

**AGENDA
TAVARES CITY COUNCIL**

**November 21, 2012
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS**

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

I. INVOCATION AND PLEDGE OF ALLEGIANCE	Pastor Gregg Watts Liberty Baptist Church
II. CALL TO ORDER	Mayor Wolfe
III. SINE DIE	Mayor Wolfe
IV. CALL TO ORDER	John Drury
V. PROCLAMATION OF ELECTION RESULTS	
Tab 1) Proclamation of Election/Referendum Results & Assignment of Council Seats	Nancy Barnett
VI. SWEARING IN OF NEW COUNCILMEMBERS	Chief Lubins
VII. CONVENING OF NEW COUNCIL	John Drury
VIII. ELECTION OF MAYOR	John Drury
Tab 2) Election of Mayor	
IX. ELECTION OF VICE MAYOR	Mayor
Tab 3) Election of Vice Mayor	
X. APPROVAL OF AGENDA	Mayor
XI. APPROVAL OF MINUTES	Mayor

Tab 4) October 3, 2012; October 17, 2012 – Minutes of Regular City Council Meetings	Mayor
XII. DESIGNATION OF BANK FOR OFFICIAL DEPOSITORY	
Tab 5) Designation of Bank	Lori Houghton
XIII. DESIGNATION OF THOSE AUTHORIZED TO SIGN CHECKS	
Tab 6) Designation of those Authorized to Sign Checks	Lori Houghton
XIV.SUNSHINE LAW/ETHICS/CCNA UPDATE	Attorney Williams
XV.PROCLAMATIONS/PRESENTATIONS	
XVI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX-PARTE CONTACTS	
<u>XVII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD</u>	Nancy Barnett
<u>XVIII. CONSENT AGENDA</u>	
Tab 7) Approval of Lake County Library System Policy on Patron Code of Conduct	Tammy Rogers
Tab 8) Approval of Agreement for Crappie Tournament	Bill Neron
Tab 9) Approval of Agreement for Bass Collegiate Fishing Tournament	Bill Neron
Tab 10) Approval of Facility Fee Schedule for Ballfields & Tennis & Court	Tammy Rogers
Tab 11) Empty Bowls Fundraiser Event	Tammy Rogers
Tab 12) Approve of Interlocal Agreement with Lake County for CDBG Funds to be Used for Sidewalk and Sidewalk Ramp Replacements	Chris Thompson
Tab 13) Request for Street Closure for Santa’s Little Helpers’ Event	Bill Neron
Tab 14) Approval of 2012 Edward Byrne Memorial Justice Grant for a Two Factor Authentication USB Device (Security Hardware)	Stoney Lubins

XIX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

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

First Reading

- Tab 15) Ordinance #2012-22 – Amendment to Comprehensive Plan Jacques Skutt
Future Land Use Element – Protection of the City of Tavares Airport
- Tab 16) Ordinance #2012-27 – Amendment to Land Development Jacques Skutt
Regulations – Protection of the City of Tavares Airport
- Tab 17) Ordinance #2012-25 – Billboard Regulations Jacques Skutt
- Tab 18) Ordinance #2012-34 – Flood Plain Management Jacques Skutt
- Tab 19) Ordinance #2012-35 – Rezoning of 11.23 Acres - Lake Arbor Jacques Skutt
Court/Sea Pines Court/Mansfield Road – Dora Lake Estates Subdivision
- Tab 20) Ordinance #2012-36 – Small Scale Future Land Use Jacques Skutt
Amendment for 9.89 - Acres Dora Lakes Estates Subdivision
- Tab 21) Ordinance #2012-29 – Rezoning of Properties on SR 19 Jacques Skutt
- from Industrial to Highway Commercial C2 - City Initiated
- Tab 22) Ordinance #2019-30 - Amendment of Future Land Use Map Jacques Skutt
for Properties on SR 19 – Industrial to Commercial - City Initiated

Second Reading

- Tab 23) Ordinance #2012-37 – Amendment to Land Development Lori Houghton
Regulations to Consolidate Water, Wastewater, Reclaim and
Stormwater Utilities into One Enterprise Fund

RESOLUTIONS

- Tab 24) Resolution #2012-14 – Partial Vacation of Alleyway adjacent Jacques Skutt
to the Lake County Administration Building
- Tab 25) Resolution #2012- 15 - Final Amendment to Fiscal Year 2012 Lori Houghton
Budget

XX. GENERAL GOVERNMENT

- Tab 26) Appointments to Police Pension Board and Fire Pension Mayor

Board

Tab 27) Appointment to Lake County School Concurrency Committee	Mayor
Tab 28) Approval of IAFF Contract	Richard Keith
Tab 29) Report from Attorney on Code Enforcement Foreclosure Notifications	Attorney Williams
Tab 30) Request to Consider the Design, Permitting & Construction of a Gravity Sewer Line for 10 Residential Homes on Woodlea Road	Brad Hayes
Tab 31) Request to Approve a New Format for Holiday Event	Tammey Rogers
Tab 32) Approval of MyRegion "Open for Business" Initiative	Jacques Skutt
Tab 33) Approval of Design for Freedom Flag Project and Authorization for City Administrator to Sign Agreements & Expend Funds	Chris Thompson
Tab 34) Florida League of Cities 2013 Legislative Priorities	John Drury
Tab 35) Approval of FDOT Funding Grant Application for the Tav Lee Trail "Missing Link" Extension in Wooton Park	Bill Neron

XXI. OLD BUSINESS

XXII. NEW BUSINESS

XXIII. AUDIENCE TO BE HEARD

XXIV. REPORTS

Tab 36) City Administrator	John Drury
Tab 37) 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.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 21, 2012**

AGENDA TAB NO. 1

SUBJECT TITLE: Proclamation of Election Results and Assignment of Council Seats

OBJECTIVE:

The City Clerk will announce the results of the 2011 election and administer seat assignment.

SUMMARY:

At the meeting for convening and swearing in the new Council the Clerk formally announces the results of the election. This year in addition there was a charter referendum on the ballot (Ordinance #2012-21) which was approved by the voters.

Ordinance #2012-21 included the following transitional provisions:

TRANSITIONAL PROVISIONS.

In the event this Referendum is approved by the voters at the November, 2012, election, the three (3) Councilmembers elected in November, 2012, with the highest number of votes shall be randomly assigned either Seat One, Seat Three or Seat Five. The one (1) Councilmember elected in November, 2012, receiving the least number of votes of those Councilmembers elected shall be assigned Seat Two. The Councilmember not standing for election in November, 2012, shall be assigned Seat Four. Beginning at the election in November, 2013, and continuing for each election thereafter, candidates for election to Council shall qualify for a specific seat.

The Charter amendments set forth in this Ordinance shall become effective on November 21, 2012, at the adjournment sine die of the regular council meeting held that date, only if they are approved by a majority of the City of Tavares electors voting at the November, 2012 general election.

Councilmember Smith is therefore assigned Seat 2 and Vice Mayor Grenier is assigned Seat 4 by having volunteered for the one year term.

Mayor Wolfe, Councilmember Pfister, and Councilmember Hope will need to be assigned 1, 3, and 5. The recommendation is for councilmembers to draw numbers left to right (beginning with Councilmember Pfister) which will be administered by the City Clerk.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This has met legal sufficiency.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 21, 2012**

AGENDA TAB NO. 2

SUBJECT TITLE: Election of Mayor

OBJECTIVE:

To elect the position of Mayor of City Council

SUMMARY OF PROCEDURE:

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

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

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

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

OPTIONS:

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

STAFF RECOMMENDATION: N/A

OPTIONS:

The City Clerk will read the official election results and will administer the random assignment of seat numbers.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

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

OBJECTIVE:

To elect the position of Vice Mayor of City Council

SUMMARY:

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

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

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

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

OPTIONS:

- 1) Have the Mayor entertain nominations for Vice Mayor and call for the vote in the order in which they are made

STAFF RECOMMENDATION: N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This has met legal sufficiency.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 21, 2012**

AGENDA TAB NO. 4

SUBJECT TITLE: Approval of Minutes – October 3 and 17/2012

OBJECTIVE:

The minutes of October 3, 2012 and October 17, 2012 are attached for Council review.

SUMMARY:

Minutes are attached.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
OCTOBER 3, 2012
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

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

STAFF PRESENT

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

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Tom Cavanaugh, First Baptist Church of Mt. Dora, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mr. Drury said staff had no changes. Mayor Wolfe requested to add Council approval of a proclamation for Taiwan National Day (added as Item 3A).

MOTION

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

1 **IV. APPROVAL OF MINUTES**

2
3 **MOTION**

4
5 Kirby Smith moved to approve the minutes of the Public Hearing of September 19, 2012
6 and the Regular City Council Meeting of September 19, 2012, seconded by Norm Hope.
7 The motion carried unanimously 5-0.

8
9 **V. PROCLAMATIONS/PRESENTATIONS**

10
11 **Tab 2) Recognition to Chief Keith - Certified Public Manager & 2012 Askew Award**

12
13 Mayor Wolfe recognized Chief Keith for receiving the 2012 Askew Award from the Florida Society
14 of Certified Public Managers. Chief Keith received the award along with members of a project
15 team which included the Fire Chiefs from Eustis and Mount Dora. In addition Mayor Wolfe noted
16 that Chief Keith has received his certification as a Certified Public Manager.

