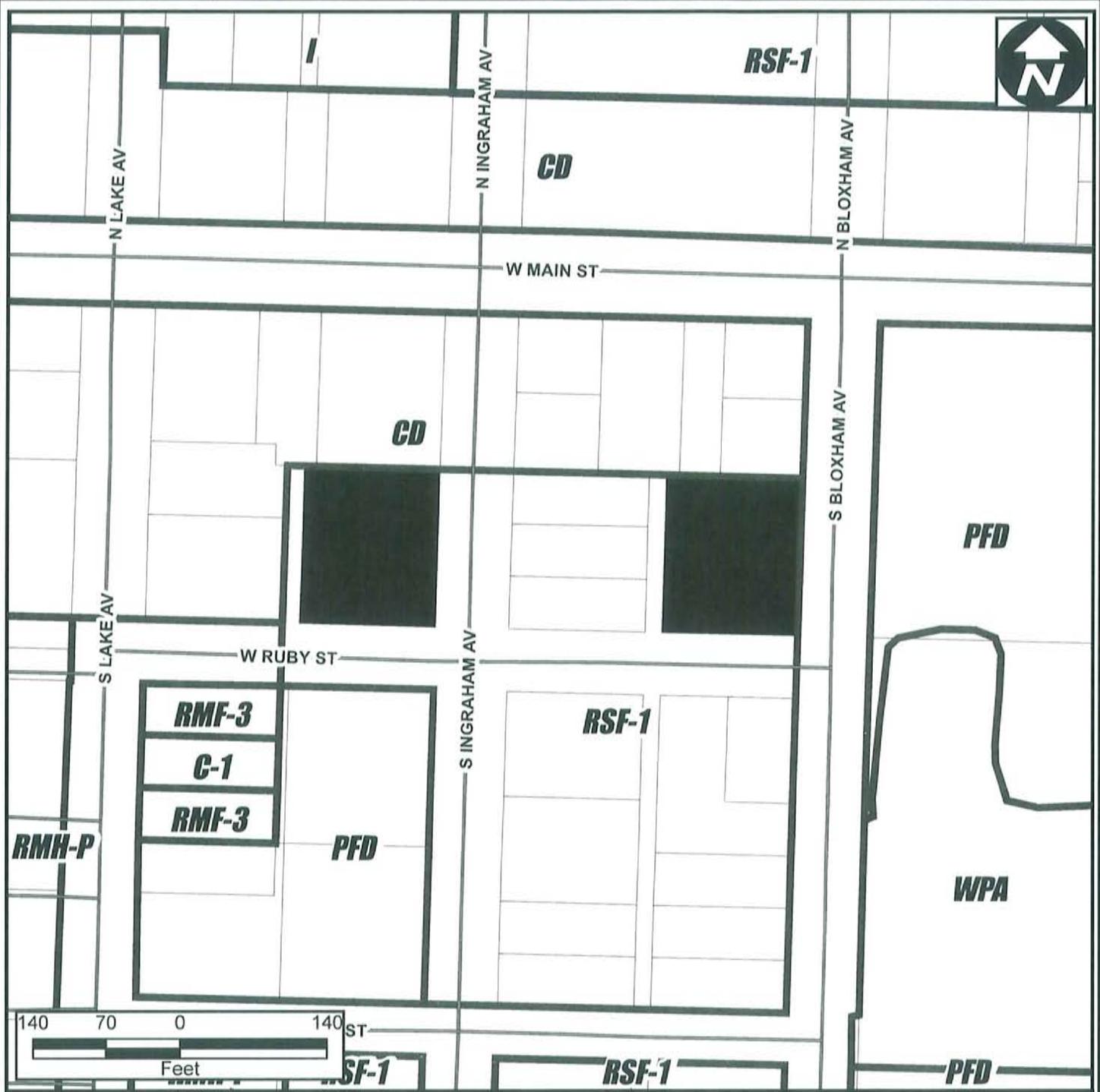
# CITY OF TAVARES



## PROPERTY LOCATION MAP



# CITY OF TAVARES ORDINANCE # 2012-23



- RSF-A Residential Single Family
- RSF-1 Residential Single Family
- RMF-2 Residential Multi-Family
- RMF-3 Residential Multi-Family
- RMH-S Residential Manufactured Home Sub.
- RMH-P Residential Manufactured Home Park
- PD Planned Development District
- MU Mixed Use District
- C-1 General Commercial
- C-2 Highway Commercial
- CD Commercial Downtown District
- I Industrial District
- PFD Public Facilities District



## ZONING MAP

### ORDINANCE # 2012-23

Current Zoning: RSF-1  
Proposed Zoning: CD  
0.90 ± Acres

- #### Legend
- |                  |              |
|------------------|--------------|
| CITY BOUNDARY    | MAJOR ROADS  |
| ZONING           | STREETS      |
| SUBJECT PROPERTY | PARCELS      |
| UNINCORPORATED   | CONSWETLANDS |



**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
SEPTEMBER 5, 2012**

**AGENDA TAB NO. 8**

**FIRST READING**

**SUBJECT TITLE: Ordinance 2012-24  
Small Scale FLUM Amendment- Ellrodt Property  
West Ruby Street**

---

**OBJECTIVE:**

To consider a Future Land Use Map amendment of a combined total of approximately 1 acre of property located on the north side of West Ruby Street, between South Lake and South Bloxham Avenues from Low Density Residential to Commercial Downtown.

**SUMMARY:**

Ordinance 2012-24 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The combined area of the subject property (Parcel Alternate Key Numbers 1686261, 3475623, 1375312, 1375533, and 1375541) is approximately 1 acre in size, located on the north side of West Ruby Street between South Lake and South Bloxham Avenues. An application to rezone these properties to Commercial Downtown is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Low Density Residential to Commercial Downtown.

**Future Land Use Amendment/Compatibility**

These properties are within the city's downtown core. The city's adopted Downtown Master Plan encourages commercial and high density residential uses in the downtown core. These properties are either adjacent or in close proximity to the county's expanded Judicial Center and would be an ideal location for commercial businesses that support this facility.

**Site Conditions**

The properties are vacant except for two small single family rental dwellings on one parcel on South Bloxham Avenue. The owner of these properties supports the vision of the Master Plan and he has approached the city requesting that the city amend the Future Land Use Map. A site plan demonstrating compliance with all city regulations, including applicable state and federal environmental laws, must be approved prior to the issuance of permits for site development.

**Impact on City Services**

Municipal water and sewer is available to these properties. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. It is anticipated that this amendment will not implicate any significant increase on Levels of Service.

## FINDINGS

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

1. A Downtown Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

## OPTIONS:

No Council action required at First Reading.

## PLANNING & ZONING BOARD RECOMMENDATION:

The Planning & Zoning Board moved to recommend approval of Ordinance 2012-24 at its August 16<sup>th</sup> meeting.

## STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2012-24.

## FISCAL IMPACT:

N/A

## LEGAL SUFFICIENCY:

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

## FINDINGS

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

1. A Downtown Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

## OPTIONS:

No Council action required at First Reading.

## PLANNING & ZONING BOARD RECOMMENDATION:

The Planning & Zoning Board moved to recommend approval of Ordinance 2012-24 at its August 16<sup>th</sup> meeting.

## STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2012-24.

## FISCAL IMPACT:

N/A

## LEGAL SUFFICIENCY:

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

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**ORDINANCE 2012-24**

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON A COMBINED TOTAL OF APPROXIMATELY 1 ACRE OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF WEST RUBY STREET BETWEEN SOUTH LAKE AND SOUTH BLOXHAM AVENUES; FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL DOWNTOWN; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of properties described in Exhibit "A" attached hereto, is requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2020 to change the designation of said properties from Low Density Residential to Commercial Downtown; and

**WHEREAS**, the properties consist of less than ten acres; and

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

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

**WHEREAS**, the City desires to encourage commercial and high density residential uses in the downtown core of the City; and

**WHEREAS**, the Commercial Downtown Future Land Use designation facilitates these preferred uses; and

**WHEREAS**, a Commercial Downtown Future Land Use designation is compatible with surrounding future land use designations; and

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



1 **Section 4. Effective Date**

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

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12  
13 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the City Council of  
14 the City of Tavares, Florida.

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17 \_\_\_\_\_  
18 Robert Wolfe, Mayor  
19 Tavares City Council  
20

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22 First Reading: \_\_\_\_\_

23  
24 Second Reading & Final Adoption: \_\_\_\_\_

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27 ATTEST:

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31 Nancy A. Barnett, City Clerk

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33 Approved as to form:

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38 Robert Q. Williams, City Attorney  
39

1  
2 Exhibit A  
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Lots L, M, and N, Block 70, according to the Official Plat of the Town of Tavares, recorded in Plat Book 1, Page 64, of the Public Records of Lake County, Florida.

