

**AGENDA
TAVARES CITY COUNCIL**

**OCTOBER 17, 2012
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Chase Allen, Youth Pastor, 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) Minutes of October 3, 2012 - Deferred

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Recognition of Eagle Scout for Architectural Rendering of Picnic Pavilion at Nature Park Tammey Rogers

Tab 3) Customer Service Week Mayor Wolfe

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 4) Request for Road Closure for Howl O Fest Event Bill Neron

Tab 5) Request for Road Closure for Hog Rally Event Bill Neron

Tab 6) Approval of Monster Splash Fly In Event and Associated Contracts (TDC Grant and Agreement with Air Boss) Bill Neron

Tab 7) Interlocal Agreement with Lake County and Rodger Kooser Jacques Skutt

regarding Alleyway near Hotel

- | | |
|--|----------------|
| Tab 8) Authorization to Transfer Funds between Line Items in the Police Budget | Stoney Lubins |
| Tab 9) Award of Bid to Construct Improvements to Todd Way Cul de Sac | Chris Thompson |
| Tab 10) Approval of Bid Award for Cleaning Contract | Lori Houghton |

IX. ORDINANCES/RESOLUTIONS

FIRST READING

- | | |
|--|---------------|
| Tab 11) Ordinance #2012-37 – Amendment to Land Development Regulations to Combine the Water & Wastewater Funds | Lori Houghton |
|--|---------------|

SECOND READING

- | | |
|--|---------------|
| Tab 12) Ordinance #2012-26 – Amendment to Land Development Regulations to Allow Stand Alone Wine & Beer Establishments in Certain Zonings | Jacques Skutt |
| Tab 13) Ordinance #2012-31 – Rezoning of Wooton Park Expansion Site to Public Facilities District – 3.61 Acres | Jacques Skutt |
| Tab 14) Ordinance #2012-32 – Small Scale Future Land Use Amendment for Wooton Park Expansion Site to Public Facility/ Institutional – 3.61 Acres | Jacques Skutt |
| Tab 15) Ordinance #2012- 33 – Amendment to Ordinance #2007-36 for Stormwater Fees per Adopted FY 2013 Budget | Lori Houghton |

RESOLUTIONS

X. GENERAL GOVERNMENT

- | | |
|--|---------------|
| Tab 16) Approval of Contract Language with Lake County Sheriff for Dispatch Services | Stoney Lubins |
| Tab 17) Establishment of Management Collective Bargaining Team for Police Union Negotiations | John Drury |

| | |
|---|----------------|
| Tab 18) Approval of Ranking of Request for Proposals for Building Official Services | Jacques Skutts |
| Tab 19) Authorization for Malcolm Pirnie to Design Phase 1 for Ruby Street Stormwater Project | Brad Hayes |
| Tab 20) Approval of Interlocal Agreement with Lake County for Replacement and Maintenance of City Traffic Signs | Chris Thompson |
| Tab 21) Discussion of Utility Lien Policy & Procedures | Lori Houghton |
| Tab 22) Removal of Contaminated Soil from Captain Haynes Road Site | Chris Thompson |

XI. OLD BUSINESS

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

| | |
|----------------------------|---------------------|
| Tab 23) City Administrator | John Drury |
| Tab 24) Council Reports | City Councilmembers |

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

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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

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

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

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO. 2

SUBJECT TITLE: Recognition to Eagle Scout Candidate Garrett McCormack

OBJECTIVE: To acknowledge the achievements of Eagle Scout Candidate Garrett McCormack for his pursuit of his Eagle Scout service project—building a picnic pavilion at the Tavares Nature Park.

SUMMARY: Local Lake County Eagle Scout candidate, Garrett McCormack, recently approached city staff with the request to fulfill his service project by building a picnic pavilion at the Tavares Nature Park.

To date, Garrett has raised nearly \$3,000.00 for the building materials, he has secured the services of an architect to produce the architectural plan and he has secured the services of an engineer to seal the plans. The project will be built by Garrett and other scouts along with the assistance of his father and his construction crew.

This family picnic pavilion will be located near the center of the park and will be Garrett's final step in a long process to earn scouting's highest honor, the Eagle Scout merit badge.

The project's initiative enhances the overall appeal of the park, offers families the opportunity to picnic in this wonderful park and serves to fulfill one of the FCT land grant management plan requirements of building a pavilion on park lands.

As an added note, Garrett recently turned 15 years of age and will soon be pursuing his pilot's license.

OPTIONS: n/a

STAFF RECOMMENDATION: n/a

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: n/a

THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO. 3

SUBJECT TITLE: Proclamation for Customer Service Week

OBJECTIVE:

The Mayor will read a proclamation designating October 22 – 26, 2012 as Customer Service Week.

SUMMARY:

See attached proclamation

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.



PROCLAMATION

CUSTOMER SERVICE WEEK

Whereas, in 1992 the United States Congress proclaimed that National Customer Service Week be recognized as an annual event; and

Whereas, National Customer Service Week is set aside to recognize the importance of service excellence and to honor those who demonstrate outstanding customer service and who consistently perform their duties with the highest level of professionalism; and

Whereas, the City of Tavares recognizes that the most successful businesses, organizations, and government agencies are those that display a strong commitment to customer satisfaction; and

Whereas, the City of Tavares understands the vital role customer service plays in providing a positive image for this organization; and

Whereas, the City of Tavares wishes to recognize and extend its appreciation to its Customer Service Representatives for their professionalism and commitment to excellent customer service and to all customer service representatives throughout Tavares.

Now therefore, I Robert Wolfe, Mayor of the City of Tavares, do hereby proclaim the week of October 22 through October 26, 2012, as **Customer Services Week** in the City of Tavares.

PASSED AND DULY ADOPTED in regular session this 17th day of October, 2012

Mayor Robert Wolfe
City of Tavares

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO. 4

SUBJECT TITLE: APPROVAL OF STREET CLOSURE FOR 2012 HOWL'O'FEST EVENT

OBJECTIVE:

To approve street closures in conjunction with the Howl'O'Fest event to be held October 26-27, 2012 in downtown Tavares.

SUMMARY:

The Tavares Chamber of Commerce/Business Development Committee has filed the attached Event Application for the Howl'O'Fest event to be held October 26-27, 2012 in downtown Tavares.

This event has been held downtown in past years and has proved to be family friendly and very successful in attracting people to the downtown area.

The City of Tavares will be providing limited staff support and services to this event as outlined in the Event application.

Since the event requires limited street closings, the event application has to be approved by City Council.

OPTIONS:

1. That the City Council approves the street closures reflected in the attached Event Application for the Howl'O'Fest event.
2. That the City Council not approve the street closures.

RECOMMENDATION

Staff recommends that the City Council approved the street closures reflected in the attached Event Application for the Howl'O'Fest event

FISCAL IMPACT:

The fiscal impact will be the provision of the in-kind services provided by the City as requested in the attached Event Application.

LEGAL SUFFICIENCY:

All options are legally sufficient.



SPECIAL EVENT
PERMIT APPLICATION

City of TAVARES
201 E. Main Street, Tavares, FL 32778
Phone: (352) 742-6213 Fax: (352) 742-6087

Date Received OCT 02 2012

Permit Number 12-825

Use this form for any event where anticipated attendance exceeds 300 people per day.
Examples of Special Events include, but are not limited to: Parades, Festivals, Carnivals,
Runs/Races/Walks, Art Shows, Concerts, Special Musical Presentations, Street Dances, Photography
Shows, Contests/Competition/Sporting Events and Fireworks Displays.

Council approval is required for Special Events involving street closings, City co-sponsorship or has a crowd
attendance in excess of 2,000 people per day.

Completed application with all necessary attachments is required thirty (30) days prior to the actual event (sixty (60)
days if Council approval is required). For information call (352) 742-6213.

Organization: Tavares Chamber of Com. / Balsa Development Comm

Name/Nature of Event: Howlerfest

Event Category: (See attached City Event Policy). Circle appropriate event category:

(1) City Organized (2) Full City Supported (3) Limited City Supported (4) Non-City Supported

Website: _____

Location of event (Attach Site Plan): Wooten Park, Ruby Street

Set-Up Time Actual Event Times Take Down Time

Date: 10.26.12 9 AM to 7 PM to _____

Date: 10.27.12 2 PM to 4 to 11 AM to _____

Date: _____ to _____ to _____ to _____

Has this event been held in the past? If so, when was the last event? 2011

Individual Contract for Activity/Event: Colleen Neuberg Email Address: houburg@car.com

Cell Phone: 352.205.5992 Office Phone: _____

Address: _____ Fax: _____

Major Sponsor(s): Grant Miller, D'Keefe Old Fortney, Blomquist

Promoter(s): At different from "Individual Contract" Cell Phone or Contact #: 352.205.5992

Items 1-3 marked yes require City Council approval.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 2,000 or more? Actual anticipated number: <u>2000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? (If yes, provide location on site plan.) Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with City of Tavares Police Department, Department of Transportation and Emergency Services review and approval. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of entertainment and time(s) of performance(s). Indicate stage location(s) on site plan. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lake County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Banners, Signs, etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Alcoholic Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? (If yes, please check one or both.) A copy of the Florida Beverages Commission permit is required at the time of application and prior to event approval. Permit Holder: _____ Division of Alcoholic Beverages and Tobacco: (407) 245-0785. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Public Safety: Will Police and Emergency Services Personnel be requested? (Based on responses to questions, certain Public Safety personnel may be required i.e., Police, First aid, Paramedics, emergency services, fire, etc.) Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety personnel staff necessary to assist with the event. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Tents/Canopies: Will tents or canopies be used? If yes, indicate on site plan the tent size, location and type of surface on which the tent(s) will be installed and intended use of each tent. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? If yes, indicate location of equipment on site plan. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Food/Cooking: Will food be cooked _____ catered _____ on site during this event? Indicate on site plan the location of vendors and cooking equipment to be used. (Appropriately rated fire extinguishers required.) The applicant is responsible for obtaining required food permits from the Florida Department of Business and Professional Regulation-Division of Hotel and Restaurant Management- 850-787-1395. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

13. Sanitary Facilities:
 Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

Yes No

14. Trash: Will additional refuse containers/dumpsters be provided?

15. Insurance Requirement: (Events on City property or City co-sponsored). Please provide the City of Tavares with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured.

16. Request for Use of City Services, Staff or Equipment: Will you be requesting the use of any City services, assistance from any City staff, or use of any City owned equipment? Please note that this request must be approved by the City Administrator and the applicant may incur a cost for the use of these.

Indicate your needs by checking the appropriate box.

- Trash Pickup \$85/hr
- Trash Containers \$10/day/each
- Stage (4'x8') \$95/day
- First Aid Station \$30/hr
- Police/Security \$30/hr (6 hour minimum)
- Generator \$50/day
- Light Tower \$100/day
- Custodial (Restroom Cleaning) \$30/hr
- Bleachers \$600/day/each
- Fencing/Barricades \$1,350/day
- Port-a-Let (Regular) \$85.00/day/each
- Port-a-Let (Handicap) \$150.00/day/each
- Wash Station \$75.00/day/each
- Other _____

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGED, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY ADMINISTRATOR AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Tavares, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant [Signature] Date 10.2.12
 Comments: _____

City Administrator _____ Date _____
 Comments: _____

Howl-O-FEST.....October 26 & 27th, 2012

Event on 10/26/12 starts at 7pm-11pm

Event on 10/27/12 starts at 4pm-11pm

EVENT APPLICATION ATTACHMENT

This yearly event is put together by the Tavares Chamber of Commerce and the Business Development Committee.

The following are the items being requested in kind from the City.