17
18 **Tab 3) Recognition to Dr. Susan Caddell and family for Donation of Little Free Library in**
19 **Wooton Park**

20
21 Ms. Rogers recognized Dr. Caddell and Mr. Danny Caddell for their donation of a Little Free
22 Library in Wooton Park in honor of Dr. Caddell's father, Mayor Eugene Glenn. Mayor Wolfe
23 presented a plaque from the City to the Caddell family.

24
25 **Tab 3A) Proclamation Acknowledging Taiwan National Day**

26
27 Mayor Wolfe stated he would like to have the proclamation prepared for Taiwan National Day
28 approved by Council in order to forward it to the Taiwanese Consultant in Miami for their
29 upcoming celebration on Friday.

30
31 **MOTION**

32
33 Bob Grenier moved to send a proclamation, seconded by Kirby Smith. The motion was
34 approved unanimously 5-0.

35
36 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

37
38 Attorney Williams said there are no quasi-judicial matters on the agenda.

39
40 **VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

41
42 Ms. Barnett read the following ordinances/resolution into the record by title only:

43
44 **ORDINANCE 2012-26**

45
46 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE**
47 **LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 3,**

1 **APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT**
2 **ROLL; PROVIDING FOR EXEMPTIONS AND HARDSHIP ASSISTANCE; AND**
3 **PROVIDING AN EFFECTIVE DATE**

4
5
6 **VIII. CONSENT AGENDA**

7
8 Mayor Wolfe asked if anyone in the audience objected to any item on the Consent Agenda.

9
10 **MOTION**

11
12 Kirby Smith moved to approve all items on the Consent Agenda [Authorization to Issue
13 Requests for Proposals for Downtown Stormwater Phase I Financing; Authorization to
14 Issue Request for Proposals for Meter Replacement Project Financing; Authorization to
15 Issue Request for Proposals for USDA Interim Financing for Downtown Water/Wastewater
16 Project; Approval of Letter to be Sent by Mayor to FDOT Engineer re: City Infrastructure on
17 the State Road 19 Right of Way; and Request from Tavares High School to hold
18 Bonfire/Pep Rally at Bus Barn during Homecoming Events]. The motion was seconded by
19 Bob Grenier. The motion carried unanimously 5-0.

20
21 **IX – ORDINANCES/RESOLUTIONS**

22
23 **Tabs 9-12 – Ordinances #2012-26, #2012-31, #2012-32, and #2012-33 – Read for first**
24 **reading only.**

25
26 **Second Reading**

27
28 None.

29
30 **RESOLUTIONS**

31
32 **Tab 13) Resolution #2012-13 Adoption of Fire Assessment Roll**

33
34 Ms. Houghton stated this resolution represented the final task for the 2013 fiscal year budget. She
35 reviewed the previous actions taken on the Fire Assessment and the dates of the public meetings when
36 the fire assessment was on the agenda. She noted the city attorney has prepared the assessment roll
37 resolution which provides the definitions for all the properties within the city and an assessment roll
38 based on the property records from the county and the city utility records for the residential properties
39 and for the non-residential properties. Staff recommends two options: to approve Resolution #2012-13
40 which provides the assessment roll and authorizes implementation for the affected properties, or to not
41 approve.

42
43 Mr. Drury noted that the actual fire assessment rate has gone down from that previously estimated.
44 Instead of \$12.75 per month the fee will be \$11.83 per month for residential. This also lowered the
45 commercial rate from about \$28 a month to \$25 a month. The millage rate was significantly lowered from
46 6.89 to 5.985 and the actual fire assessment for residential and commercial is lower than anticipated.

47

1 Mayor Wolfe asked if anyone in the audience had comments.

2 **MOTION**

3
4 **Bob Grenier moved to approve Resolution #2012-13 for adoption of the fire assessment roll,**
5 **seconded by Norm Hope. The motion carried unanimously 4-1 as follows:**

6
7 **Robert Wolfe** Yes
8 **Kirby Smith** Yes
9 **Lori Pfister** No
10 **Bob Grenier** Yes
11 **Norm Hop** Yes

12
13 **X. GENERAL GOVERNMENT**

14
15 **Tab 14) Railroad Bridge Dedication**

16
17 Mr. Drury stated that at the August 15th City Council Meeting, Vice Mayor Grenier spoke in support of
18 dedicating the Dora Canal Railroad Bridge to Clayton Bishop. After receiving input from the audience it
19 was suggested that the issue be tabled until after completion of the budget in October. The City
20 subsequently received a letter from the Tavares Historical Society requesting that the topic be delayed
21 until either the first Council Meeting in December or later in January. Additional information was also
22 received from the historical society which has been included in the agenda packet.

23
24 Councilmember Smith said he had no objection to allowing additional time. There was consensus to
25 table the issue until after January 1, 2013.

26
27 **Tab 15) Approval of Contract with AVCON Inc. for Design Team Services for Wooton Park**
28 **Expansion**

29
30 Mayor Wolfe passed the gavel to Vice Mayor Grenier to chair the meeting. He said he had a
31 conflict of interest on this matter which is that he has a bid submitted to do work on the restoration
32 of the train station.

33
34 Attorney Williams said that this is a potential relationship as a subcontract bidder to the general
35 contractor with whom the city has a contract. He said it is not a conflict for the mayor to be a
36 subcontractor but he cannot vote on any issues to do with the job.

37
38 Vice Mayor Grenier asked Mr. Neron to make his presentation.

39
40 Mr. Neron said this is the construction of a replica of the old train depot next to the train platform
41 at Wooton Park. In June 2011 a preliminary estimate was provided for the construction of the
42 station of \$450,000. Staff then met with the architect for full design working with both the Tavares
43 Eustis Gulf Railroad Company and the Tavares Chamber of Commerce. The Chamber is
44 contributing \$150,000 as up front rental for the first 15 years to help with the construction of the
45 project. In addition the city has a signed lease agreement both with the Chamber and the
46 Railroad for rental of the facility. Mr. Neron noted the original estimate was based on these
47 organizations sharing common utility systems, however, during design of the facility it has been

1 authorization), and direct the City Attorney to prepare a contract and authorize the City
2 Administrator to sign.

3
4 Discussion followed on the propose boat and trailer parking design and the potential for additional
5 seaplane use.

6
7 Vice Mayor Grenier asked for clarification on what information will be coming back to Council. Mr.
8 Drury said the company will design all the improvements which will show the number of boat
9 parking, slips, sea plane ramp parking, etc. and that information will be brought back to Council
10 for approval.

11
12 Councilmember Smith asked about the time line. Mr. Neron said it will depend largely on the
13 permitting process with FDEP and the Lake County Water Management District. Mr. Drury said
14 he estimated that within 90-100 days the city will have a design to submit to Council that will be
15 submitted for permitting.

16
17 **MOTION**

18
19 **Bob Grenier moved to approve Option 1 [Scope of work and fee estimates for the Wooton
20 Park Expansion Project and direct the City Attorney to prepare an appropriate contract
21 with AVCON Engineering and authorize the City Administrator execute the contract],
22 seconded by Kirby Smith. The motion carried unanimously 5-0.**

23
24 **Tab 17) Request to Amend Roundabout Landscape Plan**

25
26 Mr. Thompson stated he had encountered a roundabout similar to the one planned for Tavares in
27 a town in Michigan recently which contained a giant flagpole. He said staff is seeking approval
28 from Council to amend the Lake County's approved landscape design for the roundabout. The
29 current plan is to landscape the interior of the roundabout with sable palms and shrubbery. He
30 showed an overhead of a proposal plan that would delete the 11 sable palms. In conjunction with
31 the landscape modification the proposal is to erect a 60 ft. flagpole with the appropriately sized 12
32 x 18 American flag in the center. The County has verbally expressed no objection although all
33 costs of the erection and maintenance of the flag would be not be borne by the County. He said
34 the estimated cost is \$10,000 and staff proposes to finance the project through a donation
35 campaign. Mr. Thompson said if Council approves the project a committee will be formed and the
36 collection process determined. Mr. Thompson said he plans to personally donate \$1,000 to kick
37 start the funding campaign.

38
39 There was discussion regarding asking the County to pay what it would have cost them to
40 purchase the sable palms.

41
42 Councilmember Pfister noted she is supportive of the patriotic aspect but said she had concerns
43 about not having the sable palms and the landscaping. She said she would rather have this at the
44 city gateway or public safety complex.