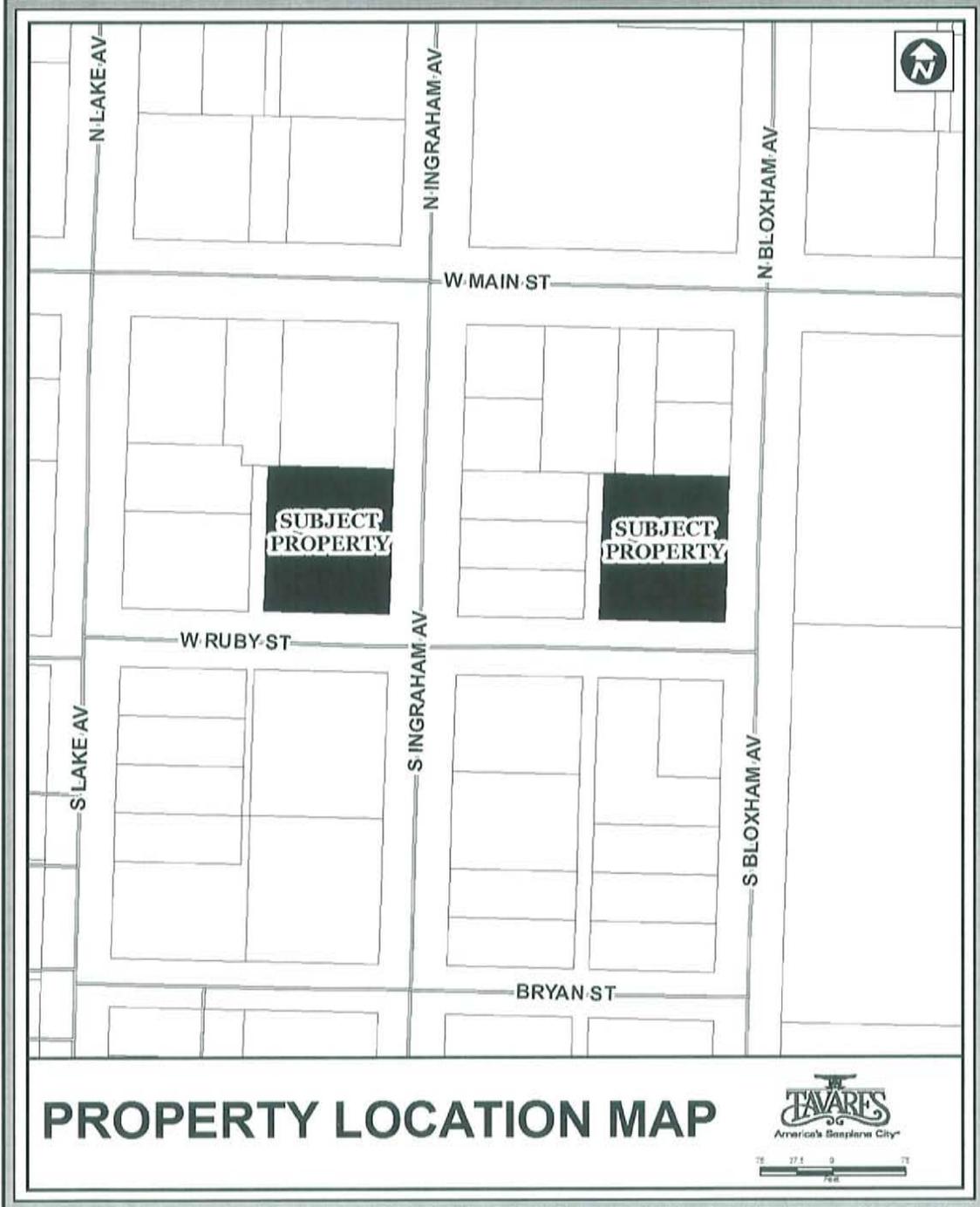
(For information only: Property Appraiser's Parcel Identification Number is 2919260100-070-00L00 and 2919260100-070-00M00)

5  
6 **Lot M, less the South three (3) feet thereof, and Lot L, Block 61, Tavares Improvement Subdivision, in the City of Tavares, Florida, according to the plat thereof as recorded in Plat Book 4, Page 39, Public Records of Lake County, Florida.**

7 The South 3 feet of Lot M, Block 61, according to a map of the Tavares Improvement Company's subdivision of Blocks 44, 45 . . . 60, 61, 62 . . . . . 71 and 72, as recorded in Plat Book 4, Page 39 of the public records of Lake County, Florida. Sections 29, T. 19 S., R. 26 E.

8 Lot N, Block 61, according to the plat of Tavares Improvement Company's Subdivision recorded in Plat Book 4, Page 39, Public Records of Lake County, Florida.

# CITY OF TAVARES



Created By: City of Tavares GIS

F:\PZD\DATA\PROJECT FILES\City Initated Rezoning Ellrodt Property\GIS\GIS\_Maps\AD\_ELLROOT.mxd

Map Created on 7/24/12

1

# CITY OF TAVARES ORDINANCE # 2012-24



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



## FUTURE LAND USE MAP

## ORDINANCE # 2012-24

Current FLU: LOW  
Proposed FLU: CD

0.90 ± Acres

### Legend

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

# Orlando Sentinel

Publication Date: 08/06/2012

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Ad Number: 747191-1

Insertion Number:

Size: 3 x 10.5

Color Type: B&W

Client Name:

Advertiser: City of Tavares

Section/Page/Zone: Lake Zone/D005/LAK

Description: city of Tavares

## THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2012-23 and Ordinance 2012-24 listed as follows:

### ORDINANCE 2012-23

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING A COMBINED TOTAL OF APPROXIMATELY 1 ACRE OF PROPERTIES GENERALLY LOCATED ON THE NORTH SIDE OF WEST RUBY STREET BETWEEN SOUTH LAKE AVENUE AND SOUTH BLOXHAM AVENUE FROM RSF-1 (RESIDENTIAL SINGLE FAMILY) TO CD (COMMERCIAL, DOWNTOWN DISTRICT), SUBJECT TO THE RULES, REGULATIONS AND ORDINANCES ORIGINATED BY THE CITY OF TAVARES COUNCIL, PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2012-24

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON A COMBINED TOTAL OF APPROXIMATELY 1 ACRE OF PROPERTIES GENERALLY LOCATED ON THE NORTH SIDE OF WEST RUBY STREET BETWEEN SOUTH LAKE AND SOUTH BLOXHAM AVENUES, FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL DOWNTOWN, PROVIDING FOR SEVERABILITY AND CONFLICTS, PROVIDING FOR TRANSMITTAL, AND PROVIDING FOR AN EFFECTIVE DATE.



- Proposed Ordinance 2012-23 and Ordinance 2012-24 will be considered at the following public meetings:
- Tavares Planning & Zoning Board meeting on August 18, 2012 at 3 p.m. and
  - Tavares City Council meeting on September 5, 2012 at 4 p.m. (Introduction and First Reading by the City).
  - Tavares City Council meeting on September 19, 2012 at 4 p.m. (Second Reading).
- All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2012-23 and Ordinance 2012-24 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department, City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing. If you are hearing or voice impaired, call (352) 742-8433.

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

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## senior DAY

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TUES, AUGUST 7  
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15% OFF home and shoes  
\*See store for details in store only

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### 15% OFF

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15% off home & shoes

30-50% off

Mens & partial mens sportswear  
From Top New Streetwear, Chocabe,  
No New Streetwear, Weekend, Aired  
Duckies, Kim Rogers & Ruby Rd.  
Orig. 22.00-82.00 Sale: 15.40-59.40  
\*See store for details in store only.

30% off

ENTIRE STOCK Trunk Lymph®  
Rugs, Rts, No New Streetwear,  
Kim Rogers®, Red Carpet and  
Via Napoli® Jewelry  
Orig. 8.00-64.00 Sale \$5.60-45.60  
\*See store for details in store only.

40% off

ENTIRE STOCK  
J. Crew®  
& Next® Casual  
Apparel  
Orig. 14.00-48.00  
Sale \$ 8.40-28.80

red dot clearance

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30% off

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POWERED BY XCEL FOR ACCELERATED ACCEPTANCE



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<p><b>SIEMENS CUSTOM C.I.C.</b> (completely in the canal) Starting at \$</p>	<p><b>SIEMENS OPEN-FIT BTE</b> Starting at \$</p>

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**EUSTIS**  
**483-HEAR (4327)**  
2755 S. Bay St. Suite F  
The City Supply District

**CLERMONT**  
**243-HEAR (4327)**  
221 N. US Hwy 27, Suite H  
(Across from the Ocala Tower)

Alan Boone, HARS, DC-HRS  
President & Wife Linda

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Mon. - Fri. 9am to 4pm, Sat. by appointment

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
SEPTEMBER 5, 2012**

**AGENDA TAB NO. 9**

**FIRST READING**

**SUBJECT TITLE: Ordinance 2012-28  
Amendment to Code of Ordinances  
Extension of Hours for Outside Entertainment**

---

**OBJECTIVE:**

To consider an amendment to the Code of Ordinances that would extend the hours for music and entertainment within the City's Downtown Waterfront Entertainment District.

**SUMMARY:**

At the August 15<sup>th</sup> Council meeting, City Council instructed staff to draft a proposed ordinance that would extend the hours for music and entertainment within the Downtown Waterfront Entertainment District to 11:00 P.M. on Monday and Tuesday nights and until midnight on all other evenings of the week.

The City's Code of Ordinances provides an exemption from the City's noise regulations in the Downtown Waterfront Entertainment District within specified times. The proposed ordinance, Ordinance 2012-28, amends the hours of exemption to coincide with Council's August 15<sup>th</sup> direction to staff.

**OPTIONS:**

No Council action required at First Reading.