- **Portable Toilet** (2 units by Pressed for Time Parking lot on New Hampshire, 2 units at the Haunted Field west of Al's Landing, 2 unit as close to Main Street as possible, and the other units to be placed in the customary location for other City events).
- **Police Officer** located in the vicinity of the ticket sales which will be at Pressed for Time. This service will be needed both days from 7pm-11pm. Officer presence on 10/27/12 will also be needed during the Trunk/Treat event as we had record number of attendees last year.
- **Barricades** will be needed at various points. Please refer to site plan for same.
- **Stage** will be needed at the large event pad on Wootton Park. This will serve the costume contest for the children as well as the dogs. Please provide 10 pieces of the stage which will allow the area to be 320 sq.ft. To be placed at the West end of the event pad.
- **Electrical Boxes** please connect 1 electrical box at the by the west end of the event pad.
- **Garbage cans** please supply cans at Main Street & Rockingham, Main Street & New Hampshire, Along Ruby Street and along Wootton Park for the event.
- **County Garage** in lieu of the huge crowds that attended the Howl-O-Fest last year. Please make provisions to have the garage open until 11pm on Saturday. The BDC has made arrangements for shuttle service to the ticket area of the Haunted Field.
- **Traffic Sign** please set up the traffic sign on 441. Alerting everyone of Howlofest Event 10/26 & 10/27 in Downtown Tavares, please watch for Children!
- **Light Bar** please set up light bar at the Press For Time Parking area. This will light the ticket window and provide a safe environment.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO. 5

SUBJECT TITLE: APPROVAL OF STREET CLOSURE FOR HOG (HARLEY'S OWNERS GROUP) STREET PARTY

OBJECTIVE:

To approve street closures in conjunction with the HOG Rally Street Party to be held in downtown Tavares on Thursday evening November 1, 2012.

SUMMARY:

Several downtown businesses represented by Lou Buigas, event coordinator, has filed the attached Event Application for the HOG Rally Street Party event to be held Thursday evening, November 1, 2012 in downtown Tavares.

The first weekend in November Lake County is hosting the Florida State HOG (Harley Owners) statewide event. On Thursday evening November 1st, Tavares has been selected as the final stop for the Poker Run event that day. It is estimated that 500 plus bikers will be participating in the event and visiting Tavares.

The City of Tavares will be providing limited staff support and services to this event as outlined in the Event application.

Since the event requires limited street closings, the event application has to be approved by City Council.

OPTIONS:

1. That the City Council approves the street closures reflected in the attached Event Application for the HOG Rally event.
2. That the City Council not approve the street closures.

RECOMMENDATION

Staff recommends that the City Council approved the street closures reflected in the attached Event Application for the HOG Rally event

FISCAL IMPACT:

The fiscal impact will be the provision of the in-kind services provided by the City as requested in the attached Event Application.

LEGAL SUFFICIENCY:

All options are legally sufficient.



REVISED

SPECIAL EVENT PERMIT APPLICATION

City of Tavares
201 E. Main Street, Tavares, FL 32778

Phone: (352) 742-6213 Fax: (352) 742-6087

RECEIVED stamp

Date Received OCT 01 2012

Permit Number 12-819

Use this form for any event where the anticipated attendance exceeds 300 people per day. Examples of Special Events include, but are not limited to: Parades, Festivals, Carnivals, Runs/Races/Walks, Art Shows, Concerts, Special Musical Presentations, Street Dances, Photography Shoots, Contests/Competition/Sporting Events and Fireworks Displays.

Council approval is required for Special Events involving street closings, City co-sponsorship or has a crowd attendance in excess of 2,000 people per day.

Completed application with all necessary attachments is required thirty (30) days prior to the actual event (sixty (60) days if Council approval is required). For information call (352) 742-6213.

Organization: Hog Rally

Name/Nature of Event: Street Party in Tavares

Event Category (See attached City Event Policy). Circle appropriate event category:

- (1) City Organized (2) Full City Supported (3) Limited City Supported (4) Non-City Supported

Webpage:

Location of event (Attach Site Plan): Wooten Park Event Park, Ruby Street, Records Bldg.

Table with 4 columns: Date, Set-Up Time, Actual Event Times, Take Down Time. Includes handwritten entries for dates 10-31-12, 11-01-12, 11-02-12 and times 2P to 4PM, 6P to 10P, 4PM to 5PM.

Has this event been held in the past? No If so, when was the last event?

Individual Contact for Activity/Event: Lou Buigas Email Address: LouBuigas@aol.com

Cell Phone: 352-205-5992 Office Phone: 352-205-5992

Address: 32047 Harris Rd Fax:

Major Sponsor(s): Brent Miller, O'Keefe's, Al's Laundry, Dalton Bail Bond

Promoter(s): Hodge Posth, Inc Cell Phone or Contact #: 352 205 5992

(If different from "Individual Contact")

Items 1-3 marked yes require City Council approval.

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 2,000 or more? Actual anticipated number: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? (If yes, provide location on site plan.) Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with City of Tavares Police Department, Department of Transportation and Emergency Services review and approval. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of entertainment and time(s) of performance(s). Indicate stage location(s) on site plan. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791: and NFPA 1123 and obtain any applicable Lake County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Banners, Signs, etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Alcoholic Beverages: Will alcoholic beverages be sold _____ or <u>consumed</u> _____ on the premises? (If yes, please check one or both.) A copy of the Florida Beverages Commission permit is required at the time of application and prior to event approval. Permit Holder: _____ Division of Alcoholic Beverages and Tobacco: (407) 245-0785. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Public Safety: Will Police and Emergency Services Personnel be requested? (Based on responses to questions, certain Public Safety personnel may be required i.e., Police, First aid, Paramedics, emergency services, fire, etc.) Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety personnel staff necessary to assist with the event. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Tents/Canopies: Will tents or canopies be used? If yes, indicate on site plan the tent size, location and type of surface on which the tent(s) will be installed and intended use of each tent. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? If yes, indicate location of equipment on site plan. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? Indicate on site plan the location of vendors and cooking equipment to be used. (Appropriately rated fire extinguishers required.) The applicant is responsible for obtaining required food permits from the Florida Department of Business and Professional Regulation-Division of Hotel and Restaurant Management- 850-787-1395. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

13. **Sanitary Facilities:**

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

Yes No

14. **Trash:** Will additional refuse containers/dumpsters be provided?

15. **Insurance Requirement:** (Events on City property or City co-sponsored). Please provide the City of Tavares with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured.

16. **Request for Use of City Services, Staff or Equipment:** Will you be requesting the use of any City services, assistance from any City staff, or use of any City owned equipment? Please note that this request must be approved by the City Administrator and the applicant may incur a cost for the use of these.

Indicate your needs by checking the appropriate box.

- Trash Pickup \$85/hr
- Trash Containers \$10/day/each
- Stage (4'x8') \$95/day
- First Aid Station \$30/hr
- Police/Security \$30/hr (6 hour minimum)
- Generator \$50/day
- Light Tower \$100/day

- Custodial (Restroom Cleaning) \$30/hr
- Bleachers \$600/day/each
- Fencing/Barricades \$1,350/day
- Port-a-Let (Regular) \$85.00/day/each
- Port-a-Let (Handicap) \$150.00/day/each
- Wash Station \$75.00/day/each
- Other

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGED, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY ADMINISTRATOR AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Tavares, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.


Signature of Applicant

Date

Comments: _____

City Administrator

Date

Comments: _____



Personal Injury Attorneys

THUNDER ON THE WATERFRONT Tavares Entertainment District*

 **LIVE MUSIC** 

**on the Waterfront in Wooton Park
6 - 10 pm Thursday, November 1st
also at ALS Landing
O'Keefe's Irish Pub
Ruby Street Grill**

*Tavares really knows how to throw a Street Party!
Within the Entertainment District you can legally carry
your adult beverage from one hot spot to the next.
Special approved containers are available at downtown
restaurants.



HOG RALLY EVENT

Thunder on the WaterFront a Street Party in Tavares

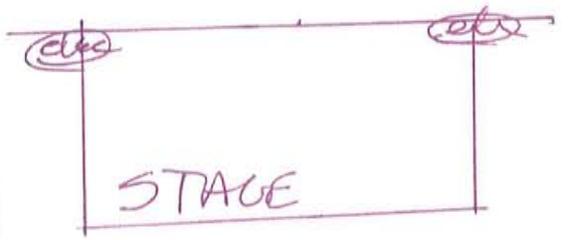
EVENT PAD

This event will take place on the WaterFront in Downtown Tavares. The event pad on Wooton Park will have a stage set up approx. 320 square feet located on the east side of the event pad. A live band will start playing at 6pm, and the band will be All of the Above , it is a classic rock back. The live music at this venue will end at 10pm.

At this location the following in-kind services are being requested:

- **Stage** 10 pieces of the stage(each piece is 4x8) this will total 320 sq.ft.
- **4 electrical boxes** (2 on the east side of the event pad & 2 at the west end of the event pad)
- **Barricades** will be needed (approximately 10) to secure the parking lot in front of the event pad. This parking lot will be identified as BIKES ONLY.
- **Trash cans** (approximately 4)
- **Lights** to be kept on at night.

Diagram.....



EVENT FOLD

~~elect~~

~~elect~~

⁴ PARKING

BIKES

ON LG.

BUNNIES. DITCH SIDE

= 8 TOTAL

HOG RALLY EVENT

STREET CLOSURES.....

During the HOG Rally event on the Waterfront in Tavares Nov.

Please close the following streets for BIKE ONLY traffic...

Barricades will be needed at all of these points of access to Ruby Street . T

Ruby Street.... From St.Clair Abrams at the east. To LakeView Ally at the west (which is in front of Al'sLanding)...

The parking lot to the east of Al'sLanding also needs to be for Bikes Only. Please post no parking after 2pm on 11/1/12.....

Rockingham from Main Street will be closed , Bikes Only.

New Hampshire from Main Street will be closed, Bikes Only.

Portable Toilets

Please place the units along Ruby Street in the same location that they are placed for other events.

Police Officers

During the event that will start at 6pm and end at approximately 10pm. Please provide 2 officers to patrol/walk Ruby Street.

Traffic Sign

Please set up traffic sign on 441 directing Bikers to the event on the WaterFront. "Welcome HOGS to the Tavares Street Party Drive safely into the WaterFront ".

St Clair Ave

Banana

Bikes only
Powers lot

Ruby Street
Bikes only

Bikes
Picking Bank

New Hampshire (3)

Bikes only
Al's
New Hampshire

Lake View
Ave
Banana (2)

Parking Lot at the Records Building...