45
46 Vice Mayor Grenier said he had had a dream of having a statute of Major St. Clair Abrams
47 [founder of the City] at the roundabout but he appreciated Mr. Thompson's idea. Councilmember

1 Pfister noted the City should have a city flag flying underneath the American flag. Vice Mayor
2 Grenier said a few years back he had brought that forward to work on as the city did adopt a flag
3 many years ago and there is a need to adopt a new flag.
4

5 Councilmember Smith, Mayor Wolfe and Councilmember Hope spoke in support of having the
6 flag in the roundabout. Councilmember Pfister suggested including the palm trees with the pole in
7 the middle.
8

9 Mayor Wolfe asked for comment from the audience.

10
11 Jeff Coulson

12
13 Mr. Coulson said he had been on Council for a brief time in 1996. He said he would be retiring
14 from the military in the near future. He commented there is a problem in the Country with a lack of
15 appreciation for the sacrifices of the military. He discussed making a donation and that he
16 appreciated support for the veterans.
17

18 Brenda Smith, Tavares Historical Society

19
20 Ms. Smith said she understood Ms. Pfister's concern but that she believed the roundabout could
21 be designed to include both the flag and the palms. She said the Tavares Historical Society has a
22 time line that stopped in 1980 and since then the town has exploded with history. She said this
23 will be another instance that will be on that historical time line. She said the roundabout would
24 look better with trees and landscaping.
25

26 **MOTION**

27
28 **Kirby Smith moved to approve the changes that Chris Thompson has suggested of**
29 **replacing the palm trees or adding a flag pole for the redesign of the roundabout and**
30 **authorizing him to get with Council to come up with a donation process, seconded by**
31 **Norm Hope.**
32

33 **Councilmember Smith clarified his motion that he intended it to include the option of palm**
34 **trees.**
35

36 Mr. Drury said that staff will bring back the design to Council and it will have sable palms and a
37 flag.
38

39 Mayor Wolfe said when the redesign is being done that he would like the city to request that the
40 County participate in the cost.
41

42 Councilmember Pfister said she felt it would be important to have the site include trees especially
43 considering the holiday coming up.
44

45 **The motion carried unanimously 5-0.**
46

47 **Tab 18) City Administrator Performance Evaluation**

1 Kirby Smith Yes

2
3 **Tab 16) Review and Establish Council's Fiscal Year 2013 Collective Broad Based Goals**

4
5 Mr. Drury noted as part of the evaluation process, Council identifies goals for the City
6 Administrator to work on. He said last year a collective list of goals was developed and he has
7 provided that list in the agenda including the goals set by Councilmember Gamble. He said he
8 had also identified the status of each goal. He said he would be identifying each councilmember's
9 goals and asking Council if they wished to discuss any of those goals. He said the rest of the
10 goals not pulled for discussion he would consider to be approval as goals to work on. Mr. Drury
11 referred to the list of goals of each councilmember. The following items were pulled for
12 discussion:

13
14 Item #4 from Vice Mayor Grenier's list and Item #2 and #6 from Councilmember Pfister's list.

15
16 **Item #4 – Strengthen and Enforce Construction and Building Guidelines and for Historic**
17 **Preservation and New Construction with the Downtown Historic & Entertainment District**

18
19 Vice Mayor Grenier said the building guidelines and codes are very old, vague and weak. He said
20 there could be a chance that new construction and renovations would not fit into the city's
21 historical integrity and the aesthetics the city is trying to create. He noted this included the
22 residential neighborhoods because a modern looking house could replace a historic home.

23
24 Discussion followed on the issue of government restrictions, whether further guidelines would be
25 burdensome on property owners, and the option of historic replications and materials.

26
27 Councilmember Hope asked Mr. Skutt if the current guidelines were sufficient to prevent a house
28 from being built that would not fit in to Tavares. Mr. Skutt said the City adopted architectural
29 standards for the construction of new commercial buildings but the standards do not extend to the
30 residential area of the Historic District for construction of new homes. He noted that the Historic
31 District encompasses both commercial and residential.

32
33 Councilmember Hope said the Horizon Team could look at the guidelines and bring to Council for
34 approval or disapproval. Mr. Drury said the issue is that he has limited resources and limited staff
35 and did not want to spend staff time on issues that Council has no interest in. He discussed the
36 time that would be involved in reviewing the guidelines. He noted there is presently a Horizon
37 Team that reviews codes.

38
39 The majority of Council indicated they were not in favor of spending time on this goal.

40
41 **Item #2 - Purchase of Magrone Property**

42
43 Councilmember Pfister said staff could continue to look at grants to enable the city to purchase
44 this property.

45
46 Discussion followed regarding the city's budget, lack of funding to acquire the property, and the
47 preference of the majority of Council for the property to remain in the private sector.

1
2 Item #6- Expand Arts and Entertainment (Community theaters, Concerts, Street Entertainers,
3 etc.)
4

5 Councilmember Pfister said the city needs more cultural variety in the downtown. Councilmember
6 Smith said he had flagged this issue because of the community theater. Councilmember Pfister
7 said she wanted the city to be supportive of a community group that would like to have a
8 community theater. Mayor Wolfe encouraged Ms. Pfister to have the theater group appear before
9 Council to make a presentation. Councilmember Smith he would support a private business
10 creating a theater.
11

12 Councilmember Hope said he supports having more activities in Tavares however it would be
13 unfair to Mr. Drury to be given a goal to find a community theater in the next year compared to all
14 the structural projects that are of higher priority. Mayor Wolfe said he did not think this needed to
15 be considered as a specific goal for Mr. Drury but that Council would agree with the concept
16 generally.
17

18 **XI. OLD BUSINESS**
19

20 **XII. NEW BUSINESS**
21

22 **XIII. AUDIENCE TO BE HEARD**
23

24 **XIV. REPORTS**
25

26 **Tab 14) City Administrator**
27

28 Mr. Drury said the next Lake Sumter MPO meeting will be December 5th.
29

30 **City Clerk**
31

32 **Human Resources**
33

34 **Economic Development**
35

36 Mr. Neron thanked Council for their support of the train depot and the Wooton Park expansion.
37

38 **Public Communications**
39

40 **Public Works Department**
41

42 **Utility Department**
43

44 **Police Department**
45

46 **Fire Department**
47

1 **Community Services Department**

2
3 **Finance Department**

4
5 Ms. Houghton reminded those present to remember the tax benefit of a donation to the flag pole
6 project noting the city would provide a tax receipt.

7
8 **City Attorney**

9
10 Attorney Williams stated that his office will match Mr. Thompson's donation.

11
12 Attorney Williams noted that Attorney Smith-Frye had her baby daughter yesterday afternoon at 4
13 p.m. and her name is Amelia Kate. He said mother and daughter are doing well.

14
15 **Tab 26) City Council**

16
17 **Councilmember Pfister**

18
19 Councilmember Pfister said she is excited about the new fiscal year, the upcoming projects and
20 the new goals established.

21
22 **Councilmember Hope**

23
24 Councilmember Hope thanked Mr. Neron and Ms. Rogers for their assistance in providing
25 information he needed for speaking to a group of residents recently. He said he also appreciated
26 that when he had called staff members for assistance they have been very responsive which
27 helps him in making decisions.

28
29 **Vice Mayor Grenier** – No report

30
31 **Councilmember Smith**

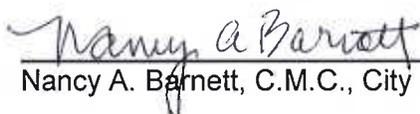
32
33 Councilmember Smith stated in that on this day in 1964 the first buffalo wing was served in
34 Anchor Bar in Buffalo, New York.

35
36 **Mayor Wolfe** – No report.

37
38 **ADJOURNMENT**

39
40 There was no further business and the meeting was adjourned at 5:57 p.m.

41
42 Respectfully submitted,

43
44 
45 _____
46 Nancy A. Barnett, C.M.C., City Clerk

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**CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
OCTOBER 17, 2012
CITY COUNCIL CHAMBERS
4:00 p.m.**

COUNCILMEMBERS PRESENT

ABSENT

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

STAFF PRESENT

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

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Chase Allen, Youth Pastor, Liberty Baptist Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mr. Drury said he would like to make the following changes to the agenda:

- add Tab 3A) Big House Sports Complex Presentation/Request for Financial Assistance for Permit Fee
- add Tab 15A) Discussion of the November City Council Meeting Date
- add Tab 15B) Discussion of the Date to hear the Royal Harbor Pressure Study and Recommendations
- remove Tab 19) Ruby Street Stormwater Project

1 Mr. Drury said the Ruby Street Stormwater Project will be brought back before Council at a later
2 date.

3
4 **MOTION**

5
6 **Kirby Smith moved to approve the agenda with the added changes, seconded by Bob**
7 **Grenier. The motion carried 5-0.**

8
9 **IV. APPROVAL OF MINUTES**

10
11 None.

12
13 **V. PROCLAMATIONS/PRESENTATIONS**

14
15 **Tab 2) Recognition of Eagle Scout for Architectural Rendering of Picnic Pavilion at Nature**
16 **Park**

17
18 Tamera Rogers introduced Garrett McCormack (15 years old), Eagle Scout candidate, who
19 recently approached the city with a request to fulfill his service project by building a picnic pavilion
20 at the Tavares Nature Park. She said Mr. McCormack has raised \$3,800 toward the project to
21 date. Ms. Rogers noted that the picnic pavilion will also fulfill one of the FCT land grant
22 management plan requirements on park lands.

23
24 Garrett McCormick showed an architectural rendering of the pavilion plans to Council.

25
26 **Tab 3) Customer Service Week**

27
28 Mayor Wolfe read a proclamation declaring October 22-26, 2012 as National Customer Service
29 Week.

30
31 Ms. Houghton recognized Utility Billing Customer Service Representatives Alexis Prevatt, Merry
32 Steinhorst, and Steve Rogers who were in the audience. She noted their professionalism to the
33 customers and citizens of Tavares.