**STAFF RECOMMENDATION:**

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2012-28.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

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

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ORDINANCE 2012-28

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 10.5, ARTICLE XI, REGULATIONS FOR THE DOWNTOWN ENTERTAINMENT DISTRICT, BY AMENDING SECTION 10.5-504, HOURS FOR MUSIC AND ENTERTAINMENT BY EXTENDING THE HOURS FOR OUTDOOR ENTERTAINMENT; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on September 2, 2009 the City Council of Tavares approved Ordinance 2009-28, an ordinance that amended the City's Code of Ordinance by establishing a Downtown Waterfront Entertainment District with the following characteristics:

*"A waterfront entertainment district providing a venue for festivals, shops, restaurants, the arts and cultural amenities that will firmly establish Downtown Tavares as a regional destination."*; and

**WHEREAS**, the City of Tavares, also through this same ordinance, specified regulations to govern activities within the Downtown Waterfront Entertainment District; and

**WHEREAS**, these regulations provided outdoor music and entertainment an exemption from the City's Public Noise Nuisance Code during certain specified hours; and

**WHEREAS**, business owners within the Downtown Waterfront Entertainment District have requested that the city extend the hours of this exemption; and

**WHEREAS**, the Tavares City Council has determined that extending these hours of exemption is appropriate and consistent with the desired characteristics sought with the establishment of the Downtown Waterfront Entertainment District, and

**WHEREAS**, the City of Tavares has proposed these changes and has determined that it is appropriate and in accordance with protecting the health, safety and welfare of the community; therefore;

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

2  
3 **Section 1. Text Amendment to the City of Tavares Code of Ordinances.**

4  
5 That Chapter 10.5, Article XI, Section 10.5-504, Hours for music and entertainment is  
6 amended as follows:

7  
8 **Section 10.5-504 Hours for Music and Entertainment.**

9  
10 Music, singing and other forms of entertainment whether amplified or not, shall be  
11 permitted indoors at any time during business hours of any facility or business enterprise  
12 within the district, and in addition music, singing and entertainment shall be permitted  
13 outdoors within the district, however, such outdoor music, singing and entertainment shall  
14 not be permitted later than the hours of ~~10:00 p.m. Sunday through Wednesday~~ 11:00 p.m.  
15 on Monday and Tuesday and midnight on Wednesday, Thursday, Friday, Saturday, Sunday  
16 and legal holidays as provided by state law (including St. Patrick's Day). Entertainment  
17 provided in compliance with this section shall not be considered a Public Noise Nuisance as  
18 defined in Chapter 12 of the City's Land Development Regulations.

19  
20 **Section 2. Severability and Conflicts**

21  
22 The provisions of this ordinance are severable and it is the intention of the City Council of  
23 Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of  
24 competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the  
25 decision of such court shall not impair any remaining provisions of this ordinance.

26  
27 **Section 3. Effective Date**

28  
29 This Ordinance shall take effect immediately upon its final adoption by the Tavares City  
30 Council.

31  
32 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the City Council of  
33 the City of Tavares, Florida.

34  
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37 \_\_\_\_\_  
38 Robert Wolfe, Mayor  
39 Tavares City Council

40 First Reading: \_\_\_\_\_

41 Passed Second Reading: \_\_\_\_\_

42  
43 ATTEST:

44  
45 \_\_\_\_\_  
46 Nancy A. Barnett, City Clerk

47  
48 Approved as to form:

49  
50 \_\_\_\_\_  
51 Robert Q. Williams, City Attorney

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 10**

**SUBJECT TITLE: Appointment of Planning & Zoning Board Member**

---

**OBJECTIVE:**

The Mayor will make an appointment to the Planning & Zoning Board for Council ratification to fill an unexpired term.

**SUMMARY:**

The Mayor has received a letter of resignation from James Gardner from the Planning & Zoning Board. Two applications have been received:

Howard Haynes  
Morris Osborn

The appointment would be for the remainder of Mr. Gardner's term which goes to 2014.

**OPTIONS:**

n/a

**STAFF RECOMMENDATION:**

n/a

**FISCAL IMPACT:**

n/a

**LEGAL SUFFICIENCY:**

Legally sufficient.

James Gardner  
723 Landry Lane  
Tavares, FL 32778-4519

July 21, 2012

Mr. Robert Wolfe, Mayor  
City of Tavares  
P. O. Box 1068  
Tavares, FL 32778-1068

Dear Mayor:

Please accept this letter as my resignation from the Planning and Zoning Board.

I have served thirteen years and it strikes me as though this is long enough. Therefore, I need to step aside for a new and younger appointee.

In closing I wish to thank the city officials for allowing me to serve this long and I hope during these years my contribution has helped improve our city.

Sincerely,

A handwritten signature in cursive script that reads "James Gardner".

CC: Jacques Skutt



America's Seaplane City™

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

Please Print: OSBORN Morris E.  
Last Name First Middle Initial

Telephone: 353 343-9020 Email: osbornosborn@yahoo.com

Cell Phone: 353 630-7904 Fax: \_\_\_\_\_

Present Address 1400 Lake Dora Dr. Tavares FL 32778

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

- Bicycle Pedestrian Committee of the Metropolitan Planning Organization
- Citizens Advisory Committee of the Metropolitan Planning Organization
- Community Redevelopment Area Advisory Committee
- Fire Pension Board
- Lake County Cultural Affairs Council – Tavares Representative
- Library Advisory Board
- Planning and Zoning Board\*
- Police Pension Board

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

Name(s) and Relationship of Relatives Working for the City: None

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

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

Elementary & High School

College or University

Graduate School

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

Name of Last or Present Employer: Adventure Christian Church

Address: 3800 S.R. 19 Tavares FL 32778  
Number and Address City State Zip

Date Hired: Nov. 1 Position: Administrator / Attorney

Brief Description of Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Professional or Civic Memberships:

1) \_\_\_\_\_ 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

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

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?

Land Use Attorney, 7 years as Property & Land Use  
Law Professor, FL. BAR ATTORNEY OF 17 years,

J.D. from Stetson Law, LL.M in Real Prop. Development from U.M.  
Former Asst. to County Attorney, Hernando County FL - Bruce Snow, Esq.

2) What do you think should be the purpose of this board?

Evaluate and decide planning & zoning applications

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

- 1) Doug Dykstra 3800 SR. 19 Tavares (352) 343-9020 20+  
Name Address Business Years Known
- 2) Tom Cross, Contractor 6625 Bear Lake Ter. Apopka (407) 745-1748 8+  
Name Address Business Years Known
- 3) Attorney Bill Boyd 602 E. 5TH ST. Mt. Dora 15+  
Name Address Business Years Known
- Next of Kin: Michelle Osborn 1400 Lake Dora Dr. WIFE  
Name Address Relationship
- Wyb Osborn 137 Sycamore Dr. Tavares FATHER  
Name Address Relationship

In Case of Emergency, Please Notify:

Michelle Osborn 1400 Lake Dora Dr. 352-343-9020 DAY  
Name Address Telephone No.  
352-630-7904 night

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

Applicants Signature

Alvin E. Osborn

Date

4/18/12

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

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

Alfred S. D. 4/18/2012  
Name Date of Application

Please select one of the following:

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

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

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

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

An American woman.

An American man.

None of the above.

Do you qualify as physically disabled? Yes:  No:

**Planning and Zoning Board**  
**Applicant Questionnaire Attachment**

- 1) How do you balance property development rights with government development regulations?

Local government regulations balance the Police Power of health, safety & general welfare against the private right to use land to its highest & best use in conjunction with local zoning.

- 2) What is your overall philosophy on growth in the City and in Lake County?

I represented the Orange Co. Expressway Authority during construction of the 429 highway and then went into teaching law for 7 years. This perspective has sharpened my philosophy on growth in that I believe growth in the City & Lake County is inevitable yet - that growth should be planned carefully taking into ~~the~~ account the myriad of land use issues at stake. Growth that is well planned can be of benefit not only to the City & the land owner but also future generations to come.

Howard H. Haynes  
3220 Antigua Bay Ln.  
Tavares, FL 32778

Nancy Barnett,  
City Clerk  
City of Tavares  
201 East Main Street,  
Tavares, Florida 32778

Re: Application for Planning & Zoning Board; Howard H. Haynes

Dear Ms. Barnett,

Attached is an original application to serve as a member of the Planning & Zoning Board of the City of Tavares. After serving most of my adult life in land use and facilities planning and management and retiring into active involvement in local neighborhood community activities and helping out down at the church, I offer to serve the City of Tavares as a member of the Planning & Zoning Board.

Thank you for your consideration and assistance.

Sincerely,

  
Howard H. Haynes



America's Seaplane City™

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

Please Print: HAYNES HOWARD H.  
Last Name First Middle Initial

Telephone: (352) 343-2713 Email: hhaynes@usa2.net.net

Cell Phone: (352) 360-5810 Fax: \_\_\_\_\_

Present Address 3220 ANTIGUA BAY LN, TAVARES 32778-

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

- Bicycle Pedestrian Committee of the Metropolitan Planning Organization
- Citizens Advisory Committee of the Metropolitan Planning Organization
- Community Redevelopment Area Advisory Committee
- Fire Pension Board
- Lake County Cultural Affairs Council – Tavares Representative
- Library Advisory Board
- Planning and Zoning Board\*
- Police Pension Board

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

Name(s) and Relationship of Relatives Working for the City: NA.

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

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

Elementary & High School College or University Graduate School

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

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

Name of Last or Present Employer: HOWARD H. HAYNES, INC.

Address: 31543 BARREL RD. STOVER MO  
Number and Address      City      State      Zip

Date Hired: 1987      Position: CEO

Brief Description of Responsibilities: LAND USE PLANNING AND DOCUMENTATION, ZONING, MAPPING, ALSO FACILITIES DESIGN & CONSTRUCTION STANDARDS AND CRITERIA, FACILITIES DESIGN AND CONSTRUCTION OVERSIGHT,

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

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

Professional or Civic Memberships:

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

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

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?  
My career of 32 years of land use planning, site planning, design, engineering, construction of residential, medical, airport, roadways, waterfront, utility and related facilities and structures.

2) What do you think should be the purpose of this board?  
To oversee and monitor orderly development of private and public infrastructure in consonance with Tavares' approved Development Plans.

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

- 1) JOHN ADAMS 1613 TEXAS COURT, TAVARES 5  
Name Address Business Years Known
- 2) NORMAN HOPE 3221 MYAKKA RIVER RD, TAVARES 3  
Name Address Business Years Known
- 3) BOB SMAILES 5789 BOUNTY CIRCLE, TAVARES 4  
Name Address Business Years Known

Next of Kin: JAYNE HAYNES 3220 ANTIGUA BAY LN., TAVARES SPOUSE  
Name Address Relationship

In Case of Emergency, Please Notify:

JAYNE HAYNES 3220 ANTIGUA BAY LN., TAVARES 352-343-2713  
Name Address Telephone No.

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

Applicants Signature Howard J. Haynes Date August 13, 2012

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

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

Howard H. Wagner August 13, 2012  
Name Date of Application

Please select one of the following:

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

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

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

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

An American woman.