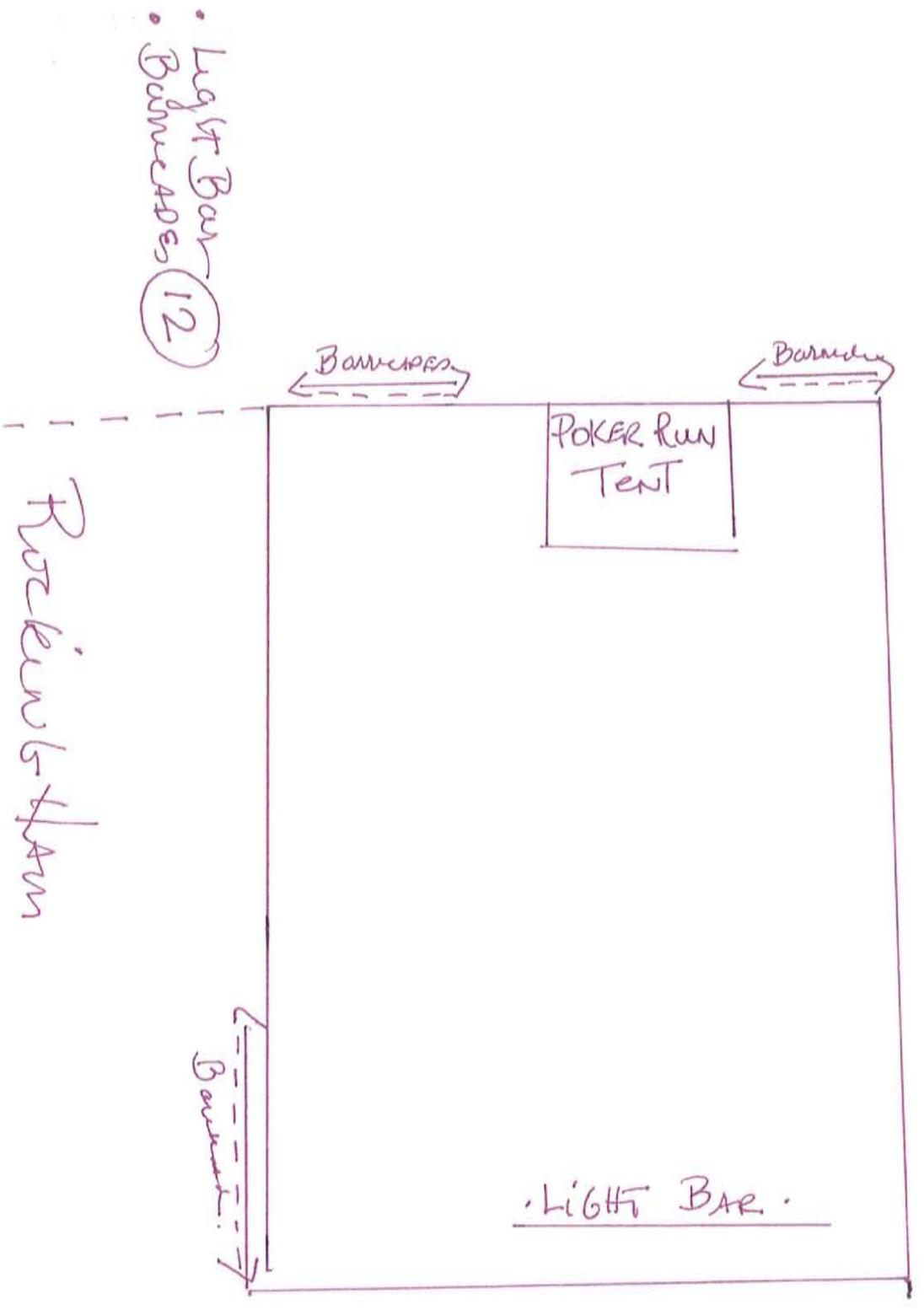
POKER RUN TENT

This location will house the Poker Run tent. The tent will be set by 3pm on Nov.1st. The tent is provided by one of the event sponsors.

Please close off this parking lot by 2pm on Nov.1 . at this location we will need approximately 15 barricades to close off the parking lot . This are area will be designated for Bikes Only.

- Barricades approximately 15
- Light Bar to be placed in this parking lot , directly behind the building.
- No parking signs as of 11/1/12 at 2pm.

Records Bldg
Parking lot



• Light Bar
• Barriers (12)

Forklifts Area

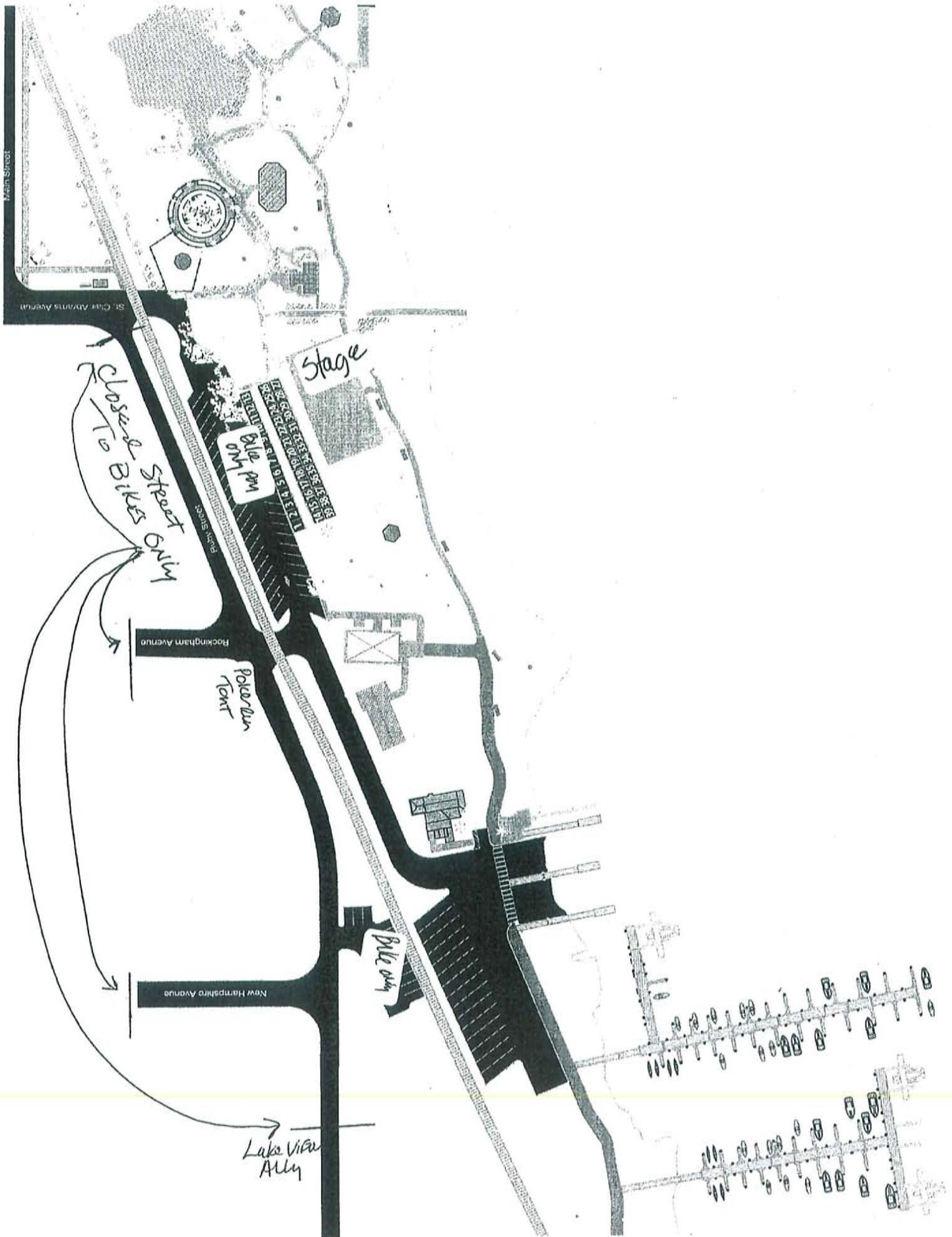
Light Bar

Poker Run Tent

Barriers

Barriers

Barriers



Main Street

St. Clair Avenue

Closing Street Only
Bike only

stage

Bike only

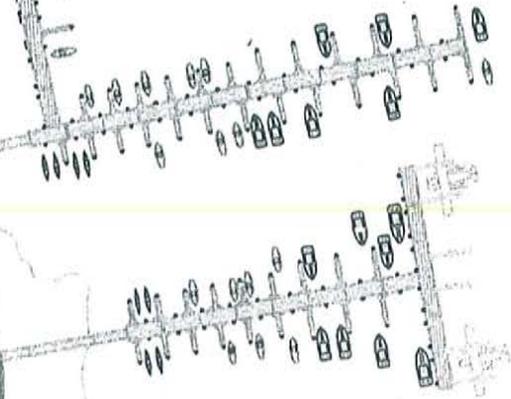
Police Area
Tent

Rockingham Avenue

Bike only

New Hampshire Avenue

Lake View
Ally



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: OCTOBER 17, 2012**

AGENDA TAB NO: 6

**SUBJECT TITLE: The City of Tavares presents: "The Monster Splash"
Halloween Seaplane Fly-In – October 27, 2012**

OBJECTIVE:

To have City Council approve the following:

- a. "The Monster Splash" – Halloween Seaplane Fly-In event for October 27, 2012 at Wooton Park
- b. The attached Agreement relating to having an Air Boss for The Halloween Seaplane Fly-In at a total expense of \$1,500
- c. The attached Agreement with Lake County Tourist Development to receive sponsorship for the Halloween Seaplane Fly-In in the amount of \$1,000

SUMMARY:

In 2012, the City of Tavares hosted its first Seaplane Fly-In at Wooton Park on April 28th. Over 44 seaplane pilots participated in the event, taking part in various informal competitions and demonstrating their flying skills. A large crowd, estimated at 750, was on hand to welcome the pilots as they arrived to "America's Seaplane City"!

The fly-in was a great success and a second fly-in for fall was encouraged. The City is continuing to develop seaplane fly-in events, strengthening the City's branding as "America's Seaplane City". In the Tavares spirit of innovation, we are approaching the fall fly-in with a new concept to the world of fly-ins: themed fly-in events. "The Monster Splash" Halloween Seaplane Fly-In will feature entertaining competitions such as "The Smashing Pumpkin Drop", seaplane ride raffles for event attendees, and prizes & awards for pilots.

The date for the Halloween Seaplane Fly-In is set for Saturday, October 27, 2012, from 9am to 3pm at Wooton Park. The estimated cost for an Air Boss is

\$1,500.00. This fee provides for a professional and insured "Air Boss" to direct the fly-in activities, including the contests, safety procedures and event development.

The Lake County Tourist Development Committee believes our fly-in event to be valuable to the area after reviewing the TDC Funding Application sent in by City staff. The TDC is offering \$1,000 in support of the Halloween Seaplane Fly-In. These funds, if accepted, will be used towards prizes and awards, promotional materials and general event expenses.

City expense for the Air Boss would be covered by the Fiscal Year 2013 CRA-TIF revenues that are included in the City's approved FY 2013 budget. The sponsorship funds from Lake County TDC would go into the current FY 2013 CRA-TIF revenues.

Staff is requesting Council to approve the Halloween Seaplane Fly-In event date for October 27, 2012, to approve the attached Agreement to have an Air Boss for the event, and to approve the attached Agreement with Lake County TDC to receive sponsorship for the Halloween Seaplane Fly-In.

OPTIONS:

1. To approve the Halloween Seaplane Fly-In event date for October 27, 2012 at Wooton Park; to approve the attached Agreement to have an Air Boss for the Halloween Seaplane Fly-In; to approve the attached Agreement to receive Lake County TDC Funds for the Halloween Seaplane Fly-In.

2. To not approve the Halloween Seaplane Fly-In event date for October 27, 2012 at Wooton Park; to not approve the attached Agreement to have an Air Boss for the Halloween Seaplane Fly-In; to not approve the attached Agreement to receive Lake County TDC Funds for the Halloween Seaplane Fly-In.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the Halloween Seaplane Fly-In on October 27, 2012, approve the Agreement to have an Air Boss for the Halloween Seaplane Fly-In, and approve the Agreement with Lake County TDC to receive event sponsorship.

FISCAL IMPACT:

The estimated City out-of-pocket expenditures of \$1,500 will be covered by Fiscal Year 2013 CRA-TIF revenues contained in the City approved FY 2013 budget. The TDC Funds of \$1,000 will go towards our FY 2013 CRA-TIF revenues.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached Agreements.