34
35 **Tab 3a) Big House**

36
37 Mr. Drury said The Big House indoor Sports Facility off Lane Park Road is nearing completion
38 and Mr. and Mrs. Lemon are requesting financial assistance with the \$90,819.00 building permit
39 fee that is owed to the city. The permit fee cannot be waived as it is set by ordinance. He said
40 staff directed the Lemons toward the county's economic incentive program and the Lake County
41 Economic Development Department is making a recommendation to the Board of County
42 Commissioners to assist with the building permit fee by awarding \$11,000 after they create five
43 high wage jobs, as well as \$25,000 through the county business assistance permit fee program
44 toward the permit fee balance. This leaves a balance of \$54,000, which the county has offered to
45 assist by splitting the cost with the city at \$27,000 each. The city has no cash incentive program
46 and the monies would have to come out of reserves if awarded. Mr. Drury noted the project has
47 received \$1.193M in impact fee waivers from the city and county.

1
2 Chet Lemon thanked Council for the opportunity and said they are excited to be in the City of
3 Tavares. He said they are nearing completion and invited the Councilmembers to tour the facility.
4

5 Gigi Lemon said The Big House is no longer a dream but a reality. She said The Big House will
6 contribute to the city in three ways:
7

- 8 • Children/Schools – Tutoring and after school care
- 9 • Economic Development – Events will impact local restaurants, businesses, gas stations,
10 et al
- 11 • Jobs – Creation of five high value jobs, 80-100 people working events, full time/part
12 time/seasonal positions
13

14 Ms. Lemon said many of the events (state, national and international) to be held at The Big
15 House are already existing events that were hosted in other areas. She said four businesses will
16 be moving into The Big House including All American Sports, Sunshine Athletics, Florida AAU
17 and a management company.
18

19 Ms. Lemon asked for Council's consideration in awarding \$27,000 toward matching funds with
20 the Lake County Board of County Commission. She said the County will match the City of
21 Tavares funds and in turn pay the building permit fee to the city.
22

23 Mayor Wolfe said that he is glad the Lemons chose the City of Tavares to build The Big House, it
24 is a great project and touring the facility was incredible. He said the city was instrumental in
25 helping the project through the Impact Fee Waiver Program which saved over \$500,000 as well
26 as the County's program which saved another \$600,000. He said the city has not assisted with
27 permit fees in the past and he is not in favor.
28

29 Councilmember Smith said he is thrilled that the Lemon's brought The Big House to Tavares. He
30 noted that the permit fees have been deferred two times and that he is not in favor of forgoing the
31 permit fee or matching the county.
32

33 Vice Mayor Grenier said he is proud and glad that The Big House is in Tavares and noted that the
34 budget has already passed. He said that taking the funds out of Reserves is very difficult.
35

36 Councilmember Hope noted his support for the project and asked Mr. Lemon if the project will be
37 delayed or stopped if the request is turned down.
38

39 Mr. Lemon said the project will not stop but will be delayed. He said there have been many
40 unanticipated change orders throughout the project.
41

42 Councilmember Hope asked if a loan could be paid back to the city with a 6 month to 1 year note.
43 Mr. Lemon confirmed. Mr. Lemon said they are currently 90 days behind in opening the facility.
44

45 Councilmember Hope asked if a loan from the city is a possibility.
46

1 Attorney Williams said that it would be easier to leave the fee due but defer payment for an
2 additional 6 months which could be done in a payment plan. Mr. Williams said if the city agreed
3 to do any type of deferral or payment plan for economic incentive the correct way would be to
4 amend the existing ordinance. He said that he believes this would pass the public benefit
5 requirement.

6
7 Vice Mayor Grenier asked if the county will still consider a deferral as the same thing as a match.
8 Attorney Williams said he did not know as he was not involved in the negotiations with the county.
9

10 Councilmember Hope noted his support for the project and the request.
11

12 **MOTION**
13

14 **Norman Hope moved to direct Mr. Drury to work with the Lemon's concerning a 6 month**
15 **loan of \$27,000 at the prevailing interest rate that the city would have to pay if the city**
16 **borrow monies. The motion was seconded by Bob Grenier.**
17

18 Mr. Hope said the city would need to see if that would meet the county's standard for matching.
19

20 Attorney Williams asked if this is a true cash loan to pay back to the city itself. Mayor Wolfe
21 inquired about interest rates.
22

23 Mark Jones, Building Inspector, asked how the city would be legally covered and noted that the
24 Certificate of Occupancy cannot be issued until the permit fee is paid and issued. Mr. Drury said
25 the city will receive a check from another department for the loan amount as well as the payment
26 from the county which will cover the cost of the permit fee.
27

28 Vice Mayor Grenier inquired about loan payments. Mr. Drury said it sounds like a short term 6
29 month loan for \$27,000 plus the prevailing interest rate to be paid in full within 6 months.
30

31 Mayor Wolfe asked about the city's recourse if the loan is not repaid. Attorney Williams said that
32 if the city does not have any security for the loan it would be a civil liability from a company. He
33 said there are currently mortgages on the property that are in front of any loan that the city would
34 make so there is no practical security behind a multi-million dollar project.
35

36 Councilmember Pfister said she appreciates and commends the Lemon's for what they have
37 brought to the city. She noted the city has provided in \$562,392.50 in impact fee waivers toward
38 this project. She noted that she is not in support of a loan.
39

40 Councilmember Smith said he is 100% behind the Lemons but is not in favor of risking \$27,000 of
41 the citizens' money.
42

43 **The motion failed 1-4 as follows:**
44

45 **Robert Wolfe: No**
46 **Bob Grenier: No**
47 **Norman Hope: Yes**

1 **Lori Pfister:** No

2 **Kirby Smith:** No

3
4 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

5
6 Attorney Williams noted there is one quasi judicial matter before Council (Ordinance 2012-31 –
7 Rezoning of Wooton Park Expansion Site to Public Facilities District). He swore in those who
8 wished to provide testimony.

9
10 Attorney Williams asked Council if they wished to disclose any ex parte communications on this
11 matter.

12
13 **VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

14
15 Ms. Novack read the ordinances and resolutions by title only:

16
17 **ORDINANCE 2012-26**

18
19 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING**
20 **THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER**
21 **3, DEFINING "WINE AND BEER BAR"; AMENDING CHAPTER 8, TABLE**
22 **8-2, PERMITTED AND SPECIAL USES, BY ALLOWING WINE AND**
23 **BEER BARS IN THE CD (COMMERCIAL DOWNTOWN) DISTRICT AND**
24 **BY AMENDING NOTE 20 OF TABLE 8-2, CLARIFYING THAT**
25 **RESTAURANTS PROVIDING ALCOHOLIC BEVERAGES WILL BE**
26 **CLASSIFIED AS RESTAURANTS PROVIDING CERTAIN CONDITIONS**
27 **ARE MET; SUBJECT TO THE RULES, REGULATIONS AND**
28 **OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL;**
29 **PROVIDING AN EFFECTIVE DATE.**

30
31 **ORDINANCE 2012-31**

32
33 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING**
34 **APPROXIMATELY 3.61 ACRES OF PROPERTY GENERALLY**
35 **LOCATED ON THE WEST SIDE OF WOOTON PARK, SOUTH OF THE**
36 **RAILROAD RIGHT-OF-WAY FROM PD (PLANNED DEVELOPMENT) TO**
37 **PFD (PUBLIC FACILITIES DISTRICT); SUBJECT TO THE RULES,**
38 **REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF**
39 **TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE**

40
41
42 **ORDINANCE 2012-32**

43
44 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING**
45 **THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP**

1 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE
2 DESIGNATION ON APPROXIMATELY 3.61 ACRES OF PROPERTY
3 GENERALLY LOCATED ON THE WEST SIDE OF WOOTON PARK,
4 SOUTH OF THE RAILROAD RIGHT-OF-WAY; FROM COMMERCIAL
5 DOWNTOWN TO PUBLIC FACILITY/INSTITUTIONAL; PROVIDING FOR
6 SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL;
7 AND PROVIDING FOR AN EFFECTIVE DATE.

8
9 **ORDINANCE 2012-33**

10
11 **AN ORDINANCE AMENDING ORDINANCES 87-24, 99-21, AND 2007-36**
12 **AND SECTIONS 17-75 AND 17-77 OF THE CITY OF TAVARES LAND**
13 **DEVELOPMENT REGULATIONS PERTAINING TO STORM WATER**
14 **DRAINAGE UTILITY FEES; INCREASING SAID FEE FROM \$4.50/ESFU**
15 **TO \$5.50/ESFU; PROVIDING AN EFFECTIVE DATE**

16
17 **ORIDNANCE 2012-37**

18
19 **AN ORDINANCE AMENDING SECTION 17-77 OF THE CITY OF**
20 **TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO**
21 **THE STORMWATER DRAINAGE UTILITY MANAGEMENT FUND;**
22 **AUTHORIZING THE CONSOLIDATION OF THE FUND WITH OTHER**
23 **UTILITY FUNDS; AUTHORIZING THE FUNDS TO BE USED FOR ANY**
24 **LAWFUL PURPOSE; PROVIDING AN EFFECTIVE DATE.**

25
26 **VIII. CONSENT AGENDA**

27
28 Mayor Wolfe noted the Consent Agenda includes Tab 4, 5, 6, 7, 8, 9, 10.