An American man.

None of the above.

Do you qualify as physically disabled? Yes:  No:

**Planning and Zoning Board  
Applicant Questionnaire Attachment**

1) How do you balance property development rights with government development regulations?

Develop a thorough and coherent Master Plan for the city and its place within the County and state that defines all aspects of requirements and provision for growth from Agriculture to Zoning. Monitor and diligently examine proposals to accomplish growth within the plan, a politically.

2) What is your overall philosophy on growth in the City and in Lake County?

From what I read in the papers and hear on the street, Taxes and Lake County strive to be fair and organized in addressing current and future growth.

Daily Commercial  
July 31, 2012 Edition  
City of Tavares Board Vacancy

## **CITY OF TAVARES BOARD VACANCY**

The City of Tavares is presently accepting applications for a vacancy on the Planning & Zoning Board. The position is voluntary and appointed by the Mayor of the City of Tavares. An application may be obtained by calling (352) 253-4546, between the hours of 8 a.m. and 5 p.m. Monday through Friday or by downloading the application from the city's web site at [www.tavares.org](http://www.tavares.org). Applications should be submitted by 5:00 p.m. on Friday, August 10, 2012. For additional information please call Nancy Barnett, City Clerk, at 352-253-4546.

212669-July 31, 2012

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 11**

**SUBJECT TITLE: Request to Approve the Federally-Funded Subgrant Agreement with Florida Division of Emergency Management for Acceptance of the F.E.M.A. Grant for the Emergency Operations Center / Public Safety Facility.**

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**OBJECTIVE:**

The objective of this agenda item is to obtain a City Council authorization directing our City Administrator to sign the Federally-Funded Subgrant Agreement with Florida Division of Emergency Management (D.E.M.), accepting a \$500,000 Federal Emergency Management Administration (F.E.M.A.) grant for the design and engineering of a proposed public safety facility and Emergency Operations Center (E.O.C.).

**SUMMARY:**

A horizon project team was established by City Administrator John Drury and City Council for the purpose of reviewing the City's current public safety facilities and making recommendations, if necessary, for replacement. The Horizon Project Team had recommended for replacement of the current facilities, and has been working toward that outcome.

In 2010, then Congressman Alan Grayson submitted the City of Tavares for a F.E.M.A. grant for the purpose of providing Tavares with a new Emergency Operations Center (E.O.C.). Congressman Grayson was successful in obtaining a non-competitive F.E.M.A. grant in the amount of \$500,000 for that purpose.

The City of Tavares is a sub-grantee under the State of Florida for this Federal grant.

The delay in time from when the Grant was awarded and now is due to the amount of requirements, such as environmental and historical preservation surveys, which had to be met. These requirements were present at both the federal and state levels. Those requirements have all been satisfied and with the

signing of this agreement with the Florida Division of Emergency Management, the grant money will become available to the City of Tavares.

**Option 1:**

City Council may move to approve the proposed agreement with the Florida Division of Emergency Management, authorizing the City Administrator or his designee to sign the agreement with Florida D.E.M. on behalf of the City, providing access to the \$500,000 F.E.M.A grant for the proposed City of Tavares E.O.C. / Public Safety Facility.

**Option 2:**

City Council may choose to take no action at this time and direct Staff to pursue a different course of action.

**STAFF RECOMMENDATION:**

Move Option 1: Move to approve the proposed agreement with Florida Division of Emergency Management, authorizing the City Administrator or his designee to sign the agreement with Florida D.E.M. on behalf of the City, providing access to the \$500,000 F.E.M.A grant funds for the proposed City of Tavares E.O.C. / Public Safety Facility.

**FISCAL IMPACT:**

This grant is a twenty-five percent (25%) local match (75% federal). The City funds that were used to purchase the Gateway property (\$200,000) and demolish the existing structures on the property (\$100,000) will count toward and satisfy that local match.

**LEGAL SUFFICIENCY:**

City Attorney Robert Q. Williams has reviewed the issue for legal sufficiency.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: September 5, 2012**

**AGENDA TAB NO. 12**

**SUBJECT TITLE: Request to Approve the Contract with GatorSkitch Architects for Design and Engineering of the Proposed Public Safety Facility.**

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**OBJECTIVE:**

The objective of this agenda item is to secure a City Council authorization directing our City Administrator or his designee to execute a contract with GatorSkitch Architects for Phase 1 of design and engineering of a proposed public safety facility at a cost of \$231,522.00, funded by a Federal Emergency Management Agency (F.E.M.A.) grant previously secured for this purpose.

**SUMMARY:**

A horizon project team was established by City Administrator John Drury and City Council for the purpose of reviewing the City's current public safety facilities and making recommendations, if necessary, for replacement. The Horizon Project Team had recommended for replacement of the current facilities, and has been working toward that outcome.

In July and August of 2010, a "Request For Qualifications" (R.F.Q.) process was approved by Council and conducted by Staff to identify an architect that the City would work with in the design and engineering portion of the Public Safety Facility project. The list of the top three picks of architectural firms that the Horizon Project Team developed had the Clermont firm of GatorSkitch Architects, Inc. ranked first.

At the September 22, 2010 regular meeting of City Council, the Horizon Project Team presented its report to Council. In that report, Fire Chief Richard Keith, representing the Horizon Project Team, presented the list of architectural firms, and the Team's recommendation that GatorSkitch Architects, Inc. be recognized by Council as the prevailing architect, and requesting authorization for Staff to negotiate a contract with GatorSkitch Architects, Inc. for preliminary design and engineering for a public safety facility. Council voted unanimously to accept Staff's recommendation.

Through the ensuing months, Staff and Mayor Wolfe have diligently and relentlessly pursued a site for the Public Safety Facility project. Those efforts reached a culmination when the City, the County, and the School Board closed on a 3-way property deal that brought the site of the School Board's Fleet Maintenance facility on Alfred Street into City ownership. This property, known to the City as our "Gateway" property, has received Council authorization as the dedicated site for the new Public Safety Facility.

Previously, the City received promise of a \$500,000 non-competitive grant from F.E.M.A. (through then Congressman Alan Grayson's office) to be used for the Emergency Operations Center (E.O.C.) portion of the project. That money could not be accessed, however, until an actual site, owned by the City, had been chosen for the project. With the closing of the property deal, the way had been cleared for the City to gain access to the \$500,000 grant money.

Now that the Gateway property is owned by the City, Staff is ready to bring a recommendation to Council on the proposed contract with GatorSkitch Architects, Inc. Staff has been working with Mr. Michael Latham, Vice President of Operations of GatorSkitch, Inc., on contract language memorializing the relationship between the City and GatorSkitch.

Draft contracts have been circulating for the last several months. On Wednesday, June 22, 2011, City Administrator John Drury, City Attorney Bob Williams, Finance Director Lori Houghton and Fire Chief Richard Keith, met with Michael Latham of GatorSkitch for the final contract negotiation session. At this meeting, final proposed contract was reviewed, required deliverables and expectations were discussed and clarified, and a final cost was agreed to by both the City and GatorSkitch.

While the contract with GatorSkitch has been ready for over a year, the City could not sign the contract because the FEMA grant money was not immediately available to the City. The City could not legally hire GatorSkitch without having the money to pay them for their service.

If City Council approves the previous agenda item, approving the signing of a contract with Florida Division of Emergency Management for the access of the FEMA grant money, the funds become available to pay GatorSkitch.

#### **Contract Highlights:**

- The proposed cost for Phase 1 services of GatorSkitch Architects, Inc. is \$ 231,552.00

- Contract follows standard guidelines of the American Institute of Architects (A.I.A.).
- The entire project is divided into three different phases for architectural services:
- Phase 1 consists of; Data Collection, Preliminary Program, Conceptual Designs (up to 3 designs), and one Schematic Design (based on the approved Conceptual design).
- Phase 2 consists of; Design Development, Construction Documents, and Permitting.
- Phase 3 consists of; Bidding and Construction Phase Services.
- The contract proposal presented to Council at this time is for Phase 1, only.
- The “up to three” conceptual design phase (in Phase 1) will include color boards of visual representations of the various designs. (City Council will use these conceptual designs to pick one design for the project.)
- The Schematic design (in Phase 1) will include general floor plan and space allocations for the chosen conceptual design. (City Council will use this design to approve final floor plan and allocations of space.)
- The City will receive color boards with visual representations of the final chosen design that it may use in public meetings and display.
- GatorSkitch and City Staff will use this design and this material in the formulation of additional grant requests and proposals.
- Phases 2 and 3 will be negotiated separately.
- All materials produced by GatorSkitch in Phase 1, with the exception of their actual Computer Aided Drawing (C.A.D.) materials, become the property of the City of Tavares.
- Even though this agenda item seeks the City Council authorization of the contract with GatorSkitch, the City will only issue GatorSkitch a “Notice to Proceed” after the following two items are obtained from F.E.M.A.;
  - 1. A Grant Agreement from F.E.M.A. authorizing the City to expend funds from the F.E.M.A. grant.

- 2. An authorization between the Grantee and Grantor exists that indicates our grant is compliant with the terms and conditions of a 75% federally funded match grant.
- Quarterly Reports, required by F.E.M.A. for the performance period of the grant will be generated by the City's Finance Department under the direction of Finance Director Lori Houghton.

**Option 1:**

City Council may move to approve the proposed contract with GatorSkitch Architects, Inc. in the amount of \$ 231,552.00, authorizing the City Administrator to sign the contract with GatorSkitch Architects, Inc. on behalf of the City, authorizing Staff to access the \$500,000 F.E.M.A grant to fund the payment.

**Option 2:**

City Council may choose to take no action and direct Staff to pursue a different course of action.

**STAFF RECOMMENDATION:**

Move Option 1: Move to approve the proposed contract with GatorSkitch Architects, Inc. in the amount of \$ 231,552.00, authorizing the City Administrator to sign the contract with GatorSkitch Architects, Inc. on behalf of the City, authorizing Staff to access the \$500,000 F.E.M.A. grant to fund the payment.