SATURDAY OCTOBER 27, 2012

TAVARES, FLORIDA

"America's Seaplane City" invites YOU to join us Saturday, October 27th starting at 9am at beautiful Wooton Park. Seaplane pilots that fly-in will receive a *\$10 dining voucher* to our downtown restaurants. Join in on the **2012 MONSTER SPLASH – Halloween Fly-In Competitions** featuring: The Fastest "S-take" Off (grouped according to horsepower), Smashing Pumpkin Drop and Franken-Spot Landing Contest! *Awards and prizes!* **REGISTER TODAY!**

- 9:00am** **Seaplanes Welcome!**
First 20 pilots to arrive receive a limited edition 2012 MONSTER SPLASH T-Shirt!
- 9-10:45am** **Registration at the Prop Shop** Pick up your \$10 Downtown Dining Voucher & confirm contest participation. Free ice-cold Tavares bottled water, fresh coffee and clean restrooms available at the Prop Shop.
- 9:30-10:30am** **Kid's Pumpkin Drop Decorating** Kids are welcome to sit down and paint a face on a pumpkin for the drop! Be sure to enter your name into the seaplane ride raffle!
- 10:45am** **Pilot briefing at The Prop Shop**PILOTS THAT WISH TO COMPETE MUST ATTEND THIS MEETING**
- 11am** **Bomb Drop & Spot Landing Contest**
- 12pm** **Shortest Take Off Contest followed by Awards**
- 12:45pm** **Seaplane Pilots Hang Out**
Enjoy lunch at one of our amazing downtown restaurants with your voucher!
Stay overnight with special room rates & Monster Mash Halloween party at the Lakeview Inn!
Stay for HOWL-O-FEST and enjoy Haunted Hayrides, Spooktacular Boat Tours, Pumpkin & Haunted Train Rides and the Floating Ghosts Séance Tour! See the Downtown Tavares page for more information!

AGREEMENT

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

RECITALS

1. The City desires to enter into an agreement with Vendor for the provision of Air Boss services at The Halloween Seaplane Fly-In at Wooton Park.
2. Vendor desires to enter into an agreement with the City to provide said services, and further agrees to be bound by the terms and conditions of this Agreement.

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

1. The Vendor agrees to provide Air Boss services at The Halloween Seaplane Fly-In at Wooton Park. Air Boss services include coordinating the event's competitions, pilot briefings, all related safety guidance and working with the City on event ideas and development.
2. The Halloween Seaplane Fly-In is to be held on the Tavares Waterfront on October 27, 2012.
3. In addition to providing The Halloween Seaplane Fly-In Air Boss services as described in Paragraph 1, Vendor shall be responsible for the following:
 - a. Provide all necessary equipment related to providing Air Boss services.

b. Employ a Qualified "Air Boss" (as that phrase is generally understood) to supervise The Halloween Seaplane Fly-In.

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

4. In exchange for the Vendor's obligations, the City shall pay Vendor ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500). The City shall make the payment in the amount of ONE THOUSAND AND FIVE HUNDRED DOLLARS (\$1,500) on October 19, 2012.

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

6. The parties agree that if Vendor violates the terms and conditions of this Agreement, or violates any other applicable state, county or municipal ordinances, the City shall have the option to immediately terminate this Agreement.

7. Vendor shall be responsible for obtaining any and all necessary licenses, health certificates, permits, or other documents required to provide Air Boss services.

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

9. Should Vendor breach the terms of this agreement, causing the City

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

Dated this ___ day of _____, 2012.

CITY

VENDOR

John Drury, City Administrator
City of Tavares, Florida

Air Boss Solutions, LLC
By: Jon Pawelkop, Owner

Attest:

Attest:

EXHIBIT A
HALLOWEEN SEAPLANE FLY-IN AGREEMENT
AIR BOSS SOLUTIONS, INC.
OCTOBER 27, 2012

INSURANCE REQUIREMENTS

- i. \$1M airport liability, combined single limit each occurrence (\$1M bodily injury per person, to include passengers and bystanders) and property damage
 - ii. \$2M airport liability aggregate
 - iii. The City of Tavares is added additional insured with endorsement, and certificateholder
 - iv. Waiver of subrogation in favor of the City of Tavares
 - v. In-force certificate of insurance must be provided on a standard Acord form, with accompanying endorsement attached (refer to Item viii), **no later than 15 days prior to the event.**
-

**AGREEMENT BETWEEN
THE
CITY OF TAVARES
AND
LAKE COUNTY, FLORIDA
FOR TOURIST DEVELOPMENT SPONSORSHIP**

THIS AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Tavares, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred to as "Coordinator."

WHEREAS, Section 13-46, Lake County Code, establishes and imposes the tourist development tax within Lake County; and

WHEREAS, Section 13-47, Lake County Code, sets forth the permitted uses of the tourist development tax; and

WHEREAS, Section 13-47(2)(b), Lake County Code, allows the tourist development tax to be used to promote and advertise tourism in the State of Florida; and

WHEREAS, the Monster Splash – Halloween Seaplane Fly-In is an event which is projected to bring approximately 355 participants, with a projected number of rooms nights of 20; and

WHEREAS, the County desires to fund the event in 2012.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

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

2. Coordinator Obligations. Coordinator shall agree to conduct the event known as the Monster Splash – Halloween Seaplane Fly-In, in Tavares, Florida on October 27, 2012, hereinafter "Event," as Coordinator describes such Event in **Exhibit A**, attached hereto and incorporated herein by reference as a material part of this Agreement. It is further agreed between the parties that Coordinator, in connection with the Event, shall:

- A. Stage the Event and be responsible for all expenses incurred in connection with the staging of the Event (with the exception of those listed below as the County's responsibility).
- B. Provide rules and regulations for the Event, and solicit and acquire all participants for the Event.

- C. Pay the expenses, or cause to be paid the expenses, of all personnel specifically engaged by Coordinator to work in connection with the Event.
- D. Obtain any and all governmental permits required to conduct this Event and comply with all applicable Federal, State and local laws as they pertain to this Event.
- E. Design, arrange, print and distribute, or cause to be designed, printed or distributed, marketing material for the Event and be responsible for the selling or placing of advertising in relevant media, for the purposes of promoting the Event.
- F. Allow local media outlets to film, market, or advertise the Event upon request.
- G. Obtain such other sponsors or partners as is necessary to carry out the Event.
- H. Recognize Lake County as an event sponsor with approved use of the County's logo and appropriate wording on all promotional materials, programming, registrations, and media. The County shall additionally be permitted to take promotional videos and photographs to be used for County purposes.
- I. If requested by the County, allocate a location with a table or tent to distribute County promotional materials.

3. County Obligations. The County shall pay to the Coordinator an amount not to exceed **\$1,000.00** in a lump sum draw, upon receipt of an invoice from the Coordinator. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. An invoice shall not be submitted nor payment made until the conclusion of the Event.

4. Term. The term of this Agreement shall be from the date the last party hereto executes this Agreement and shall terminate no later than forty-five (45) days from the conclusion of the Event. Any deliverables required hereunder shall be delivered to the County within this post-event time frame.

5. Default. If Coordinator fails to provide any of the activities identified herein, including but not limited to fails to hold the Event as planned, the County shall have the right to hold the Coordinator in default of the Agreement. Upon a finding of default, the County shall have the right to refuse payment or to reduce the payment as determined appropriate by the County. The County shall notify the Coordinator in writing of the default and of any reduction in the contract amount. The Coordinator shall have ten (10) days in which to respond to the demand and to provide justification as to why such funding should not be reduced. Failure to respond within this time frame shall be considered a waiver of any claims. The County shall have the right to institute proceedings within the Fifth Judicial Circuit to enforce the terms of this Agreement.

6. General Provisions.

A. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY
County Manager
315 West Main Street, Ste. 308
P.O. Box 7800
Tavares, Florida 32778-7800

COORDINATOR
Lauren Farrell, Grant Coordinator
Economic Development
201 East Main Street
Tavares, Florida 32778

cc: Department of Economic Development
& Tourism
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

B. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

C. Severance. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

D. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary. This Agreement supersedes and replaces the Previous Agreements between the parties.

{Remainder of this page left intentionally blank.}

Agreement between Lake County and the City of Tavares for funding of the Monster Splash – Halloween Seaplane Fly-In

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its County Manager, duly authorized to execute the same and by Coordinator, through its duly authorized representative.

CITY OF TAVARES

John Drury, City Administrator

This ___ day of _____, 2012

COUNTY

David Heath, County Manager

This _____ day of _____, 2012.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

EXHIBIT A
Page 1 of 4



LAKE COUNTY TOURIST DEVELOPMENT
SPONSORSHIP FUNDING APPLICATION

SPONSORSHIP AMOUNT REQUESTED: \$1,500

A. Background

1. Name of Event/Project THE MONSTER SPLASH - Halloween Seaplane Fly-In
2. Location/Date/Time Wooton Park, Tavares / October 27, 2012 / 9am-3pm
3. Submit a brief narrative of the event/project and describe in detail the purpose for which your organization is seeking tourist development tax funds:

Seaplane pilots from all over the state of Florida (and some out of state) fly in to the seaplane base to participate in various informal seaplane competitions and demonstrate their flying skills. Pilots will spend the day in Tavares, enjoying lunch in the downtown; the City gives pilots on \$10 meal voucher to encourage this. Pilots and visitors mingle throughout the day, exchanging seaplane stories and checking out the wide variety of seaplanes.

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

B. Submitting Organization Information

1. Name of Submitting Organization City of Tavares
2. Purpose and Mission of Submitting Organization TAVARES - the Capital waterfront City of Lake County; building on a historic foundation; creating an authentic, accessible community of neighborhoods, businesses, and citizen services; distinguishing itself as the defining vision of where you want to be.
3. How long has the organization been operating in Lake County? Since 1880
4. Tax Status of Submitting Organization Municipal Government
5. FEID Number 59-6000438 (Please submit your W-9 with Application)
6. Contact Person and Title Lauren Farrell, Economic Development/Grants Coordinator
Address: 201 East Main Street, Tavares FL 32778
Phone(s): (352) 742-6176 (352) 516-4162 Fax: (352) 742-6351
Email: lfarrell@tavares.org Website: www.tavares.org

EXHIBIT A

Page 2 of 4

C. Event Details

1. Is this a first year event? No If not, how many years has this event taken place in Lake County? First Seaplane Fly-In with competition was in April of 2012.

Are plans being made to have the event in Lake County again next year? Yes

2. Outline of the marketing plan for event (Circle those that apply):

- Regional: Print Radio Television
- National: Print Radio Television
- Online: Social Media Website
- Other: E-mail marketing, local distribution of posters/flyers

3. If the event will be televised, what is the estimated viewership: _____
Additional television information _____

4. Who is managing the event, registration, hotel negotiations, host hotel, activities?

Name: Lauren Farrell Phone(s): (352) 742-6176

5. List additional sponsors/partners: _____

6. Will your event charge an entry fee, admission fee, parking fee, etc.? No If yes to any of these please list:

7. Will you/can you provide a list of attendees and email addresses for Lake County use for marketing purposes? No

8. How many room nights have been blocked out from hotel(s) for the event TBD

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

1) Hotel: Lakeview Inn Contact: Rodger Kooser

2) Hotel: _____ Contact: _____

3) Hotel: _____ Contact: _____

4) Hotel: _____ Contact: _____

5) Hotel: _____ Contact: _____

EXHIBIT A

Page 3 of 4

10. To the best of your knowledge, please fill in the following chart with your projected room night estimates. Some verification of estimates may be requested upon completion of event to approve release of sponsorship funds:

| | |
|--|--------------|
| | Total |
| Projected Room Nights | 20 |
| Bed Tax Exempt Room Nights (If applicable) | |
| Average Nightly Room Rate | \$150 |

11. To the best of your knowledge, please fill in the following Attendee Chart with estimates for the number of attendees in each category. Verification of estimates may be requested upon completion of event to approve release of sponsorship funds:

| Type of Attendee | Origin of Attendee | | | Avg. Length of Stay (Days) |
|---------------------------------------|--------------------|----------------------|-------|----------------------------|
| | Out-of-State | In-State, Non-County | Local | |
| Spectators/Visitors | | 30 | 250 | 1 |
| Vendors | | | | |
| Players/Participants/Coaches – Adult* | | 70 | | 1-2 |
| Players/Participants/Coaches – Youth* | | | | |
| Media/Staff | | 5 | | 1 |

*For sporting events only.