29
30 Mayor Wolfe asked if anyone in the audience wished to speak on any items included on the
31 Consent Agenda.

32
33 Mayor Wolfe asked Council if there are any items on the Consent Agenda they would like to pull
34 for discussion.

35
36 Councilmember Smith asked to pull Tab 9.

37
38 **MOTION**

39
40 Kirby Smith moved to approve the consent agenda with Tab 9 pulled (Request for Road
41 Closure for Howl O Fest Event; Request for Road Closure for Hot Rally Event; Approval of
42 Monster Splash Fly In Event and Associated Contracts, TDC Grant and Agreement with Air
43 Boss; Interlocal Agreement with Lake County and Rodger Kooser regarding Alleyway near
44 Hotel; Authorization to Transfer Funds between Line Items in the Police Budget),
45 seconded by Norman Hope. The motion carried unanimously 5-0.

1
2 **Tab 9) Award of Bid to Construct Improvements to Todd Way Cul de Sac**

3
4 Councilmember Smith said this request has been before Council several times and felt it needed
5 an individual vote.

6
7 **MOTION**

8
9 Kirby Smith moved to approve the award bid construction improvements to Todd Way Cul
10 de Sac, seconded by Bob Grenier. The motion carried unanimously 5-0.

11
12 **IX ORDINANCES/RESOLUTIONS**

13
14 **FIRST READING**

15
16 **Tab 11) Ordinance #2012-37 – Amendment to Land Development Regulations to Combine**
17 **the Water & Wastewater Funds – Read for First Reading Only**

18
19 **SECOND READING**

20
21 **Tab 12) Ordinance #2012-26 – Amendment to Land Development Regulations to Allow**
22 **Stand Alone Wine & Beer Establishments in Certain Zonings**

23
24 Mr. Skutt said that in July 2012, Council directed staff to conduct research on wine and beer
25 establishments that are permitted in neighboring cities and bring forward a proposed draft
26 amending ordinance that would allow this use in Tavares. He said Mt. Dora and Leesburg uses
27 allow wine and beer establishments in certain designated land zonings. Staff recommends beer
28 and wine establishments should be a use most appropriate in the city's commercial downtown
29 zoning. This zoning is already overlaid by the city's downtown waterfront entertainment district
30 which supports and encourages outside entertainment. He said this district also has special
31 regulations for open containers and alcoholic beverages. He said this is a proposed amending
32 ordinance to the Land Development Regulations which 1) defines wine and beer bar 2) allows
33 wine and beer bar in the commercial downtown zone 3) fixes an inconsistency in the existing
34 regulations that clarifies restaurants that also sell alcoholic beverages are classified as
35 restaurants and not as bars. On September 20, 2012, the Planning & Zoning Board voted
36 unanimously to recommend approval of the ordinance with the condition that a prohibition of drive
37 through windows for dispensing alcoholic beverages should be added to the ordinance. This
38 condition has been added to the ordinance and staff recommends approval.

39
40 Mayor Wolfe asked for comment from Council.

41
42 Mayor Wolfe asked for comment from the audience.

43
44 **MOTION**

45
46 Kirby Smith moved to pass Ordinance 2012-26, seconded by Bob Grenier.
47

1 Councilmember Grenier said he liked the Planning & Zoning Board's added recommendation.
2

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

5 **Tab 13) Ordinance #2012-31 – Rezoning of Wooton Park Expansion Site to Public Facilities**
6 **District – 3.61 Acres**
7

8 Mr. Skutt said this ordinance rezones the waterfront property that the city has recently purchased
9 from Tavares Station for the purpose of expanding Wooton Park from Planned Development
10 Zoning to a Public Facilities Zoning. Under the Land Development Regulations a Public Facilities
11 Zoning is reserved and applies to all governmental uses. On September 20, 2012 the Planning &
12 Zoning Board voted unanimously to recommend approval of this rezoning. Staff recommends
13 approval of Ordinance 2012-31.
14

15 **MOTION**
16

17 **Norman Hope moved to approve [Ordinance 2012-31], seconded by Bob Grenier. The**
18 **motion carried unanimously 5-0.**
19

20 **Tab 14) Ordinance #2012-32 – Small Scale Future Land Use Amendment for Wooton Park**
21 **Expansion Site to Public Facility/Institutional – 3.61 Acres**
22

23 Mr. Skutt said this is a Future Land Use Map Amendment for the same property previously heard by
24 Council which amends the map designation from Commercial Downtown to Public Facility. The
25 Public Facility Land Use is the only compatible land use designation that goes with a Public Facility
26 Zoning. On September 20, 2012 the Planning & Zoning Board voted unanimously to recommend
27 approval. Staff recommends approval of Ordinance 2012-32.
28

29 **MOTION**
30

31 **Bob Grenier moved to approve Ordinance 2012-32, seconded by Norman Hope. The motion**
32 **carried unanimously 5-0.**
33

34 **Tab 15) Ordinance #2012-33 – Amendment to Ordinance 2007-36 for Stormwater Fees per**
35 **Adopted FY 2013 Budget**
36

37 Ms. Houghton said that during the fiscal year 2013 budget process it was determined that
38 operation costs and capital needs far exceeded the revenue generated from the current
39 stormwater fees. During the budget process Council identified several areas within the city that
40 do require improvements of stormwater collection. One area identified as needing urgent
41 attention is the downtown area waterfront. Stormwater issues on Ruby Street and the downtown
42 area have been longstanding, but the city was able to secure in this past fiscal year for the
43 upcoming fiscal year, 2 grants (State of Florida DEP and Lake County Water Authority) in the
44 amount of \$2M. Those grants require a match by the city. In response to stormwater needs
45 within the city the Council, during the budget process, approved the change in stormwater fees
46 from \$4.50 per ERU to \$5.50 per Equivalent Residential Unit. This change is included in the
47 amending ordinance so that the city can implement that budget goal. She said that during the

1 next City Council meeting an ordinance will be brought forward for consideration which will allow
2 the stormwater utility to be combined with the water/wastewater.
3

4 Councilmember Smith asked for confirmation that the Tavares stormwater fee is lower than the
5 surrounding cities. Ms. Houghton confirmed.
6

7 **MOTION**
8

9 **Bob Grenier moved to approve Ordinance 2012-33, seconded by Kirby Smith. The motion**
10 **carried unanimously 5-0.**
11

12 **X. GENERAL GOVERNMENT**
13

14 **15A) Discussion on November City Council Meeting Date(s)**
15

16 Mr. Drury said that he has received comments from some of the citizens regarding Council's
17 policy of holding one meeting in November in order to allow for the certification of election results
18 by the Supervisor of Elections as well as charter requirements for seating a new Council. He
19 asked if Council would like to continue with the current policy. He said that he wanted to make
20 sure the reason for holding one meeting in November is clarified for the record; the decision was
21 driven by statutory requirements, city charter requirements and election certification by the
22 Supervisor of Elections.
23

24 Attorney Williams said elected officials cannot be seated until they are certified by the Supervisor
25 of Elections which is ten business days after an election and the city charter obligates Council to
26 hold one meeting per month.
27

28 Mayor Wolfe asked for comments from Council. Discussion followed regarding several meeting
29 date options. Council noted their preference to continue with the current policy of holding one
30 meeting on the 3rd Wednesday of each November.
31

32 **15B – Meeting Date for Royal Harbor Water Pressure Discussion**
33

34 Mr. Drury noted the Royal Harbor water pressure report has been completed but that he wanted
35 to ensure that Council approves its placement on the December agenda.
36

37 Mr. Wolfe reiterated that the November City Council meeting will be held on November 21, 2012.
38 He asked that no sensitive items be included on the November agenda in order to allow for
39 citizen participation. Council noted their preference to include the Royal Harbor water pressure
40 discussion on the first agenda in December.
41

42 **Tab 16) Approval of Contract Language with lake County Sheriff for Dispatch Services**
43

44 Chief Lubins said that previously the Council voted to authorize the Mayor to execute a contract
45 with the Sheriff to provide Dispatch services (see attached July 18th minutes). The draft contract
46 called for an annual cost \$291,000 plus CPI. There are two final contractual items that need
47 Council direction as follows:

1
2 1. NON-EMERGENCY LINES - All emergency calls received would be answered "911 do
3 you need Police, Fire or Ambulance?" and non-emergency calls are typically answered
4 "Sheriff's Communications Center, how may I help you?" The Council had wanted the
5 Sheriff's Call Takers to answer those non-emergency calls from Tavares residents as
6 "Tavares Police Department how may I help you" although it would actually be a Sheriff's
7 employee taking the call. The Sheriff has recently obtained the cost estimates from the
8 phone company to install the necessary phone lines and equipment to each Call Taker
9 station to accommodate this special request by separating all the Tavares residential non-
10 emergency calls from all other calls. The estimate onetime cost is \$60,000, which would
11 be on top of the \$291,000 annual contract. One option would be to have the Call Takers
12 answer in the same manner that they answer for all of the other cities the Sheriff
13 dispatches for (Clermont, Umatilla etc....) and save \$60,000. If this option is selected then
14 the non-emergency calls would be answered "Sheriff Communications' Center How may I
15 help you?" If an officer needed to be dispatched for the non-emergency issue (Noise
16 Complaint for example) then the dedicated Tavares dispatcher would dispatch a Tavares
17 Police Officer. Staff seeks final direction on this for final contract language.