**FISCAL IMPACT:**

The City has received promise of a \$500,000 federal earmark for the Emergency Operations Center portion of the Public Safety Facility project. This federal money is allowed to be used for design and engineering of the project. This \$500,000 will be used to fund the architectural firm's Phase 1 design and engineering costs of \$231,522.00.

This grant is a twenty-five percent (25%) local match. City funds that were used to purchase the property (\$200,000) and demolish and clear existing buildings (\$100,000) will count toward the City's local match.

**LEGAL SUFFICIENCY:**

City Attorney Robert Q. Williams has reviewed the issue for legal sufficiency.



# Document B101™ – 2007 Exhibit A

## Initial Information

### for the following PROJECT:

*(Name and location or address)*

City of Tavares Public Safety Facility

The Property is the former Lake county School Board Bus and Maintenance Shop site located at the intersection of Caroline Street and Lake Shore Blvd.

### THE OWNER:

*(Name, legal status and address)*

City of Tavares  
201 East Main Street  
Tavares, FL 32778

### THE ARCHITECT:

*(Name, legal status and address)*

GatorSketch Corporation, Subchapter S Corporation  
1295 West Highway 50, Suite B  
Clermont, FL 34711

This Agreement is based on the following information.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

## ARTICLE A.1 PROJECT INFORMATION

### § A.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

City of Tavares Public Safety Facility

The Property is the former Lake county School Board Bus and Maintenance Shop site located at the intersection of Caroline Street and Lake Shore Blvd.

Pursuant to RFQ 2010-0016, issued by the City of Tavares, Florida, GatorSketch Corporation was selected to provide professional architectural, engineering, grant writing and planning services for the Public Safety complex on the former Lake County School Board Bus and Maintenance Shop site located at the intersection of Caroline St. and Lake Shore Blvd. This facility has been proposed to include a new approximate 48,300 s.f., 2 story main structure, and a single story adjoining structure which includes a sally port and apparatus bays. The city has requested the Lake County School Board to demo all structures and elements on the site, to remove all debris, concrete and asphalt and to leave the property clear. This will be a joint use complex for Fire and Police departments for the City of Tavares.

### § A.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

| To be determined by the programming, early site investigation and schematic design.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total, and if known, a line item break down.)*

| Unknown at time of execution.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

| Unknown at time of execution.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

| Unknown at time of execution.

§ A.1.6 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

#### ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

| John Drury  
201 East Main Street  
Tavares, FL 32778

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other information.)*

§ A.2.3 The Owner will retain the following consultants and contractors:  
*(List discipline and, if known, identify them by name and address.)*

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

| Michael Latham  
1295 West Highway 50  
Suite B  
Clermont, FL 34711  
Phone: 407-608-5677 x227  
Fax: 888-599-4814  
Mobile: 352-978-5650

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

TLC Engineering for Architecture, Inc., General Corporation  
Matthew R. Craig PE  
874 Dixon Blvd  
Cocoa, FL 32922  
Telephone Number: 407-740-5020  
Fax Number: 407-740-0365

.2 Mechanical Engineer

Matern Professional Engineering, Inc., General Corporation  
Bradley W. Perrot, PE, LEED AP  
130 Candace Drive  
Maitland, FL 32751  
Telephone Number: 407-740-5020  
Fax Number: 407-740-0365

.3 Electrical Engineer

Matern Professional Engineering, Inc., General Corporation  
Douglas P. Matern, PE  
130 Candace Drive  
Maitland, FL 32751  
Telephone Number: 407-740-5020  
Fax Number: 407-740-0365

§ A.2.5.2 Consultants retained under Additional Services:

Security & Design Consultants  
RQAW Corporation  
5615 2nd Street  
Lehigh, FL 33971

Civil Engineering & Surveying  
BESH Engineering  
350 North Sinclair Avenue  
Tavares, FL 32778

Geo Technical Engineering  
Andreyev Engineering, Inc.  
1170 Minneola Avenue  
Clermont, FL 34711

Grant Writing Consultant  
Angie Brewer & Associates, LLC  
9104 58th Drive East  
Bradenton, Florida 34202

Cost Estimating Consultant  
PC/M Consulting, LLC  
PO box 755

Init.

| Groveland, FL 34736

§ A.2.6 Other Initial Information on which the Agreement is based:  
*(Provide other Initial Information.)*

| GatorSketch Corporation Proposal dated August 6, 2012 for the Public Safety Facility

Init.



August 6, 2012

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

## PROPOSAL FOR PROFESSIONAL SERVICES

### PROJECT SCOPE AND DESCRIPTION:

City of Tavares is planning to build a Public Safety Complex on the former Lake County School Board Bus and Maintenance Shop site located at the intersection of Caroline St and Lake Shore Blvd. This facility will include an approximate 48,300 s.f., in a 2 story main structure, a single story adjoining sally port and apparatus bay. Zoning tasks are handled by the City of Tavares and Building permits are handled by Lake County.

### ARCHITECTURAL AND ENGINEERING SERVICES

#### SCOPE OF SERVICES:

GatorSkitch Architects Inc. shall provide architectural, landscape architectural and engineering services identified in AIA Document B101, 2007, Abbreviated Form of Agreement Between Owner and Architect for the above identified project. Plumbing, electrical, and structural consulting engineering are included in the basic services of this proposal. The following professionals have been selected as your primary design team:

#### Architecture

##### **GatorSkitch Architects, Incorporated**

723 West Montrose Street

Clermont, Florida 34711

Michael Latham, A.I.B.D., Project Manager, [mblatham@gatorskitch.com](mailto:mblatham@gatorskitch.com)

Telephone 352-242-0129

Website [www.gatorskitch.com](http://www.gatorskitch.com)

#### Security & Design Consulting

##### **RQAW Corporation**

5615 2<sup>nd</sup> Street West

Lehigh Acres, Florida 33971

Telephone: (239) 745-5327

Website: [www.rqaw.com](http://www.rqaw.com)

#### Structural Consulting Engineering

##### **TLC Engineering for Architecture**

1295 West Highway 50, Suite B • Clermont, FL 34711 • 407.608.5677 office • 888.599.4814 fax

[www.gatorskitch.com](http://www.gatorskitch.com)

Registered Architects: AA-26002310



874 Dixon Blvd.  
Cocoa, Florida 32922  
Telephone: (321) 636-0274  
Website: [www.tlc-engineers.com](http://www.tlc-engineers.com)

**Mechanical, Electrical, and Plumbing Consulting Engineering**

**Matern Professional Engineering, Inc.**

130 Candace Drive  
Maitland, Florida 32751  
Telephone: (407) 740-5020  
Website: [www.matern.com](http://www.matern.com)

**Civil Engineering Consultant**

**BESH Engineering, Inc.**

350 North Sinclair Avenue  
Tavares, Florida 32778  
Telephone: (352) 343-8481

**Geo-Technical Consulting Engineering**

**Andreyev Engineering, Inc.**

1170 West Minneola Avenue  
Clermont, Florida 34711  
Telephone: (352) 241-0508  
Website: [www.andreyevengineering.com](http://www.andreyevengineering.com)

**Surveying Consultant**

**BESH Engineering, Inc.**

350 North Sinclair Avenue  
Tavares, Florida 32778  
Telephone: (352) 343-8481

**Grant Writing Consultant**

**Angie Brewer & Associates, LLC**

9104 58<sup>th</sup> Drive East  
Bradenton, Florida 34202  
Telephone: (941) 757-1234  
Website: [www.angiebrewer.com](http://www.angiebrewer.com)

*The above noted consultants have been selected on a preliminary basis for the proposed project. The Architect reserves the right to utilize engineering consultants other than those listed, at the discretion of the Architect.*



## Phase I

### BASIC DESIGN SERVICES:

The City Staff has selected the Gateway site as the site to construct their new Public Safety Facility.

Planning Process, Design and Engineering Study, Funding / Grant Study for the Tavares Public Safety Facility.

#### A. Planning Process (with the issuance of Notice to Proceed)

##### a. Planning Process / Methodology

The primary objective of this phase is to provide organization for the design process while establishing the needs, goals, and direction the City wishes to take in the development of the project.

- i. Define the overall process
  - ii. Create a Schedule for Phase I
  - iii. Study Objectives
  - iv. Identification of the City's single point of contact
  - v. What is the chain of command for decision making
- b. Data collection (prepare and distribute detailed survey to key personnel for the purposes of collecting the following data)
- i. To determine the City departments and groups that will use the Public Safety Facility.
  - ii. To acquire the mission statements from these departments or groups.
  - iii. To determine functions of each group as well as inter-relationships among groups.
  - iv. Current staff levels and future needs for the next 20 years.
  - v. To define security requirements, staff and public access, egress, parking for staff and the public.
  - vi. Define and identify special equipment and facility needs.
  - vii. Identify and strategize how the facility may be used interdepartmentally.
  - viii. Identification and analysis of future needs, requirements, or industry trends which may require spatial consideration.
  - ix. What are the current site, utility and parking requirements and how do they compare to City and other agency requirements.
- c. Interviews with key personnel and staff:
- i. Forecast of future staff needs.
  - ii. Request further input on departmental spatial needs vs. wants.
- d. Site specific data collection of the Gateway Site.
- i. Collect copies of owner documents – surveys, zoning & land use maps, and other documents.
  - ii. Initial on-site data collection.
    1. Geo Technical borings and study
    2. Complete Survey of the site and water tower right of



- way for fiber run.
- 3. Determine utility locations.
- 4. Determine expansion capabilities.
- 5. Determine site access and provide vehicular and pedestrian separation for law enforcement vehicles and private vehicles.
- e. Develop Space Criteria (based on the data collected or developed, a space needs analysis is documented)
  - i. Space program is created to document current and future needs.
  - ii. Preliminary sketches are created to show space relationships.
  - iii. Alternative space arrangements are created for discussions with City staff.
  - iv. Upon approval from City staff, the team will use these alternatives to present to city council in a future work shop.
- f. Civil site analysis
  - i. What are the staff and public parking needs currently, and in the next 20 years.
  - ii. What are the traffic patterns that are necessary for the different planned departments to fulfill their daily duties.
  - iii. What site points are critical and need to be secured.
  - iv. What site elements are necessary to be located on the site outside of the main structure.
- g. Submittal for approval of the report that defines space and site criteria.
- h. Presentation to Staff of Initial Report of Space needs and Site Evaluations.