12. How much will the organizer be spending locally to produce the event? \$5k

D. Please Submit the Following Additional Event Information

- Detailed budget for your event
- Detailed agenda or schedule of activities to be held during the event

**AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 17, 2012**

AGENDA TAB NO. 7

CONSENT

SUBJECT TITLE: Interlocal Between Lake County, City of Tavares and Tavares Station –Alleyway between New Hotel & County Parking Lot

OBJECTIVE:

To present to Council a proposed Interlocal Agreement concerning the use, modifications and improvements associated with an unnamed city alleyway running between the new Tavares Station Hotel under construction at 124 South Joanna Avenue and Lake County's Government Parking Lot.

SUMMARY:

Tavares Station Development, LLC, owns property located at 124 South Joanna Avenue, which is adjacent to the County Administration Building and its connecting parking lots. Both properties are in Block 6, according to the Plat of the City of Tavares which contains an unnamed sixteen foot wide alleyway that runs north to south between the two properties.

Tavares Station recently demolished the building located on this property and is in the process of constructing a new hotel. The City of Tavares has approved a site plan for this development which includes opening a portion of the alleyway to through traffic from the hotel. The new hotel will connect to an existing sewer line that runs on County property. This construction and the opening of this alleyway will require modifications to the County's parking lot area currently located on the alleyway.

This Agreement, which was approved by the County's Board of Commissioners on September 25th, outlines each party's responsibilities. Under this agreement, the City agrees to initiate an action to vacate the remaining unused alleyway shown in Exhibit "A", maintain the underground utility line located under the County's parking lot and to allow the County to erect fencing along its property lines subject to the issuance of the usual permits. The proposed agreement has been also approved by Tavares Station.

OPTIONS:

1. That City Council moves to approve the Interlocal Agreement concerning the unnamed alleyway running between 124 South Joanna and Lake County's Parking.
2. That City Council moves to deny the proposed Interlocal Agreement.

STAFF RECOMMENDATION:

Move to approve the proposed Interlocal Agreement concerning the unnamed alleyway running between 124 South Joanna and Lake County's Parking.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY, FLORIDA,

CITY OF TAVARES,

AND

TAVARES STATION DEVELOPMENT, LLC,

REGARDING THE UNNAMED ALLEYWAY LOCATED IN BLOCK 6,

ACCORDING TO THE PLAT OF CITY OF TAVARES

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter "County"), whose address is 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778, **CITY OF TAVARES**, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City"), whose address is Post Office Box 1068, Tavares, Florida 32778, and **TAVARES STATION DEVELOPMENT, LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 1401 East Broward Boulevard #206, Fort Lauderdale, Florida 33301.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in the most efficient manner possible; and

WHEREAS, County owns property described as Lots D, E, F and L, Block 6, Map of Tavares, Plat Book 1, Page 64, Public Records of Lake County, Florida; and

WHEREAS, Tavares Station Development, LLC, owns property described as Lots M and N, Block 6, Map of Tavares, Plat Book 1, Page 64, Public Records of Lake County, Florida; and

WHEREAS, Block 6, according to the Plat of the City of Tavares, contains an unnamed alleyway (hereinafter "Alleyway") which is a sixteen foot (16') wide and runs north-south between Lots D, E and F (on the west), and Lots L, M, and N (on the east); and

WHEREAS, such unnamed alleyway has not been open as a travel way since at least 1976, but a portion of said unnamed alleyway has been utilized as a parking area for persons visiting in or working in County's adjacent buildings; and

WHEREAS, Developer has recently demolished its improvements which were located on Lots M and N and is planning to redevelop its property; and

WHEREAS, Developer's plan, as approved by the City, includes opening a portion of the alleyway to through traffic, which will require modifications to County's parking lot currently located on the alleyway and on the adjacent Lots owned by County, and

WHEREAS, Developer's plan also includes the need to run underground utility lines on the alleyway as well as on portions of Lot E and/or F owned by County, and

WHEREAS, such utility lines will be owned and maintained by City once they are installed by Developer, and

WHEREAS, County is willing to allow the utility line to be installed and maintained on its property by City, and

WHEREAS, City has an existing subsurface utility line that runs north-south through Lots C, D, E, and F of Block 6, all owned by the County, and the City and County desire by this Agreement to recognize that line and memorialize herein the City's right to retain, maintain, and repair that utility line; and

WHEREAS, the parties wish to set forth the responsibilities of each in connection with the aforementioned Developer's project.

NOW THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County, City, and Developer do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct, and hereby incorporated as a material part of this Agreement as fully set forth herein.

Section 2. County agrees as follows:

A. County agrees to allow the installation and maintenance of underground utility lines through Lot E or F, Block 6, City of Tavares. Such lines shall be owned and maintained by the City, although the initial construction may be accomplished by Developer. Any construction on County's property shall be coordinated with the Lake County Facilities Department at least seventy-two (72) hours in advance, exclusive of weekend and holidays, unless an emergency situation exists in which case notice shall be provided as soon as possible after construction or repair is commenced.

B. County agrees to allow Developer to work on Lots E and F as it constructs the new alleyway between Lots E and F and M and N, Block 6. As part of this reconstruction, Developer shall move the existing light poles westward onto County's property and shall repair and restripe parallel parking on County's property. The moving of the lighting, reconstructing of the parking lot and restriping of the parking lot shall be at Developer's sole cost. Any construction on County's property shall be coordinated with the Lake County Facilities Department at least seventy-two (72) hours in advance, exclusive of weekend and holidays. The moving of the lighting, reconstruction of the parking lot and restriping shall be done in accordance with the plans on **Exhibit B** attached hereto.

C. County hereby acknowledges City's existing subsurface utility line running north-south through County's Lots C, D, E and F of Block 6, and hereby grants to the City the right to maintain and repair said line.

Section 3. City agrees as follows:

A. City agrees that it will initiate and action, at its expense, to vacate the portion of the alleyway generally located between Lots D and L, Block 6, City of Tavares. Such area is shown on **Exhibit A** attached hereto.

B. City agrees to maintain the underground utility lines which County is allowing to be installed on its property and to abide by the notice provisions stated above. City also agrees that should repair or reconstruction of such utility lines become necessary in the future, that City will repair any damage caused to County's parking lot caused by such repair or maintenance.

C. City acknowledges and agrees that County shall have the right to erect a fence on its property lines in Blocks 6, City of Tavares, and may restrict parking by means of a gate or other device. Such fencing shall be permitted on County property lines and the only permits that

will be necessary will be a building permit and a fence permit.

Section 4. Developer agrees as follows:

A. Developer agrees that it shall move County's lighting, reconstruct County's parking lot and restripe such parking lot in accordance with the plans on **Exhibit B** attached hereto.

B. Developer agrees to abide by the notice provisions contained in Section 2 above.

C. Developer agrees that it shall not commence any work on its property until appropriate development permits have been issued by City.

Section 5. Termination.

This agreement may be terminated with the written consent of the parties. This agreement shall automatically terminate if Developer fails to obtain development approval from the City by December 31, 2012, if City fails to vacate the alleyway as provided above, or if Developer or City fails to make the improvements described above. Except as expressly provided herein, the obligations, rights, and benefits contained in this Agreement shall be perpetual.

Section 6. Modification.

No modification, amendment or alternative of the terms or conditions herein shall be effective or binding upon the parties hereto unless the same is contained in a written instrument executed by the parties, with the same formality, and of equal dignity herewith.

Section 7. Notices. All required notices pursuant to this Agreement shall be provided to:

- | | |
|--|--|
| A. For City: | With a copy to: |
| City Administrator 201 East Main Street Tavares, Florida 32778 | Robert Q. Williams, Esq. 380 West Alfred Street Tavares, Florida 32778 |
| B. For County: | With a copy to: |
| County Manager P.O. Box 7800 Tavares, Florida 32778 | Sanford A. Minkoff, Esq. P.O. Box 7800 Tavares, Florida 32778 |
| C. For Developer: | |
| Tavares Station Development, LLC 1401 East Broward Boulevard #206 Fort Lauderdale, Florida 33301 | |

Section 8. Effective Date.

This Agreement shall become effective upon the date that the last party hereto executes it. This agreement shall not become effective until City vacates the portion of the alleyway described above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2012 and by City of Tavares action on the ____ day of _____ 2012, signing by and through its Mayor, its representative duly authorized to execute the same; and Developer through its representative duly authorized to execute same.

COUNTY

LAKE COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

ATTEST:

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

Leslie Campione, Chairman
This ____ day of _____, 2012.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

CITY

CITY OF TAVARES, FLORIDA

ATTEST:

Nancy A. Barnett
City Clerk

Robert Wolfe, Mayor
This ____ day of _____, 2012.

Approved as to form and legality:

Robert Q. Williams
City Attorney

DEVELOPER

TAVARES STATION DEVELOPMENT, LLC

Witnesses:

Signature
Printed Name: _____

By: _____
Name: _____

Signature
Printed Name: _____

Its: _____
This ____ day of _____, 2012.

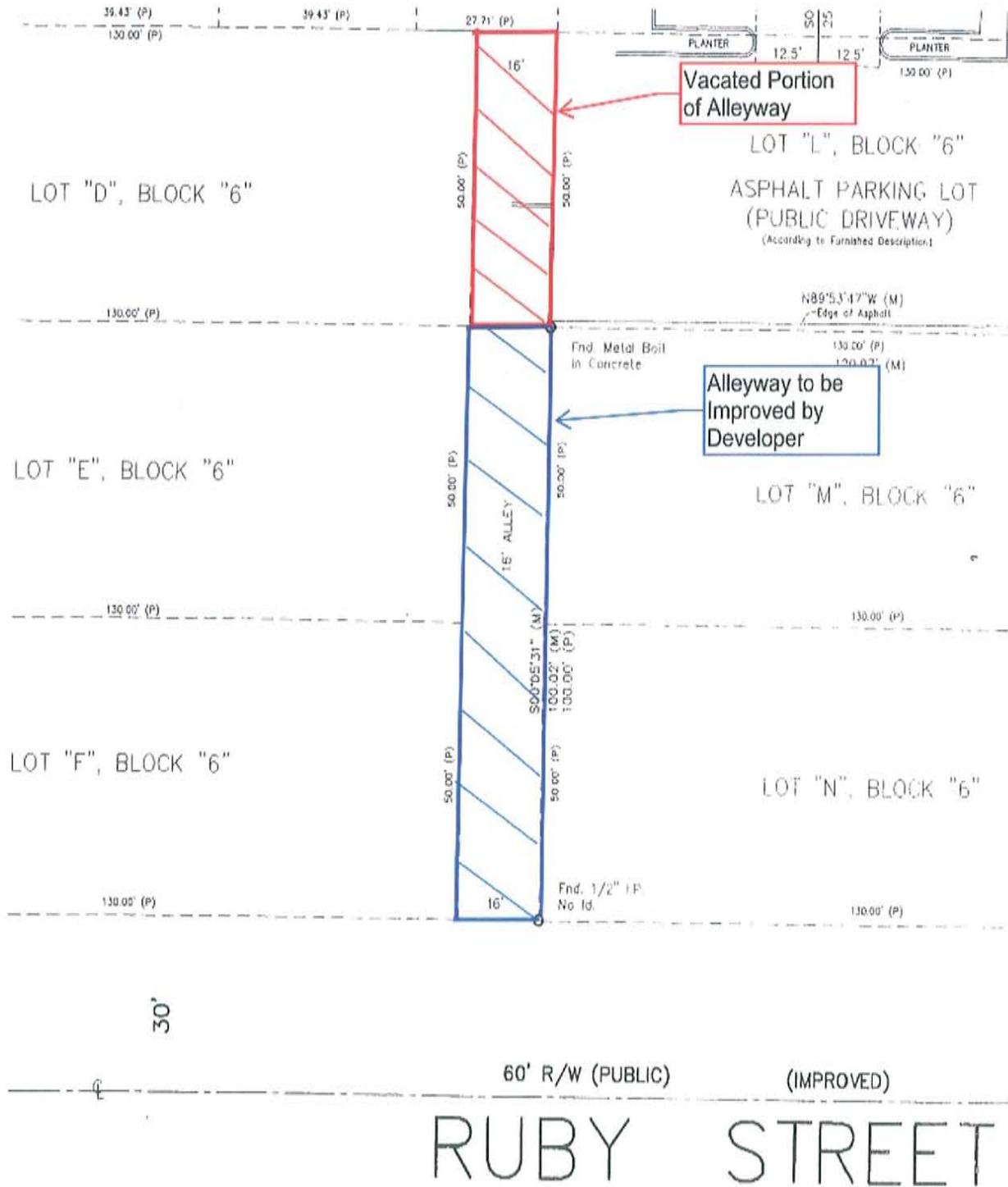
State of _____)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, on behalf of Tavares Station Development, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public (Signature)
Print Name:

EXHIBIT A



THIS PAGE INTENTIONALLY LEFT BLANK



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO.8

SUBJECT TITLE: Police Budget Line Transfers

OBJECTIVE: To obtain council authorization to transfer funds from certain line items to others within the police department budget.