18
19 2. RADIO COMMUNICATIONS COSOLES: The Sheriff has completed his evaluation of the
20 Tavares existing consoles and has determined that they would not be up to date and
21 adequate to inter-phase with his new system and therefore a new compatible dedicated
22 Tavares radio communications console needs to be purchased and installed for the
23 Tavares dedicated dispatcher at a onetime cost of \$66,000. The following two options
24 exist: Purchase this equipment over a four year period with year one being at no cost and
25 then paying \$23,740 each year for three years (total cost is \$71,220) or pay \$66,000
26 upfront which saves \$5,200. Staff seeks final direction on this for final contract language.

27
28 Chief Lubins noted there are two options for Council's consideration:

- 29
30 1. That Council removes the requirement to answer "Tavares Police Department" for non-
31 emergency calls and saves \$60,000 and that Council funds the consoles over four years
32 with year one being at no cost. This option results in no change to the FY 13 budget.
33 2. That Council keeps the requirement to answer "Tavares Police Department" for non-
34 emergency calls and pays the \$60,000 out of Police Department savings from recent
35 retirements of a Captain and Lieutenant and that Council fund the consoles over four
36 years with year one being at no cost. This option results in no change to the FY 13 total
37 budget but puts off replacing the retiring Captain and Lieutenant with a road patrol officer
38 for a year.

39
40 Chief Lubins said staff recommends option one (1).

41
42 Councilmember Smith asked Attorney Williams if there are any conflicts as he is employed by a
43 phone company. Attorney Williams said no, unless he was receiving a commission. Mr. Smith
44 said he is not.

45
46 Councilmember Pfister asked if this is a new item and if the Sheriff's office already has equipment
47 to accommodate the city's needs. Chief Lubins said the Sheriff's office has a different system

1 which cannot interface with the city's current system. He said software and licenses must be
2 obtained for additional stations.

3
4 Councilmember Hope said he is not in favor of spending \$60,000 for verbiage. He noted his
5 concern for the increasing cost.

6
7 Councilmember Smith said the Sheriff's Office would not be able to dispatch for Tavares without
8 additional personnel, consoles and licensing and felt that even with the unexpected expense
9 there would be savings in the long run.

10
11 Vice Mayor Grenier said he would like to go on the record that this was something that wasn't
12 brought up before and is an add-on at a cost of \$71,220.

13
14 Councilmember Pfister inquired about incurring any costs for possible upgrades that the Sheriff's
15 Office may make in the future. Mr. Drury said Council approved a five year contract which will be
16 renegotiated when it expires.

17
18 Mayor Wolfe asked for comments from the audience.

19
20 Councilmember Pfister asked how it would be funded if not out of the Police Department savings.
21 Mr. Drury said it would come out of Reserves.

22
23 **MOTION**

24
25 **Kirby Smith moved to go with staff recommendation Option #1, seconded by Lori Pfister.**
26 **The motion carried unanimously, 5-0.**

27
28 **Tab 17) Establishment of Management Collective Bargaining Team for Police Union**
29 **Negotiations**

30
31 Mr. Drury said Council needs to develop a Management Collective Bargaining Team for the
32 upcoming Police Union negotiations. He asked for Council's direction if they would like the City
33 Administrator, Police Chief and a Councilmember to begin the bargaining process. He said that
34 anything that is bargained from the management team will be brought back to the City Council for
35 discussion and final approval.

36
37 Councilmember Hope said he would like to volunteer.

38
39 Councilmember Smith, Councilmember Grenier, and Mayor Wolfe noted their support for
40 Councilmember Hope.

41
42 Attorney Williams said Council may wish to hold a 'Shade Meeting' to provide the Management
43 Team some broad term direction as the collective bargaining process proceeds.

44
45 **MOTION**
46

1 **Kirby Smith moved to appoint the City Administrator, Chief of Police and Councilmember**
2 **Norman Hope to the Police Bargaining Management Team, seconded by Bob Grenier. The**
3 **motion carried unanimously 5-0.**
4

5 **Tab 18) Approval of Ranking of Request for Proposals for Building Official Services**
6

7 Mr. Skutt said for the past six years the city has contracted with Nova Engineering to provide
8 Building Inspection service. Their contract expires this fall and in August staff posted a Request
9 for Proposal for Building Official, planning review and inspection services. The city received
10 proposals from five different firms who had excellent references and demonstrated that they
11 possessed the experience and capabilities to perform the service. With all being equal cost
12 became the deciding factor to the ranking committee (Economic Development Director, Planning
13 and Zoning Coordinator, and Community Development Director). Mr. Skutt said Quorum Services
14 had the lowest proposed monthly fee of \$9,967.00 and staff recommends Council move to
15 instruct staff to negotiate a contract for execution by the City Administrator with Quorum Services
16 for Building Inspection Services.
17

18 Mr. Drury commended Mark Jones, Building Official, Nova Engineering, and said that he would
19 like to make it clear for the record that he is one of the best, honest and straightforward
20 professionals that he has worked with throughout his career and any Council decision is no
21 reflection on Mr. Jones.
22

23 Councilmember Pfister asked why we are changing. Mr. Drury said it was due to the \$24,000 in
24 savings.
25

26 Mayor Wolfe said \$24,000 is a significant savings. He commended Mark Jones and said he is
27 very knowledgeable and excellent to work with.
28

29 **MOTION**
30

31 **Bob Grenier moved to approve the ranking of RFP for Building Inspection Services,**
32 **seconded by Kirby Smith. The motion carried unanimously 5-0.**
33

34 **Tab 19) Authorization for Malcolm Pirnie to Design Phase 1 for Ruby Street Stormwater**
35 **Project**
36

37 (Deferred to a future meeting)
38

39 **Tab 20) Approval of Interlocal Agreement with Lake County for Replacement and**
40 **Maintenance of City Traffic Signs**
41

42 Mr. Thompson said that Lake County is approaching all of the cities to provide traffic sign
43 maintenance and emergency sign repair services at a cost of \$10.08 per assembly per year with
44 an estimated annual cost of \$8,000 per year. The county has its own sign shop and is well
45 equipped to inspect, assess, record, maintain and fabricate traffic signs that comply with recent
46 updates to the FDOT standards for reflectivity at a lower cost. Mr. Thompson said that by utilizing
47 the County's established sign resources it will allow Tavares to comply with the required

1 standards at a reduced cost and permit the city's limited staff to focus on more pressing and local
2 issues. The City of Clermont has satisfactorily used Lake County services for over a year and
3 staff recommends approval.
4

5 Mayor Wolfe asked for comment from Council.
6

7 Mr. Thompson noted that D3 signs can no longer be manufactured in-house. Mr. Drury said the
8 city will save in liability as well.
9

10 **MOTION**
11

12 **Norman Hope moved to approve, seconded by Bob Grenier. The motion carried**
13 **unanimously 5-0.**
14

15 **Tab 21) Discussion of Utility Lien Policy & Procedures**
16

17 Ms. Houghton said staff would like to make a change to the current utility lien notification
18 procedures by removing the requirement to 'personally serve the property owner' when
19 notification by certified letter is returned unclaimed, or the signature of receipt for a certified letter
20 does not match the property owner. She provided a brief history of the lien processing
21 procedures and said that due to the unique nature and volume (6,500 utility accounts) related to
22 billing and collecting utility charges, it is difficult and costly for to provide personal service as
23 many property owners are out of state, deceased, etc.
24

25 Mayor Wolfe asked for comment from Council.
26

27 Councilmember Smith said he just wants to make sure this is for utility and not code enforcement.
28 Ms. Houghton confirmed.
29

30 Councilmember Hope asked if it would include the new fire assessment. Ms. Houghton
31 confirmed.
32

33 Attorney Williams noted that this policy was originally initiated due to a code enforcement case
34 and that utility accounts are much more numerous and mobile. He noted it is estimated that for
35 15-16 liens the cost would be \$1,000 to \$1,300 for personal service. He said the utility liens are
36 working because closing agents in real estate are contacting the city to pay off outstanding lien
37 balances for sales/short sales and personal service and is more protection than is needed for
38 utility fees.
39

40 **MOTION**
41

42 **Norman Hope moved to approve, seconded by Bob Grenier. The motion carried**
43 **unanimously 5-0.**
44

45 **Tab 22) Removal of Contaminated Soil from Captain Haynes Road Site**
46

1 Mr. Thompson said staff is seeking approval to spend approximately \$10,785 for the removal of
2 the contaminated overburden (soil over the water line) stemming from the discovery of a buried
3 fuel tank during construction of Captain Haynes Road in 2007. He said that the city received a
4 request from FDEP on May 20, 2011 stating additional tasks are required before a Site
5 Assessment Report can be considered complete. The city complied with the FDEP request by
6 contacting Andreyev Engineering to perform monitoring, testing and proper submittals. The
7 monitoring and testing is ongoing and requires two consecutive quarter reports indicating
8 acceptable levels of contamination for compliance. To date, levels from the 6 monitoring wells
9 have receded in most cases to acceptable levels, however there still remains some 'above
10 acceptable' levels which are increasing slightly. The recommended course of action and cost
11 proposed by Andreyev Engineering consists of removing and transporting the contaminated
12 overburden to an off-site facility with the replacement of clean soil and reinstallation of a monitor
13 well and staff recommends approval. Mr. Thompson noted that \$7,698 was saved with the
14 previous approval of the bid award for the cleaning contract which can be applied to the cost
15 leaving a balance of \$3,087.