**B. Conceptual Design and Engineering Development**

Following acceptance and approval of the initial report, up to three building conceptual designs will be developed for the selected site. A budget will be outlined for each concept developed.

- a. This step will be very important in that the operation of the facilities will begin to be defined. Drawings will be prepared to illustrate the following:
  - i. Conceptual Site Plan – Showing the building location, site access, parking and traffic flow through the site will be developed.
  - ii. Conceptual Floor Plans - Showing adequate detail of rooms, corridors, spatial relationships between functions to determine exactly how the facility will operate. Determine expansion capabilities.
  - iii. Typical Exterior Elevation – To show the general character of the exterior aesthetic of the facility(s).
  - iv. Color Architectural Rendering will be created in three dimensions. This product will be very useful in communicating



- the character of the facility to governmental agencies and in public meetings.
- v. Conceptual level statement of probable costs.
- b. Final Report  
At this point, a final report will be compiled to obtain approval from the City and other agencies having jurisdiction over the project. This report will be printed and bound as a stand-alone document for public consumption.
- C. Community Awareness (limited – time for public meetings only) 40 hour budget
- a. Assist the City Staff in PR meetings.
  - b. Conduct public meetings at locations throughout the city.
- D. Grant Identification and Writing Support  
Task 1 – Solicit Funding Opportunities
- a) ABA will research funding opportunities and grant availability that may be applied to this project – 36 Hours
  - b) ABA will assist in development, submittal and monitoring the status of grants and other funding sources that may be discovered during the funding soliciting process – 80 Hours
- E. Schematic Design Documentation:
1. After the PROJECT PROGRAM has been prepared and thoroughly discussed, the project enters the Schematic Design Phase. Once this preliminary program is reviewed and approved, it shall become the Project Program, and shall become the guide for design.
  2. The approved Concept design will be used to develop the Schematic Design.
  3. The schematic drawings usually include small scale drawings of the principal floor plans, site plan, exterior elevations, and building sections.
  4. The Architect shall prepare an opinion of probable construction cost based on the developed Schematic Design.



**Phase II FINAL DESIGN SERVICES:**

**B. Design Development Documentation:**

1. In the Design Development Phase, the purpose is to "fix and describe the size and character of the entire project", once the schematic design documents have been approved by the Owner. The drawings are prepared by the architect in more detail to illustrate all aspects of the proposed design of the project.
2. Sections through the building are drawn to show typical fire ratings, egress and construction.
3. A more accurate opinion of probable construction cost is developed as a part of this phase, reflecting changes in the project which may have occurred during this phase.
4. The design team, including architects, engineers and construction specialists review the components of the project to establish the construction particulars in order to accommodate the budget. A more accurate opinion of probable construction cost is developed as a part of this phase, reflecting changes in the project which may have occurred during this phase.

**C. Construction Documents:**

Based on written approval of the Design Documents, the Architect shall proceed with the preparation of the Construction Documents.

1. The Architect shall prepare detailed drawings and specifications for the construction of the project, upon which the Contractor will establish the construction cost. These documents will be used for actual construction. This period in the project's development is usually a time of less client involvement, since it is the technical elaboration of ideas developed during earlier phases. However, periodic communication and contact to review the progress and answer any questions are in order.
2. At the completion of this phase, you will have complete working drawings and specifications ready for bidding or negotiating with general contractors, ready for submission for a building permit, ready for the construction of your project.



**D. PERMIT SERVICES:**

At this stage in conjunction with the Civil Engineer we would start the site review process. Following an approved site review process we move on to the building review process with the county. We will respond to any comments from the building department.

**Phase III CONSTRUCTION PROCESS SERVICES:**

**E. CONTRACTOR PROCUREMENT SERVICES:**

The Architect will assist the owner to achieve competitive bids.

**F. CONTRACT ADMINISTRATION SERVICES:**

With the signing of the Construction Agreement with your contractor, the final chapter begins: the construction of your project. During construction, our role is to act as your agent, administering the Construction Contract.

1. **General Administration:** Assist the Owner with processing change orders, field orders, and general problem solving.
2. **Evaluations of the Work:** The Architect and the Architect's consultants will visit the site at intervals appropriate to the stage of Contractor's operations, to become generally familiar with the progress of the Work to keep the Owner informed about progress and quality of the Work, and to monitor compliance with the Construction Documents.
3. **Certification of Payments to Contractor:** The Architect will review the Contractor's applications for payment and shall issue Certificates of Payment in such amounts, based on the Architect's site observations and administration activities.
4. **Submittals:** The Architect and the Architect's consultants shall review and approve, or take appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the design concept expressed by the Drawings and Specifications.
5. **Changes in the Work:** The Architect shall prepare change orders and issue clarifications to the documents for the Owner's approval and execution in accordance with the Contract Documents.
6. **Project Completion:** The Architect shall visit the project site to determine both Substantial Completion and Final Completion, to aid the Owner in occupying and using the facility.



**SCHEDULE OF SERVICES**

Architectural and Engineering Basic Services (PHASE 1):

**Phase I**

- 1. Data Collection 5 Weeks
- 2. Preliminary Program 2 Weeks
- 3. Conceptual Designs 3 Weeks
- 4. Schematic Design 3 Weeks

**Phase II**

- 5. Design Development 18 Weeks
- 6. Construction Document 24 Weeks
- 7. Permitting 4 Weeks

**Phase III**

- 8. Bidding 6 Weeks
- 7. Construction Phase Services 52 Weeks

*The above schedule of services does not include or allow for approval times required by the Owner or local authorities having jurisdiction over the project.*

**BASIS OF COMPENSATION**

Professional fees are proposed as a stipulated sum of **Two Hundred Thirty One Thousand Five Hundred Twenty Two Dollars (\$231,522.00)** based on Phase I scope of the project defined in this proposal.

**A. Phase I Services:**

- 1. Data Collection
- 2. Preliminary Program
- 3. Conceptual Designs (up to 3)
- 4. Schematic Design (based on approved Conceptual)

**B. Phase II Services: future (to be determined based on estimated Construction costs)**

- 1. Design Development
- 2. Construction Documents
- 3. Permitting

**C. Phase II Services: future**

- 1. Bidding
- 2. Construction Phase Services

**Total – Architectural and Engineering Services Phase I \$ 231,522.00**

**These fees are invoiced monthly based on a two week billing cycle.**

Hourly Rates for Additional Services: (with prior approval of the Owner)

- A. Principal Architect \$165.00 per hour**



<b>B.</b>	Project Manager	\$140.00 per hour
<b>C.</b>	Project Architect	\$120.00 per hour
<b>D.</b>	Interior Designer	\$ 85.00 per hour
<b>E.</b>	Engineer	\$ 140.00 per hour
<b>F.</b>	CAD Operator	\$ 65.00 per hour
<b>G.</b>	Clerical Time	\$ 50.00 per hour

#### **REIMBURSABLE EXPENSES**

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services, and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include plotting and reproduction of documents for design, permitting, bidding and construction, shipping of documents and submittals during design, construction, and local travel expenses when incurred in the interest of the project, and long distance travel with the Owner's approval.

#### **QUALIFICATIONS**

Fees quoted herein are presented with the following qualifications:

1. Sales tax on professional services, if imposed by Florida state authorities, shall be in addition to the professional fees stated herein.
2. Not included in the Basic Services defined above are the services of an interior designer to aid the Owner in selecting interior finish colors, and fixtures and furnishings.
3. It is proposed that in exchange for the reduced professional fees proposed above, that the Owner would agree to a limit of liability for the design team, not to exceed the sum of the fees.
4. GatorSkitch Corporation or representatives of the firm reserves the right to photograph the project upon completion.
5. GatorSkitch Corporation reserves the right to place a company sign on the project premises until completion.

We value your business and look forward to a very successful project. Please contact us if you have any questions.

Sincerely,  
**GATORSKITCH Corp.**  
Michael Latham, A.I.B.D.  
President



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Fifteenth day of August in the year Two Thousand Twelve  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Tavares  
201 East Main Street  
Tavares, FL 32778  
Telephone Number: 352-742-6131  
Fax Number: 352-742-6351

and the Architect:  
*(Name, legal status, address and other information)*

GatorSketch Corporation, Subchapter S Corporation  
1295 West Highway 50, Suite B  
Clermont, FL 34711  
Telephone Number: 407-608-5677  
Fax Number: 888-599-4814

for the following Project:  
*(Name, location and detailed description)*

City of Tavares Public Safety Facility  
The Property is the former Lake county School Board Bus and Maintenance Shop site located at the intersection of Caroline Street and Lake Shore Blvd.  
Pursuant to RFQ 2010-0016, issued by the City of Tavares, Florida, GatorSketch Corporation was selected to provide professional architectural, engineering, grant writing and planning services for the Public Safety complex on the former Lake County School Board Bus and Maintenance Shop site located at the intersection of Caroline St. and Lake Shore Blvd. This facility has been proposed to include a new approximate 48,300 s.f., 2 story main structure, and a single story adjoining structure which includes a sally port and apparatus bays. The city has requested the Lake County School Board to demo all structures and elements on the site, to remove all debris, concrete and asphalt and to leave the property clear. This will be a joint use complex for Fire and Police departments for the City of Tavares.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A. Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Construction commencement date to be determined upon commencement of the final design phase

.2 Substantial Completion date:

Substantial Completion date to be determined upon commencement of the final design phase

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*  
*(Paragraphs deleted)*

See attached Exhibit "B" for Certificate of Insurance

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Architect	4.2.1
§ 4.1.2 Multiple preliminary designs	Architect	4.2.2 (up to 3)
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing site surveys	Architect	4.2.3
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	4.2.4
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	4.2.4
§ 4.1.8 Landscape design	Architect	4.2.7
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	4.2.5
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	

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§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	4.2.6
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	4.2.6
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 (Phase I) Project programming will be developed based on the needs analysis furnished by both the Tavares Fire Department and the Tavares Police Department.