SUMMARY: The following proposed budget line item changes reflect new directions the department is undertaking. These requests are completely budget neutral.

FY 2012-13

1. Lt. Davis' retirement. His position has been eliminated and the city had a liability for him from October 1, 2012 to January 25, 2012. His payout on benefits is approximately \$19,572 and the voluntary separation agreement is approximately \$40,789. That leaves an estimated \$37,531 available.
2. Lt. Feleccia's retirement. His position has been eliminated and approximately \$52,567 was used for city wide budget. This will leave approximately \$55,953 available.
3. Total savings will be **\$93,484**.

Specifics

1. Transfer \$20,000 to travel/per-diem for training. This will allow all officers to obtain better and more frequent training within the department.
2. Increase firearm supplies for new rifles and handguns and associated equipment and supplies by \$10,000
3. Increase uniforms by \$4,000 for new duty gear and additional bulletproof vests.
4. Entry position from April to September 2013, \$28,000 (this will be reviewed next year)

The table below provides an overview of the details:

Police Budget Transfer Details

| | |
|--|-----------------------|
| Budgeted Salaries and benefits for retiring officers | 206,413.00 |
| Less estimated costs for FY2013 for salaries & benefits-retiring officers | (60,360.00) |
| Less amount used for 10-1-2012 employee cola implementation | (52,567.00) |
| | <hr/> 93,486.00 |
| Amount for transfer to operating accounts | (34,000.00) |
| <i>Amount available including benefits for replacement entry level officer</i> | <hr/> <hr/> 59,486.00 |

| Account Description(s) | Account Number(s) | FROM |
|----------------------------|--------------------|----------|
| Police Salaries & Benefits | 001-2101-521-12-XX | (34,000) |

| Account Description(s) | Account Number(s) | FROM |
|-----------------------------|--------------------|-----------------|
| Travel, per diem (training) | 001-2101-521.40-10 | 20,000.00 |
| Fire arm supplies | 001-2101-521.52-35 | 10,000.00 |
| Police uniforms | 001-2101-521.52-25 | 4,000.00 |
| | | <hr/> 34,000.00 |

OPTIONS:

1. Approve the transfers
2. Do not approve the transfers.

STAFF RECOMMENDATION: Staff recommends option one.

Move to approve the budget transfers from personnel line item to operating line item in the police budget in the amount of

FISCAL IMPACT:

Only moves appropriations from personal service line items to operating line items. Net impact is zero.

LEGAL SUFFICIENCY:

This is legally sufficient.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO. 9

SUBJECT TITLE: TODD WAY CUL-DE-SAC IMPROVEMENTS

OBJECTIVE:

Award of contract and authorization for the City Administrator to enter into a contract with Barracuda Building Corporation for the Reconstruction of the Todd Way Cul-de-Sac (Imperial Terrace) in the amount of \$30,440.

SUMMARY:

A request for the reconstruction of the Todd Way Cul-de-Sac began with a letter from the Imperial Terrace East Homeowner's Association, Inc. back in April of 2011. Griffey Engineering was selected for the engineering and biddable design.

At the August 3rd City Council Meeting, staff was directed to move forward with acquiring formal bids for this work and bring it back to council for further consideration.

At the October 5th meeting, following discussion by Council and additional public input, staff was directed to develop a further design that included an increased turning radius along with corrective storm water engineering.

On January 18, 2012 staff brought back to Council the new design for consideration with a cost estimate of \$34,814.

After discussion by Council, staff was directed to obtain formal bids for this new design in order to make a more informed decision. Bids were received on March 1, 2012 and presented to Council on March 21, 2012, ranging from \$30,440 (submitted by Barracuda Building Corporation) to \$40,675.

Due to the dual purpose of this project, it was decided the cost would be equally shared by the Public Works and Utility Departments. Lack of Stormwater funding made it necessary to partially finance the project from City Reserves. Council instructed staff to budget for this project in the upcoming 2012-2013 budget.

The approved 2012-2013 budget identifies this project for full funding. Staff seeks Council's approval for this designed and budgeted project.

| | |
|--|-------------|
| Barracuda Building Corporation (Apopka, FL) | \$30,440.00 |
| Paqco Inc. (Leesburg, FL) | \$31,000.00 |
| Beesley Construction Co., LLC (Leesburg, FL) | \$39,799.67 |
| Mora Engineering Contractor, Inc. (Leesburg, FL) | \$39,799.67 |
| Sun Road, Inc. (Winter Springs, FL) | \$40,675.00 |

OPTIONS

- 1) Move to approve the bid award to Barracuda Building Corporation and authorize the City Administer to enter into a contract in the amount of \$30,440 for the reconstruction of the Todd Way cul-de-sac.
- 2) Do not enter into a contract for the reconstruction of the Todd Way cul- de-sac

STAFF RECOMMENDATION:

- 1) Move to approve the bid award to Barracuda Building Corporation of Apopka, FL and authorize the City Administrator to enter into a contract in the amount of \$30,440 for the reconstruction of the Todd Way cul-de-sac.

FISCAL IMPACT: \$30,440 was included in the FY 2013 Budget for the project

| | |
|--------------------|----------|
| 403-3801-538-64-25 | \$15,000 |
| 001-4101-541-64-25 | \$15,440 |

Legal Sufficiency: The options meet legal sufficiency.

Time Line: Todd Way Cul-de-Sac Proposed Improvements (Imperial Terrace):

April 19, 2011 - the City received a letter from the Imperial Terrace East Homeowner's Association, Inc. requesting the cul-de-sac located on Todd Way be "brought up to the standards" of the other four existing cul-de-sacs in their subdivision.

May 05, 2011 - e-mail to the City administrator and the Public Works Director - Ron Abbey wrote "You and Chris also looked at the storm drains, I just wanted to add that we are not asking for repairs in that matter".

June 27, 2011 - Griffey Engineering submitted a design for this project with an associated cost estimate of \$11,308.00. (City billed \$1,440.00 for this service).

August 3, 2011 - (City Council Meeting) Staff was directed to move forward with acquiring a formal bid for this work and an alternate bid (complete removal) and bring it back to Council for further discussion.

August 22, 2011 - Three bids were received by the City. The lowest bid for reconstruction (\$8,745.00) was submitted by Paqco Inc., of Eustis Florida. The lowest bid for completely removing the island and paving over the area was \$ 9,242.00, submitted by Professional Dirt Services of Eustis Florida

October 5, 2011 (City Council Meeting) Staff presented Council with quotes from 3 firms consisting of 2 options for the cul-de-sac improvements on Todd way. Following Council discussion and public input, staff was directed to bring back a design incorporating an increased turning radius and corrective storm water engineering.

January 18, 2012 (City Council Meeting) Staff presented a revised design submitted by Griffey Engineering along with a revised cost estimate of \$34,814.12 (which includes a 10% contingency amount). Southeastern Survey provided the survey (City billed \$3,560 for these services). Staff was directed to obtain formal bids.

March 21, 2012 (City Council Meeting) Staff presented Council the construction bids for the revised design. Low bidder was Barracuda Building Corporation of Apopka, Fl. (\$30,440). Council was presented 4 options and decided on option #4 "Place this project on hold until adequate funding can be obtained through the budgeting process".

Letter dated July 27, 2012 was received from the Imperial Terrace East Homeowners' Association, Inc. stating they would be responsible for enhancement and maintenance of the interior dirt portion of the cul-de-sac (estimated \$900). President Linda Cerwinsky closes the letter with "Our action will effectively eliminate any precedents of cul-de-sac beautification by the City of Tavares".



EAST

HOMEOWNERS' ASSOCIATION, INC.

2612 Vindale Road
Tavares, Fl., 32778

Mr. John Drury
City Administrator
City of Tavares

July 27, 2012
re: Todd Way road repair

Dear Mr. Drury,

Regarding this project. At the August 3, 2011 Regular Council meeting Councilmember Sandy Gamble moved, "to proceed with the bidding process and authorize a budget amendment to the project from the road paving improvement project and to bring back the award of the bid to the Council, seconded by Kirby Smith. The motion carried unanimously 5-0"

At the March 21, 2012 Regular Council meeting the following motion was made by Councilmember Kirby Smith, " Kirby Smith moved to approve option #4, to place the project on hold until adequate funding can be obtained through the budgeting process, seconded by Bob Grenier" The motion carried 3-1 with Councilmember Sandy Gamble voting no.

The project has been included in the proposed budget for 2012 and Councilmember Kirby Smith made the comment at the July 25, 2012 Workshop Meeting that the Todd Way road repair could come out of the budget. No comments were made by other Council members or staff.

This has led to some confusion on the part of the Board of Directors and residents of Imperial Terrace East and more specifically to the residents of Todd Way. We are under the impression that the project would be funded in the 2012 Budget and be implemented quickly, as staff has informed us that there have been two sets of bids submitted as requested by the Council, and the repairs are "shovel ready".