16
17 Mayor Wolfe asked if this will solve the problem. Mr. Thompson said they do not know, but that it
18 is the best course of action. Mr. Drury said the wells will be monitored for an additional six
19 months.

20
21 Councilmember Smith noted his preference to use the monies that were saved from the Building
22 Services contract instead of coming out of General Fund Reserves toward the \$3,087 difference.

23
24 Vice Mayor Grenier said it sounds like an emergency type situation. Mr. Thompson said
25 Andreyev Engineering is holding off on the 4th quarter reply until they can include Council's
26 decision on the report.

27
28 Mayor Wolfe spoke in support of approval.

29
30 **MOTION**

31
32 **Kirby Smith moved to approve the work to clean up the contaminated soil using funds**
33 **from the savings of two newly installed contracts, seconded by Lori Pfister. The motion**
34 **carried unanimously, 5-0.**

35
36 **XVI. OLD BUSINESS**

37
38 None.

39
40 **XVII. NEW BUSINESS**

41
42 None.

43
44 **XVIII. AUDIENCE TO BE HEARD**

45
46 Mayor Wolfe asked if anyone in the audience wished to speak on any items not on the agenda.
47

1 **XIV. REPORTS**

2
3 **Tab 23) City Administrator**

4
5 Mr. Drury said the Golden Triangle Summit Meeting is scheduled October 22, 2012 at 5:30 p.m.
6 in Mount Dora.

7
8 Mr. Drury read an Honor Flight Network flyer inviting all to come to a 'welcome home' celebration
9 on October 28, 2012 at the American Legion Post 347, Lady Lake, for WWII Veterans returning
10 from Washington DC.

11
12 **City Clerk**

13
14 **City Attorney**

15
16 **Finance Department**

17
18 Ms. Houghton thanked all the veterans and wished them a Happy Veterans Day.

19
20 **Economic Development**

21
22 **Public Communications**

23
24 Ms. Ross said WUCF was in Tavares filming an upcoming program to air in January 2013. She
25 commended the Jones Brothers staff for their assistance during the filming and said WUCF was
26 impressed with the city and indicated that they would return to Tavares in the future to cover
27 additional stories.

28
29 Ms. Ross noted that a Charter Referendum was included on the ballot

30
31 **Fire Department**

32
33 **Public Works Department**

34
35 **Community Services Department**

36
37 **Human Resources**

38
39 **Community Development**

40
41 **Tab 24) City Council**

42
43 **Councilmember Pfister**

44
45 **Councilmember Hope**

46
47 **Vice Mayor Grenier**

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23

Vice Mayor Grenier said his uncle (Ed) recently passed away. He was a WWII Veteran, Marine 3rd Division who served in Guam and Iwo Jima.

Councilmember Smith

Councilmember Smith noted the upcoming Seaplane Monster Splash, Howl O Fest, Trunk or Treat events.

Councilmember Smith relayed his sympathies to Vice Mayor Grenier.

Mayor Wolfe

Adjournment

There was no further business and the meeting was adjourned at 5:59 p.m.

Respectfully submitted,



Susie Novack, MMC
Deputy City Clerk

**CITY OF TAVARES
TAVARES CITY COUNCIL
DATE OF MEETING: NOVEMBER 21, 2012**

AGENDA TAB NO: 5

SUBJECT TITLE: Designation of Bank for Official Depository

OBJECTIVE:

To consider the designation of Branch, Banking & Trust (BB&T) as the official depository for the City.

SUMMARY:

Council approved BB&T to be the city's official depository on February 1, 2012 and authorized the City Administrator to execute the contract for their services. BB&T is a State of Florida Authorized Depository and provides collateral of U.S. Treasury Securities (specifically designated) for all City of Tavares Deposits.

OPTIONS

- 1) Move to approve BB&T Bank to be the official depository for the City of Tavares
- 2) Do not approve BB&T Bank as the official depository.

STAFF RECOMMENDATIONS:

Move to approve BB&T Bank as the official depository for the City of Tavares.

FISCAL IMPACTS:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
NOVEMBER 21, 2012**

AGENDA TAB NO. 6

SUBJECT TITLE: Designation of those Authorized to Sign Checks

OBJECTIVE:

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

SUMMARY:

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

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

OPTIONS: N/A

STAFF RECOMMENDATION:

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

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY: N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 21, 2012**

AGENDA TAB NO. 7

SUBJECT TITLE: Lake County Library Policy—Patron Code of Conduct

OBJECTIVE: To approve the revision to Lake County Library Policy LCC-34 as presented.

SUMMARY: Periodically, the Lake County Library System reviews and updates its policies, and with each revision, approval by the governing bodies of the member libraries is required.

This policy revision was recommended and reviewed by member library directors, and approved by the Lake County Library Advisory Board at its regular meeting on July 26, 2012.

OPTIONS:

- 1) Approve the recommended change to the policy
- 2) Do not approve

STAFF RECOMMENDATION:

Move to approve the amendments to Lake County Library Policy LCC-34 as presented.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: n/a



LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: LAKE COUNTY LIBRARY SYSTEM
PATRON CODE OF CONDUCT

Number: LCC-
Cancels: LCC-34
Approved:

I. OBJECTIVE

To guarantee the rights of patrons to a proper atmosphere in their use of the Lake County Library System Member and Branch Libraries by establishing basic rules of conduct.

II. DEFINITIONS AND REFERENCES

A. Member Libraries:

Libraries which meet the "Guidelines and Minimum Standards for Public Libraries Entering the County Library System", Lake County Policy Number LCC-7; and which through their local governing bodies, have entered into an Interlocal Agreement with Lake County to provide library service to the residents of Lake County.

B. Branch Libraries:

Libraries which are funded and operated solely by Lake County Board of County Commissioners to provide library service to its residents and fall under the Library Services Division of the Department of Public Resources.

C. Adult:

For library system purposes, an individual sixteen (16) years of age, or older.

III. DIRECTIVES

- A.** This policy applies to all Lake County Library System member libraries and branch libraries. Individual member libraries may impose additional rules, if approved by their governing bodies and not in contradiction to this policy.

B. The following activities are prohibited on Library premises:

1. Smoking
2. Eating or drinking, except in designated areas
3. Abusive language
4. Inadequate attire (shoes and shirts are required)
5. Loitering, panhandling
6. Solicitation, campaigning or petitioning unless prior permission has been given by the Library
7. Selling merchandise or services on Library property unless sponsored by the Library
8. Animals except those approved as working companion animals or for the purposes of Library approved programs
9. Disruptive, unsafe or threatening behavior, including harassment of Library personnel and customers

Depending on the nature, seriousness or recurrence of the offense, persons may be suspended pursuant to Library procedures or staff may contact law enforcement.

The following are prohibited on Library premises and will result in immediate expulsion from the Library premises without warning:

1. Criminal activity as defined by Florida Statutes
2. Inebriation/under the influence of drugs
3. Violence or destruction of property

Supervision requirements for children in the Library:

The responsibility for the safety, behavior and access to library resources, for children rests with the parent or responsible caregiver.

Children eight (8) or under must have a parent or caregiver, sixteen (16) years of age or older, within the immediate sight of the child. If the child is attending a children's program, the responsible party must remain in the library. Adults bringing groups of children into the Library must provide supervision for the children throughout their visit.

If a child under the age of sixteen (16) is disruptive or appears to be ill or in danger, library staff will attempt to locate the child's parent, guardian or caregiver. If the Library staff is unable to locate a responsible party, law enforcement will be contacted to assume responsibility for the child.

If a child under the age of fourteen (14) is found to be unattended at closing, an effort will be made to locate a parent, guardian or responsible caregiver. If the Library staff is unsuccessful at finding a parent, guardian or responsible caregiver, law enforcement will be called to remove the child from the premises.

IV. APPEALS PROCESS

Any patron who is suspended or trespassed for 30 days or more, has the right to appeal the decision.

If a patron was trespassed from a member library, the patron must appeal in writing to the Library Director, who must respond in writing within 10 days. A patron may appeal the Director's decision as prescribed by the member library's governing body.

If a patron was trespassed from a county branch library, the patron must appeal within 10 days in writing to the Library Services Division Manager, who must respond in writing within 10 days. If the appeal to the Library Services Division Manager is not satisfactory, the patron may make a final appeal to the Public Resources Director. The Public Resources Director will make a final determination within 14 days of receipt of appeal.

V. RESERVATION OF AUTHORITY

The authority to issue or revise this policy is reserved to the Lake County Board of County Commissioners.

Leslie Campione
Chairman, Board of County Commissioners
Lake County

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: NOVEMBER 21, 2012**

AGENDA TAB NO: 8

SUBJECT TITLE: Approval of Contract to host Bass Pro Shop Crappie Masters 2013 State Championship tournament

OBJECTIVE:

To have City Council approve the attached contract to host the Bass Pro Shop Crappie Masters 2013 State Championship at Wooton Park on January 25 – 26, 2013.