4.2.2 (Phase I) Based on the project program and discussions with city staff up to 3 concept drawings will be developed to include floor plans, 2 elevations, and roof plan for each concept.

**4.2.3 Survey Scope: (Phase I)**

**TASK I:**

**Project Location:**

Lake County School Board maintenance yard bounded on the east by the east line of Lots A-F of the west half of Block 48, on the south by the north right-of-way line of Caroline Street, on the west by the trail in the former railroad corridor and on the north by the south right-of-way line of Ianthe Street.

**SCOPE OF WORK:**

Provide a Boundary and Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Establish the location of all boundary corners and reset any missing corners.
2. Locate all improvements and utilities, as evidenced by above ground features or as marked by the SSMC Utility Division personnel.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing.
4. Establish a minimum of two (2) site bench marks.
5. Topographic coverage will be limited to the project location described above.
6. Locate soil borings as established by clients Geotechnical Consultant if required.

The final product will be two (2) certified copies and an electronic drawing file on disk for your use.

**TASK II:**

**Project Location:**

Right-of-way and utility survey of the water tower block bounded on the north by Ianthe Street, on the east by the trail in the former railroad corridor, on the south by Caroline Street and on the west by Ingraham Avenue.

**SCOPE OF WORK:**

Provide a Specific Purpose Survey to locate the existing rights-of-way and existing easements of record in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Establish the location of all existing rights-of-way and provided easements.
2. Locate all utilities as evidenced by above ground features or as marked by the SSMC Utility Division personnel.
3. Topographic coverage will be limited to the project location described above.

The final product will be two (2) certified copies and an electronic drawing file on disk for your use.

**TASK III:**

**SCOPE OF WORK: Subsurface Utility Designation**

**Task I Area:**

Horizontally locate and field mark (paint & flags) all public subsurface utilities found excluding service lines, gravity sewer lines and irrigation, encompassing the exterior of the property around the Lake County School Board facility to include all utilities entering the property. All designation of service lines will end at the perimeter fence on the property.

Task II Area:

Horizontally locate and field mark (paint & flags) all public subsurface utilities found excluding service lines, gravity sewer lines and irrigation, the water tower property to include the utility corridor extending towards the asphalt walking path.

The final product will be a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

It is our understanding that City will make available all plans and utility records for this site. Every effort will be made to identify the location of said underground utilities within the project area including the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. However, due to the inherent uncertain nature of subsurface utilities, including deficient or a misrepresentation of prints, the architect and BESH engineering and surveying cannot guarantee that all subsurface utility lines will be accounted for.

#### 4.2.4 Geotechnical evaluation: (Phase I)

Mobilization of drill rigs and personnel

SPT borings (8 borings to 25 feet)

Auger boring (8 to 10 feet)

Install 1" piezometers for groundwater level data ( 8 to 10 feet)

Monitor piezometers

Laboratory tests - moisture content & -200 sieve

Engineering Services: Data Reduction, Evaluation, Reporting, and graphics

If needed: a. phase 1 environmental site assessment

b. phase 2 environmental site assessment

#### 4.2.4 Civil Engineering Schematic Design: (Phase I)

One schematic site plan will be developed once City Council has approved the conceptual building design. One preliminary storm design, one preliminary utility design and preliminary construction cost analysis.

#### 4.2.5 Cost Estimating Consultant: (Phase I)

Cost estimation for up to 3 concepts

Cost estimation for the Schematic Design

#### 4.2.6 Grant Funding Opportunities Analysis: (Phase I)

Task 1: Funding Opportunities

##### a. Funding Analysis

**Data Identification** – The consultant will identify and research data required and request information from the City, Design Team, and other sources as needed related to the specific project. Information Request(s) (IR) will be prepared and submitted to the City, Design Team, and other sources.

**Project Evaluations**- The consultant shall review the specified project and other relevant data. The consultant will perform data research based on information resulting from the IR(s). An observation of the overall status of outside funding sources will be made that will include current funding efforts and future funding needs.

**Funding Source Identification** - A review of the specified project for Fundable Elements will occur. The consultant will utilize the Funding Analysis to identify potential funding sources for the project. The details of each source including funding cycles, potential amounts, and eligibility requirements, will be provided.

**Final Funding Analysis** – The consultant will prepare a Funding Analysis which identifies the funding sources recommended by the consultant to be pursued. Detailed

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information illustrates the steps, timing, and resources necessary to obtain the funding will also be included.

**b. Grant writing:**

Assist in development, submittal and monitoring the status of grants and other funding sources that may be decided upon by the City based on the Funding Analysis. – 80 hours is allotted for this task.

**4.2.7 Security Consultation for Site and Building: (Phase I)**

- a. Assist in the planning of spaces and functions in Conceptual Design and Schematic Design
- b. Assist in telecommunications & data equipment for the facility (It is understood that there is not dispatch department in the scope for the Tavares Police or Fire Departments)

**4.2.8 Landscape Architect: (Phase I)**

- a. One Schematic site plan based on the approved Architectural schematic site plan that has been approved by City Council.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

*(Paragraphs deleted)*

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty Two ( 32 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Twelve ( 12 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

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- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- 5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such

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rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraphs deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

A fixed fee not to exceed 11.4% of estimated construction costs. For Schematic design phase (phase I) a fixed amount shall be \$231,522.00 which includes costs of survey work, geo technical investigation, initial grant funding analysis, the conceptual design, the schematic design fee will be credited towards the overall fee following the award of the construction bids.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Services indicated in sections 4.1 and 4.2 are included in Fee Structure 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Per hourly rates scheduled per section 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: *Estimated Cost of Work is \$10,355,000.00*

<b>Phase I</b> Schematic Design Phase	\$231,522.00	percent (	Fixed with out side consultants	%)
<b>Phase II</b> Design Development Phase	\$295,118.00	percent (		%)
Construction Documents Phase	\$472,188.00	percent (		%)

Permitting	\$29,512.00			
<i>(Row deleted)</i>				
<b>Phase III</b>		percent (		%)
Bidding	\$29,512.00			
Construction Phase	15% of the lowest acceptable bid, minimum of \$177,071.00 \$1,234,923.00 based on lowest bidder.	percent (		%)
<b>Total Basic Compensation</b>		one hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal Architect	\$165.00
Project Manager	\$140.00
Project Architect	\$120.00
Interior Designer	\$85.00
Engineer	\$140.00
CAD Operator	\$65.00
Clerical	\$50.00

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

#### § 11.10 PAYMENTS TO THE ARCHITECT

*(Paragraph deleted)*

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

18 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit 'C'

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™ - 2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit 'A' - Initial Information

Exhibit 'B' - Certificate of Insurance

Exhibit 'C' - GatorSketch Corporation proposal for Public Safety Facility

Init.

This Agreement entered into as of the day and year first written above.

OWNER

*(Signature)*

John Drury, City Administrator

*(Printed name and title)*

ARCHITECT

*(Signature)*

Michael Latham, Principal

*(Printed name and title)*

8-15-12

Init.



Exhibit 'B'



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
07/15/2011

<b>PRODUCER</b> Phone: 352-394-4884 Olivenbaum Insurance, Inc. PO Box 120218 Clermont, FL 34712	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  Gatorskitch Corp. 1295 W. Hwy 50, Suite B Clermont, FL 34711	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Hartford</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: The Hartford													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSERT LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	21SBMBR2759	7/13/2001	7/13/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21SBMBR2759	7/13/2011	7/13/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WD STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  City of Tavares 201 E. Main St. Tavares, FL 32788	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 26 (2001/08)

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1295 West Highway 50, Clermont, FL 34711 • 407.608.5677 office • 888.599.4814 fax

[www.gatorskitch.com](http://www.gatorskitch.com)

Registered Architects: AA26002310



Client#: 10256

GATOARC3

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		<b>CONTACT</b> NAME: _____ PHONE (A/C, No., Ext): 813 289-5200 FAX (A/C, No): 8132894561 ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	
<b>INSURED</b> GatorSkitch Corp. 1295 B West Highway 50 Clermont, FL 34711		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>XL Specialty Insurance Company</b> NAIC #: 37685 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

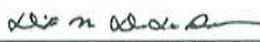
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. TYPE	TYPE OF INSURANCE	ADDITIONAL INSE. MVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurr/rental) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N.Y.) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					WORKERS COMP. STATUTORY LIMITS (Ea. acc.) \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>		<b>DPS9686733</b>	<b>09/14/2011</b>	<b>09/14/2012</b>	<b>\$1,000,000 per claim</b> <b>\$1,000,000 annl aggr.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Professional Liability coverage is written on a claims-made and reported basis.**

<b>CERTIFICATE HOLDER</b> For Proposal Purposes	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: SEPTEMBER 5, 2012**

**AGENDA TAB NO. 13**

**SUBJECT TITLE: Approval of Revised Contract with Barratt Scanes LLC to Provide Commercial Boat Tour Operations at Wooton Park**

---

**OBJECTIVE:**

To have City Council approve for the attached revised contract with Barratt Scanes LLC. to provide commercial boat tour operations at the Tavares Seaplane Base & Marina at Wooton Park.

**SUMMARY**

In June 2011 the City Council approved a contract with Barratt Scanes LLC to provide commercial boat tour operations at Wooton Park.