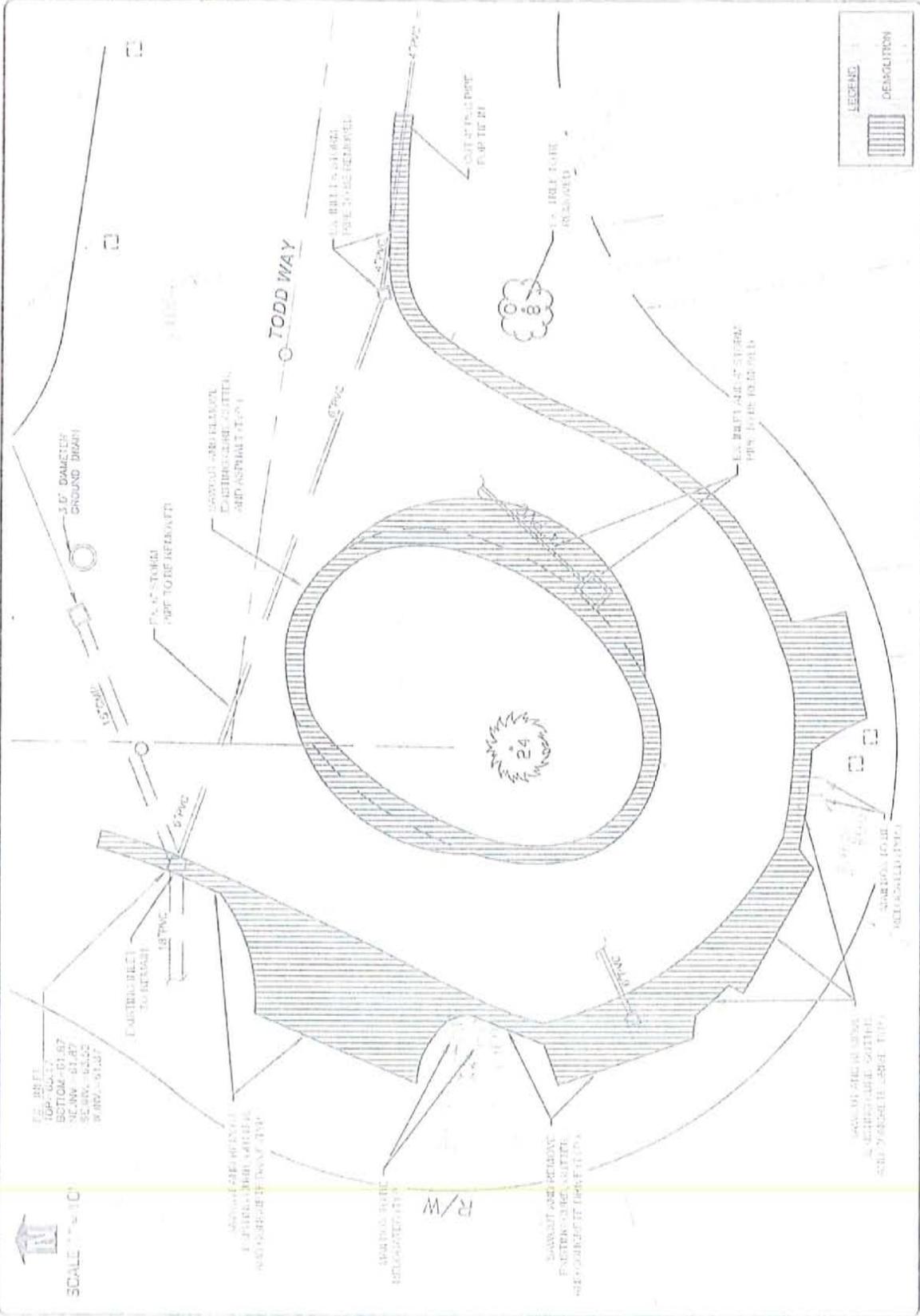
You have voiced concern that if the City of Tavares undertakes the "beautification" of the interior portion of the cul-de-sac, it may set a precedent for the City to landscape other interior portions of cul-de-sacs throughout the City.

With that concern in mind, the Board of Directors has determined that the interior dirt portion of the cul-de-sac will be enhanced and maintained by the Association when the project is completed. An estimate from Griffey Engineering estimates that the cost of 6" of River Rock gravel over the landscape circle would cost \$900. This figure was based upon the original specifications of the area in question, which were later changed to reflect a smaller area to be subject to landscaping. Our action will effectively eliminate any precedents of cul-de-sac beautification by the City of Tavares.

Yours truly,

Linda Cerwinsky, President
Imperial Terrace East Homeowners' Assoc., Inc.

| | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| NO. 1 | NO. 2 | NO. 3 | NO. 4 | NO. 5 | NO. 6 | NO. 7 | NO. 8 | NO. 9 | NO. 10 |
| | | | | | | | | | |



SCALE 1" = 10'

TOP OF CAST
BOTTOM OF BT
SCALE - 1" = 10'
NO. 1 - 10.00
NO. 2 - 10.00
NO. 3 - 10.00

LEGEND

| | |
|---------------|------------|
| [Hatched Box] | DEMOLITION |
|---------------|------------|

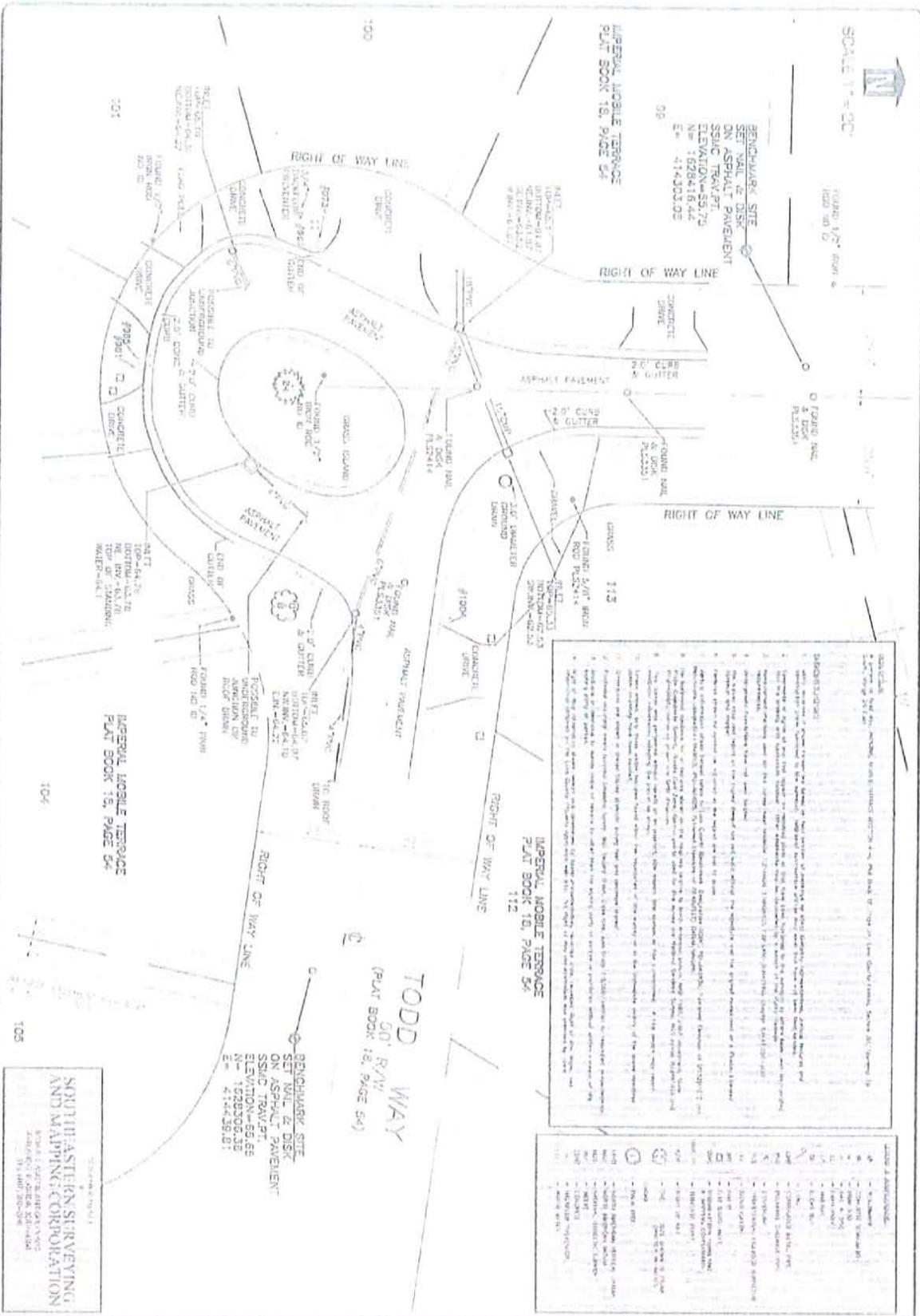
Sheet 21 of 4

SCALE 1" = 20'



GENERAL MOBILE TERRACE
PLAT BOOK 18, PAGE 54

BENCHMARK SITE
SET NAIL IN DISK
ON ASPHALT PAVEMENT
SSMIC TRAV. PT.
ELEVATION=55.75
N= 1528416.44
E= 414303.05



NOTICE: This plat is subject to the provisions of the laws of the State of Florida, Chapter 18, Florida Statutes, and the rules of the State Board of Land and Natural Resources, Chapter 18G, Florida Administrative Code. The State Board of Land and Natural Resources has approved this plat for recording and the recording of this plat does not constitute an endorsement of the accuracy of the information contained herein. The State Board of Land and Natural Resources is not responsible for the accuracy of the information contained herein. The State Board of Land and Natural Resources is not responsible for the accuracy of the information contained herein. The State Board of Land and Natural Resources is not responsible for the accuracy of the information contained herein.

Legend table with symbols and descriptions:

| | |
|----------|-------------------|
| (Symbol) | Asphalt Pavement |
| (Symbol) | Concrete Drive |
| (Symbol) | Right of Way Line |
| (Symbol) | Utility Line |
| (Symbol) | Survey Point |
| (Symbol) | Structure |
| (Symbol) | Other |

TODD WAY
50' R/W
(PLAT BOOK 18, PAGE 54)

GENERAL MOBILE TERRACE
PLAT BOOK 15, PAGE 54

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
1515 N. W. 10th Avenue
Fort Lauderdale, Florida 33304
Phone: (305) 461-1111

Table with multiple columns and rows, likely a data table or index. The text is small and difficult to read, but appears to be organized in a grid format.

GRIFFEY ENGINEERING, INC.

March 12, 2012

John Rumble, Purchasing Manager
City of Tavares
201 East Main Street
Tavares, FL 32778

RE: Todd Way Rebuild - Bid No. 2012-0009

Dear John:

I've reviewed the five bids for the referenced project. Each company's bid tabulation was checked for accuracy. None of the bids include adjustments, exceptions or conditions for completion of the work as proposed and identified in the plans. Based on this review, it is my conclusion that the bids are in conformance with the proposed scope of work, and the award process should proceed forward.

Sincerely,



Donald A. Griffey, P.E.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 17, 2012**

AGENDA TAB NO. 10

SUBJECT TITLE: Approval for Ranking and Award of RFP Bid for Custodial Services

OBJECTIVE:

Request Council consideration and approval for ranking and award of RFP bid for Cleaning Services in response to RFP No. 2012-0015 – Custodial Services, and to authorize staff to execute contract with awarded firm.

SUMMARY:

On July 29, 2011, the City advertised a Request for Proposals for Custodial Services due to the expiration of the current contract with GCC Commercial Cleaning. The RFP set forth a scope of services which included various custodial services at various intervals for City Hall, the Library, Public Works Administration Building, Community Services Recreational Office, and the Police Department. The RFP was advertised in the Lake Edition of the Orlando Sentinel, and Demand Star On-line with a direct link from the City's web-site.

Nine firms responded to RFP 2012-0015 for Custodial Services. The Chart below provides a listing of all responders to the RFP:

| Firm | Per Month | | Per Year | |
|--------------------------------------|-----------|----------|----------|-----------|
| USSI | \$ | 2,862.00 | \$ | 34,344.00 |
| GCC Commercial Cleaning | | 2,995.00 | | 35,940.00 |
| Professional Building Services | | 3,038.00 | | 36,456.00 |
| South East Business Services, Inc. | | 3,342.15 | | 40,105.80 |
| Sanders Cleaning Service | | 3,354.17 | | 40,250.04 |
| Jani-King of Orlando | | 3,378.00 | | 40,536.00 |
| Varsity Facility Services | | 3,426.56 | | 41,118.72 |
| At Your Service Cleaning Group, Inc. | | 3,848.00 | | 46,176.00 |
| American Facility Services, Inc. | | 4,394.00 | | 52,728.00 |

A Selection Committee which included Chris Thompson, Public Works Director, Jerad Purvis, General Services Supervisor, Jeff Henderson, Solid Waste Supervisor, and Cindy Solomon, Administrative Assistant met on September 26, 2012 to evaluate the responses based on the RFP mandatory requirements, general criteria, and price. USSI was ranked as the number one firm. The ranking results are shown below:

| Rank | Firm | Per Month | | Per Year | |
|------|---------------------------|-----------|----------|----------|-----------|
| 1 | USSI | \$ | 2,862.00 | \$ | 34,344.00 |
| 2 | Varsity Facility Services | | 3,426.56 | | 41,118.72 |
| 3 | Sanders Cleaning Service | | 3,354.17 | | 40,250.04 |

OPTIONS:

1. Approve the RFP Ranking for Custodial Services and authorize the City Administrator to execute a contract with the number one ranked firm.
2. Do not approve the RFP Ranking.

STAFF RECOMMENDATION:

Move to approve the RFP Ranking for Custodial Services and authorize the City Administrator to execute a contract with the number one ranked firm.

FISCAL IMPACT:

Custodial Services within the scope of the RFP are included in the FY2013 Budget.

LEGAL SUFFICIENCY:

A copy of this summary was provided to the City Attorney.

**CITY OF TAVARES
PRE-BID CONFERENCE**

CUSTODIAL SERVICES

August 14, 2012

DATE & TIME:

A pre-bid conference was held on Tuesday, August 14, 2012 at 10:00 a.m. in Conference Room 3 of City Hall at 201 E. Main Street, Tavares, FL 32778 with regard to the Custodial Services Contract.

PRESENT:

John Rumble, City of Tavares Purchasing Manager
Chris Thompson, City of Tavares Public Works Director
Tonya R. Jones, City of Tavares Public Works Admin. Coord.

CONTRACTORS:

Sign in sheet attached.

Mr. John Rumble called the meeting to order and noted today's date as August 14, 2012, 10:00 a.m.

Mr. Rumble stated that any questions related to the project should be e-mailed directly to him.

Mr. Rumble introduced Chris Thompson, City of Tavares Public Works Director and Tonya Jones, Public Works Administrative Coordinator. Mr. Thompson will be monitoring and overseeing the terms of the contract. Any complaints from the City will be sent to Tonya who will relay the information to the contractor to be rectified.

Mr. Thompson referred the contractors to the scope of the work which was included in the RFP. He asked if anyone had questions. A few questions were brought forward with some addendums to the proposal required. John Rumble will make the corrections and send them to the contractors. The issues are pertaining to the frequency of cleaning the perimeter glass and the frequency of the floor waxing. Also, a contractor asked who is responsible for supplying the consumables. J. Rumble responded that the City supplies those.

One of the contractors asked a question regarding the requirement for a day porter and Rumble responded that this applies only to the Police Station.

Another contractor asked who our current custodial contractor is and how much we pay them. Mr. Thompson responded with G.C.C. (God's Cleaning Crew) and Mr. Rumble stated we pay them \$38,220 a year.

Mr. Thompson announced that Tonya and Mr. Rumble will take the contractors around to visit the facilities that are included in the contract.

Copy of sign-in sheet will be posted.

The meeting adjourned at approximately 10:15 a.m.

Respectfully submitted,

Tonya R. Jones, Administrative Coordinator
City of Tavares, Public Works Department

Orlando Sentinel

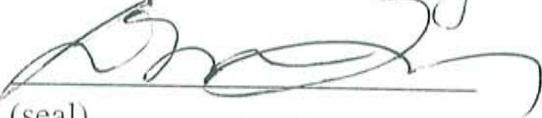
City Of Tavares
PO BOX 1068
CITY OF TAVARES
TAVARES, FL 32778-1068

Before the undersigned authority personally appeared Pam L. Davis/Tamela Vargas/Deborah M. Toney, who on oath says that s/he is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published in Lake County, Florida; that the attached copy of advertisement, being a Advertisement for Bid in the matter of RFP 2012-0010 in the Lake County -, was published in said newspaper in the issue(s); of

07/29/12

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

The foregoing instrument was acknowledged before me this 30 day of July, 2012, Pam L. Davis/Tamela Vargas/Deborah M. Toney, who is personally known to me and who did take an oath.

(seal)

ADVERTISEMENT
CITY OF TAVARES
REQUEST FOR PROPOSAL
RFP 2012-0010
TO PROVIDE CUSTODIAL SERVICES FOR CITY
FACILITIES

PURPOSE OF SOLICITATION

The City of Tavares, Florida (the "City") is seeking proposals from firms or individuals qualified to provide custodial services to various buildings for the City of Tavares.

There will be a mandatory pre-bid held on Tuesday August 14th @ 10:00 am in the City of Tavares Council Chambers

Sealed bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main St., Tavares, Florida 32778, so as to be received not later than 2:00 PM on Thursday, August 30th 2012 bids received after this specified time and date will not be considered. Bids will be opened in public on the same day at 2:05 pm. Please submit one (1) original, six (6) copies and one (1) digital copy, preferably in pdf format.

Bidders with access to DemandStar.com can obtain the Bid documents by calling 800-711-1712, or on the web at <http://www.demandstar.com> or the City Website www.tavares.org. Complete bid documents may be reviewed and/or obtained at the City of Tavares, Florida, 32778. For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E Main St., Tavares, Florida 32778 lrumb@tavares.org phone: (352) 742-6131; fax (352) 742-6351.

John Rumble, Purchasing Manager
City of Tavares

LAK1197544

07/29/2012



**CITY OF TAVARES
MINUTES OF BID OPENING
August 30, 2012
Request for Proposals
CUSTODIAL SERVICES
Bid No. 2012-0010**

PRESENT

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

Mr. Rumble noted today's date as Thursday, August 30, 2012. This is the bid opening for the Request for Proposals, Custodial Services, Bid No. 2012-0010. There were nine proposals received; details for respondents are in the attachment.

Mr. Rumble state the proposals would be reviewed and a recommendation would be forwarded to City Council for approval.

Respectfully submitted,

Kay Mayes
Admin Assistant, Finance

Attachment: Respondents

Mr. Rumble noted that he had checked the references of the apparent low bidder USSI and the references checked out with no complaints and competent service.

Mr. Henderson noted that he had called an acquaintance that had employed USSI in Ocala and had no recollection of any issues.

Mr. Rumble then explained the scoring criteria and issued the score sheets.

Mr. Thompson suggested that Mr. Henderson do more detailed research on the apparent low bidder USSI and that the committee should reconvene in a week or so to discuss his findings and submit the score sheets.

There being no further discussion the meeting adjourned at 10:35 am

Respectfully submitted,



John Rumble
Purchasing Manager

CUSTODIAL SERVICES: RFP 2012-0010

| | | | | | |
|--------------------------------------|----------------------------------|-----------|------------|----|-------|
| Professional Building Services | 7027 W. Broward Blvd | # 303 | Plantation | FL | 33317 |
| Jani-King of Orlando | 1801 Sandy Creek Lane | Suite 200 | Orlando | FL | 32826 |
| American Facility Services, Inc. | 1325 Union Hill Industrial Court | Suite A | Alpharetta | GA | 30004 |
| At Your Service Cleaning Group, Inc. | 1920 Northgate Blvd | A-11 | Sarasota | FL | 34234 |
| Sanders Cleaning Service | 988 Whisper Oak Drive | | Leesburg | FL | 34748 |
| Varsity Facility Services | 204 Hatteras Ave | | Clermont | FL | 34711 |
| GCC Commercial Cleaning | 1811 Oak Grove Ave | | Deltona | FL | 32725 |
| South East Business Services, Inc. | 2847 Yonkers Ct | | Oviedo | FL | 32765 |
| USSI | 11220 Metro Parkway | Suite 17 | Ft Myers | FL | 33966 |



**CITY OF TAVARES
MINUTES OF RFP EVALUATION
Friday September 26th 10:00 a.m.
Custodial Services
RFP 2012-0015
Conference Room 3**

PRESENT

Chris Thomson, Public Works Director
John Rumble, Purchasing Manager
Jerad Purvis, General Services Supervisor
Jeff Henderson, Waste Supervisor
Cindy Solomon, Administrative Assistant

Mr. Rumble convened the meeting by staff at 10:00 for the purpose of reviewing and evaluating the RFPs received in response for the Custodial Services bid. It was noted by Mr. Rumble that 9 responses were received. The firms that submitted were as follows:

| | Per Month | Per Year |
|--------------------------------------|------------------|-----------------|
| USSI | \$ 2,862.00 | \$ 34,344.00 |
| GCC Commercial Cleaning | \$ 2,995.00 | \$ 35,940.00 |
| Professional Building Services | \$ 3,038.00 | \$ 36,456.00 |
| South East Business Services, Inc. | \$ 3,342.15 | \$ 40,105.80 |
| Sanders Cleaning Service | \$ 3,354.17 | \$ 40,250.04 |
| Jani-King of Orlando | \$ 3,378.00 | \$ 40,536.00 |
| Varsity Facility Services | \$ 3,426.56 | \$ 41,118.72 |
| At Your Service Cleaning Group, Inc. | \$ 3,848.00 | \$ 46,176.00 |
| American Facility Services, Inc. | \$ 4,394.00 | \$ 52,728.00 |

Mr. Rumble noted that the committee members had received their packages a week prior. It was determined that Mr. Henderson would chair the committee as he had previous experience with Disney contracting cleaning services and had many contacts in the industry . Mr. Thompson noted that the current provider had been providing sub-standard service and we needed to consider performance and references when selecting a provider.



**CITY OF TAVARES
MINUTES OF RFP EVALUATION
Tuesday October 2 10:00 a.m.
Custodial Services
RFP 2012-0015
Conference Room 3**

PRESENT

Chris Thomson, Public Works Director
John Rumble, Purchasing Manager
Jerad Purvis, General Services Supervisor
Jeff Henderson, Waste Supervisor
Cindy Solomon, Administrative Assistant

Mr. Rumble convened the meeting by staff at 10:00 for the purpose of collecting the score sheets and determining the ranking.

Mr. Henderson reported that he had found no reason not to select USSI as the vendor reporting that further examination of the references had checked out

There was a short discussion and the score sheets were totaled with the following results:

| | |
|---|---------------------------|
| 1 | USSI |
| 2 | Varsity Facility Services |
| 3 | Sanders Cleaning Service |

There being no further discussion the meeting adjourned at 10:15 am

Respectfully submitted,



John Rumble
Purchasing Manager

Score sheet Bid 2012-0010 Facility Cleaning

| | Actual Cost | Committee Members | | | | TOTAL |
|--------------------------------------|-------------|-------------------|----|----|----|-------|
| | | 1 | 2 | 3 | 4 | |
| Jani-King of Orlando | \$ 3,378.00 | 13 | 16 | 11 | 16 | 56 |
| American Facility Services, Inc. | \$ 4,394.00 | 12 | 13 | 15 | 13 | 53 |
| At Your Service Cleaning Group, Inc. | \$ 3,848.00 | 14 | 16 | 14 | 17 | 61 |
| Sanders Cleaning Service | \$ 3,354.17 | 15 | 16 | 15 | 16 | 62 |
| Varsity Facility Services | \$ 3,426.56 | 17 | 19 | 17 | 18 | 71 |
| GCC Commercial Cleaning | \$ 2,995.00 | 7 | 10 | 9 | 10 | 36 |
| South East Business Services, Inc. | \$ 3,342.15 | 14 | 14 | 16 | 14 | 58 |
| USSI | \$ 2,862.00 | 20 | 20 | 20 | 20 | 80 |

| | |
|------|---------------------------|
| Rank | |
| 1 | USSI |
| 2 | Varsity Facility Services |
| 3 | Sanders Cleaning Service |

THIS PAGE INTENTIONALLY LEFT BLANK