Staff has been approached by the owners of Barratt Scanes LLC to change the rental portion of their contract which expires September 30, 2012 from a fixed rental fee of \$200.00 per month to \$10 per trip per month from the Tavares Seaplane Base & Marina.

The \$10.00 trip per month is the same rate the company is currently being charged by the Lakeside Inn for its operations from Mount Dora.

Realizing the downturn in the economy and the fact that Barratt Scanes LLC is buying its fuel at the Tavares Seaplane Base & Marina, staff believes that the change in the contract is fair to both parties.

**OPTIONS:**

1. To approve the attached contract with Barratt Scanes LLC. to provide boat tour operations at the Tavares Seaplane Base & Marina.
2. To not approve the attached contract.

**STAFF RECOMMENDATION:**

Staff recommends that the Council moves to approve the attached contract with Barratt Scanes LLC to provide commercial boat tour operations at the Tavares Seaplane Base & Marina.

**FISCAL IMPACT:**

Barratt Scanes LLC. will pay the City \$10.00 per trip per month through September 30, 2013.

**LEGAL CONSIDERATIONS:**

The contract has been reviewed by the City Attorney.

## AGREEMENT

THIS AGREEMENT made this 1st day of October 2012, between the City of Tavares, Florida (hereinafter referred to as "the City") and Barratt Scanes LLC, (hereinafter referred to as "Vendor").

## RECITALS

1. The City desires to enter into an agreement with Vendor for the provision of a fully operating boat tour service among other things to be operated at the City of Tavares waterfront in accordance with the terms and conditions described herein.

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. Vendor's Obligations. The Vendor shall be responsible to carry out the following:

- a. Provide boat tour services as of October 1, 2012. Boat tour services include, but are not limited to the provision of scheduled boat tours with passengers embarking and disembarking from the Tavares Seaplane Base/Marina.
- b. Provide an insurance policy consistent with the terms herein.
- c. Enforce adherence to safety and insurance requirements including, but not limited to, signing of waivers by all participants and employees which eliminate the City's liability, and the enforcement of the utilization of safety equipment.
- d. Comply with all other obligations described herein.

2. City's Obligations. The City shall be responsible for the following:

- a. Provide a single reserved docking space for a tour boat. An additional reserved docking space may be negotiated with a corresponding adjustment to the Monthly Fee. However, City can use the reserved dock space from time to time for special events after giving reasonable notice to the Vendor.
- e. Provide fixed fuel pricing –\$.05 above costs for the first two years of the contract. Thereafter, the City shall re-evaluate

and set the fixed fuel price.

3. Term. The term of this Contract shall be from October 1, 2012 to September 30, 2013 (Hereinafter "Term") and shall automatically renew each year on September 30 for three years unless terminated by either party without cause upon thirty (30) days written notice.

4. Indemnification. The Vendor agrees to indemnify the City for and to hold the City harmless from any and all liability, claims, costs, damages, attorney's fees, or other charges, liens, or fees of any kind or nature as a result of Vendor's use (or the use by any person or participant authorized by Vendor) of City Property, or the execution of this agreement. Vendor further agrees to defend any action or claim whatsoever against the City for any damages or for injunction or other relief resulting from Vendor's use of City property, or the execution of this agreement.

5. Insurance. Vendor agrees to obtain and maintain in force, at its cost, liability insurance coverage (hereinafter called "Insurance") as specifically described in Exhibit "A" attached hereto. Vendor shall provide the City with the Certificate of Insurance or other proof of said insurance at least ten (10) days prior to beginning operations.

6. Monthly Payment to City. The Vendor shall pay the City TEN dollars per trip per month including all applicable taxes, beginning October 1, 2012 and on the 10<sup>th</sup> day of each month thereafter during the term of this Agreement for the exclusive use of one (1) reserved dock space.

7. Incorporation of Marina Rules and Regulations and License Agreement. The Vendor shall comply with all City Marina Rules and Regulations and the terms of the City's general License Agreement. To the extent the License Agreement conflicts with provisions herein, this contract shall prevail.

8. Termination of Agreement. The parties agree that if either party violates the terms and conditions of this Agreement, or violates any other applicable state, county or municipal ordinances, either party shall have the option of terminating the agreement upon reasonable notice considering the circumstances.

9. Licenses, Permits, Certificates, Etc. Vendor shall be responsible for obtaining any and all necessary licenses, health certificates, permits, or other documents required for its operation. Vendor shall also be responsible for any and all sales or income tax liability that it may incur by reason of its operation.

10. Assignment. Vendor shall not be permitted to sublet or assign any part of its obligations, privileges or services as set forth in this Agreement without first obtaining the written consent of the City.

11. Attorney's Fees. Should either party breach the terms of this agreement, causing the other party 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

prevailing party's attorney's fees and court costs shall be paid by the non-prevailing party.

12. Administration of Contract. The City Administrator or his representative shall administer this contract for the City.

13. Applicable Law and Venue. This contract shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to venue in Lake County, Florida for any litigation pertaining to this Contract. In the event there is litigation, the prevailing party shall be entitled to reasonable attorney's fees.

14. Amendments. No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by all parties.

15. Entire Contract. This contract constitutes the entire agreement between the parties and supercedes any and all prior communications, discussions, negotiations, understandings and agreements.

16. Invalid Provision. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. Contract Interpretation. In the event that it becomes necessary for any reason to construe this agreement, it shall be construed as being jointly prepared and drafted by all parties hereto.

18. Remedies. All rights and remedies of the City herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by the City of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

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

Dated this \_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

**CITY OF TAVARES, FLORIDA**

\_\_\_\_\_  
Nancy Barnett, City Clerk

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

**VENDOR**

\_\_\_\_\_  
Witness Signature

Printed Name

---

---

Tudor Barratt-Scanes  
Owner/Operator

LEGAL REVIEW:

---

Robert Q. Williams  
City Attorney

EXHIBIT A  
INSURANCE REQUIREMENTS  
BOAT TOUR AGREEMENT

- i. \$1M commercial general liability, each occurrence
- ii. \$1M damage to rented premises
- iii. \$1M personal and advertising injury
- iv. \$1M general aggregate
- v. \$2M products – comp/op aggregate
- vi. Workers' Compensation - Florida statutory limits
- vii. The City of Tavares is named additional insured (with endorsement) and certificateholder
- viii. Certificate of insurance must be provided on a standard Acord form, with accompanying endorsement attached (refer to Item viii)

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
September 5, 2012**

**AGENDA TAB NO. 14**

**SUBJECT TITLE: City Administrator Report**

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**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY: Will be presented at meeting**

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

- City Council Regular Meeting & Public Hearing on Fire Assessment, Final Millage FY 13, and Final FY 13 Budget – September 19, 2012 – 4 pm Regular Meeting; 5:05 p.m. Public Hearing
- Code Enforcement Special Magistrate – September 25, 2012 at 5:00 p.m.
- Lake County League of Cities – September 14, 2012 – 11:30 a.m.
- Lake Sumter MPO – September 26, 2012 – 2 p.m. – MPO Board Room – 1616 South 14<sup>th</sup> Street, Leesburg, FL
- Library Board – September 14, 2012 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – September 20, 2012 – 3:00 p.m., Council Chambers

**EVENTS**

September 6, 2012	<i>Shorebreaking for Tavares Pavilion on the Lake – 10:00 a.m.</i>
September 10, 2012 Monday	<i>Tavares Historical Society – Civic Center - Noon</i>
September 22, 2012 Saturday	<i>Harris Chain Bassmasters Fishing Tournament – Wooton Park</i>
October 5, 2012 Friday	<i>Friday Market –Reopens for the Season – Wooton Park – 9am – 1pm</i>
October 1 <sup>st</sup> -12 <sup>th</sup> , 2012	<i>Registration - Tavares Youth Co-Ed Fall Flag Football League – Recreation Office – 123 St. Clair Abrams St. – or call Carl Simple 352-742-6181, cell 352-516-8456</i>
December 1, 2012 Saturday	<i>City Christmas Light-Up – 5:30 pm – 9:30 pm – Wooton Park, Downtown Tavares Parade, Santa arrives by seaplane, festival, kids activities, entertainment</i>

**OTHER COMMUNITY EVENTS**

September 1, 2012 Saturday	<i>Pups on the Patio – Downtown Tavares Ruby Street – 6 pm</i>
September 1, 2012 Saturday	<i>Concert – Fundraiser for Harley Andrews – Ruby Street Grill – 221 E. Ruby St. – Noon until 4:00 pm</i>
October 15, 2012 Monday	<i>Empty Bowls – Wooton Park – 4:00 pm – 8:00 pm</i>
October 26-27, 2012	<i>Howl-O-Fest &amp; Trunk or Treat – Downtown Tavares – 5:30 pm – 8:00 pm</i>

Friday and Saturday	
November 1, 2012 Thursday	<i>Florida H.O.G. Rally – Downtown Tavares – 5:00 pm</i>
November 6, 2012 Tuesday	<i>2012 Election</i>
November 8, 2012 Thursday	<i>Taste of Tavares</i>
November 9, 2012 Friday	<i>Art Around Town – Downtown Tavares – 5:30 pm</i>
3 <sup>rd</sup> Friday of the Month	<i>Classic Car Show – Main Street – 6:00 pm to 9:00 pm</i>
Saturday Evenings	<i>Floating Ghosts Séance Tour of Downtown Tavares – Railroad Station, Wooton Park - Sunset (approx. 7:15 pm) – Call 352-617-8808 for reservations</i>
Saturday and Sunday *NOTE: Train service will be temporarily suspended due to construction from July 5, 2012 until September 1, 2012	<i>Orange Blossom Cannonball Train – Train Station Wooton Park – Departure time and ticket information available at <a href="http://www.orangeblossomcannonball.com">www.orangeblossomcannonball.com</a> or call 352-742-7200</i>

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
September 5, 2012**

**AGENDA TAB NO. 15**

**SUBJECT TITLE: City Councilmembers Report**

---

**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY:**

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

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

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