SUMMARY:

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

As outlined in the attached contract, it is proposed that the City and the TDC again host this event in 2013. The estimated cost of the event includes a host fee of \$15,000 and an estimated \$5,000 for event related expenses.

The TDC has committed to providing half of the host fee (\$7,500) and half of event related expenses (\$2,500). The City's share of expenses would be an estimated total of \$10,000 and would be covered by 2012/13 CRA-TIF revenues.

The approved TDC event funding application has been filed.

Staff is requesting that Council approve the attached contract for the City to host the Bass Pro Shop Crappie Masters 2013 State Championship at Wooton Park.

OPTIONS:

1. To approve the attached contract to host the Bass Pro Shop Crappie Masters 2013 State Championship at Wooton Park
2. To not approve the attached contract.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached contract to host the Bass Pro Shop Crappie Masters 2013 State Championship and to

provide the needed estimated funds of \$10,000 from the 2012/13 CRA – TIF fund budget.

FISCAL IMPACT:

The estimated City out-of-pocket expenditures of \$10,000 will be covered by 2012/13 CRA – TIF revenues.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached contract.



The guarantee says it all!

Promote • Enhance • Preserve

THIS AGREEMENT is made as of the ___ day of November in the year 2012, between **THE CITY OF TAVARES**, a Florida Municipal Corporation, whose address is 201 East Main TAVARES, Florida (hereinafter referred to as the “SPONSOR”), and **CRAPPIE MASTERS INC.**, whose address is P.O. Box 989, Lebanon, Missouri 65536, (hereinafter referred to as the “CRAPPIE MASTERS”).

W I T N E S S E T H:

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

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

1. CRAPPIE MASTERS shall: conduct a crappie tournament on the dates of **January 25 & 26, 2013**, with the following schedule: **January 24th**- Registration-Seminar and hold a Media Fish Off. Competition on **January 25 & 26** and a Kids Rodeo event on January 26th. CRAPPIE MASTERS in connection with said tournaments shall:

- (A) Be responsible for all expense incurred in connection with travel, telephone, advertising and national promotion activities, printing of brochures and salaries related to stated tournament.
- (B) Provide rules/regulations for said tournament, solicit and acquiring all entries for tournament.
- (C) Arrange for all pairing of press and observers as needed.
- (D) Provide all press coverage for event.
- (E) Design, print and distribute official brochure containing tournament information and solicit ads for brochure.
- (F) Brief, supervise and instruct all personnel working in connection with the crappie tournament.
- (G) Provide additional services and agreements as follows: CRAPPIE MASTERS shall guarantee 100% payback in cash and prizes to said tournament entries.
- (H) Provide media tournament on Wednesday, Jan 24th, 2013.
- (I) Guarantee 55 boats for the two day tournament.
- (J) Refund to SPONSOR \$100.00 per boat for anything less than 55 boats on Jan 26^h, 2012 . This amount shall be deducted from the amount payable to CRAPPIE MASTERS from SPONSOR under this Agreement.
- (K) Provide two full-page ads (one for Lake County and one for SPONSOR) in national catalogue.
- (L) Provide web site link for the year.
- (M) Provide poster and brochure distribution throughout the tournament trail.

Paul Alpers, President: 573-280-8020

Bobby Brown, Vice President: 417-532-0244 email: crappiemasters@gmail.com

Crappie Masters, Inc.-P.O. Box 989-Lebanon, MO. 65536

2. SPONSOR shall:

(A) Provide a meeting room at no charge for the Official Registration on **Jan 24th, 2013** and secure and provide the Wooton Park facility on Friday and Saturday, **January 25 & 26th** for the crappie tournament.

(B) Pay to CRAPPIE MASTERS the sum of \$15,000. The check shall be made payable to Crappie Masters, Inc. and payable in 2 installments as follows \$7,500.00 on December 15, 2012 and \$7,500.00 due on Jan 26th, 2013

(C) Provide Food vouchers for the anglers on the evening after day 1 weigh in.

(D) Provide a \$10.00 meal voucher for each angler to be used at designated downtown restaurants.

(E) Provide meal for 40 people for media VIP fish off.

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

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

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

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

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

B. Business Automobile Liability.

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

owned, non-owned and hired vehicles, and employee non-ownership use.

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

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

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

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

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

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

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

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

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

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

**City of TAVARES
Attention: Bill Neron**

TAVARES, Florida

N. The Certificate(s) of Insurance shall indicate that SPONSOR shall be notified at least

Paul Alpers, President: 573-280-8020
Bobby Brown, Vice President: 417-532-0244 email:crappiemasters@gmail.com
Crappie Masters, Inc.-P.O. Box 989-Lebanon, MO. 65536

thirty (30) days in advance of cancellation.

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

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

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

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

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

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

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

9. Independent Contractor. CRAPPIE MASTERS agrees that it is an independent contractor and not an agent, joint venturer, or employee of SPONSOR, and

nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SPONSOR to its employees, including but not limited to, workers'

compensation insurance, unemployment insurance, or retirement benefits, are available from the SPONSOR to CRAPPIE MASTERS. CRAPPIE MASTERS will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. CRAPPIE MASTERS shall be solely and entirely responsible for its acts during the performance of this Agreement.

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

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

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

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

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

11 **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of CRAPPIE MASTERS and SPONSOR.

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

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

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

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

“SPONSOR”

Paul Alpers, President: 573-280-8020
Bobby Brown, Vice President: 417-532-0244 email:crappiemasters@gmail.com
Crappie Masters, Inc.-P.O. Box 989-Lebanon, MO. 65536

THE CITY OF TAVARES, FLORIDA

By: _____

John H. Drury, City Administrator

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

CRAPPIE MASTERS, INC.

By: Paul Alpers

Its: Vice President

Date: _____

2013 CRAPPIE MASTERS STATE CHAMPIONSHIP

EVENT ITEM COST				
Item	Cost Each	Delivery Fee	Number of Items	Cost
8' Barricades	\$ 12.00		10	\$ 120
4'x8' Stage	\$ 70.00	\$ 25.00	0	\$ -
Portalet - Regular	\$ 85.00		0	\$ -
Portalet - Handicap	\$ 150.00		0	\$ -
Wash Station	\$ 75.00		0	\$ -
Portable Generator	\$ 50.00		0	\$ -
Bleachers	\$ 600.00		2	\$ 1,200
Garbage Bins	\$ 10.00		5	\$ 50
Item	Cost Per Hour	Delivery Fee	Number of Hours	Cost
Garbage Pick Up	\$ 85.00		0.5	\$ 43
Restroom Cleaning Service	\$ 30.00		0	\$ -
Light Tower	\$ 150.00		3	\$ 450
TOTAL COST FOR EVENT ITEMS:				\$ 1,862.50

EVENT PERSONNEL COST				
Personnel	Cost Per Hour	Misc Fees	Number of Hours	Cost
Police Officer	\$ 30.00		4	\$ 120
Firefighter w/ First Aid Unit	\$ 30.00		0	\$ -
				\$ -
				\$ -
TOTAL COST FOR EVENT PERSONNEL:				\$ 120.00

TOTAL ESTIMATE COST:				\$ 1,982.50
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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: NOVEMBER 21, 2012**

AGENDA TAB NO: 9

SUBJECT TITLE: Approval of Contract to host 2013 College BASS Series Fishing Tournament on January 4 - 5, 2013

OBJECTIVE:

To have City Council approve the attached contract to host the 2013 College BASS Series fishing tournament at Wooton Park on January 4 – 5, 2013.

SUMMARY:

For the last five years, the City of Tavares in partnership with the Lake County Tourist Development Council (TDC) has hosted various BASS Fishing events at Wooton Park.

As outlined in the attached contract, it is proposed that the City and the TDC host a 2013 College BASS Series fishing tournament. The estimated cost of the event includes a host fee of \$10,000 and an estimated \$5,000 for event related expenses.

The TDC has committed to providing half of the host fee (\$5,000) and half of event related expenses (\$2,500). The City's share of expenses would be an estimated total of \$7,500 and would be covered by CRA-TIF revenues approved in the 2012/13 budget.

The approved TDC event funding application has been filed.

Staff is requesting that Council approve the attached contract for the City to host the 2013 College BASS Series fishing tournament at Wooton Park.

OPTIONS:

1. To approve the attached contract to host the 2013 College BASS Series fishing tournament at Wooton Park
2. To not approve the attached contract.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached contract to host the 2013 College BASS Series fishing tournament with the needed estimated funds of \$7,500 as approved in the 2012/13 CRA – TIF fund budget.

FISCAL IMPACT:

The estimated City out-of-pocket expenditures of \$7,500 will be covered by 2012/13 CRA – TIF revenues.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached contract.

BASSMASTER® HOST AGREEMENT

Agreement between City of Tavares ("Host"), located at 201 East Main Street, Tavares, Florida, 32778

and

B.A.S.S., LLC, a Delaware limited liability company ("B.A.S.S."), having a mailing address of 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243.

Whereas, B.A.S.S. is in the business of staging fishing tournaments and is desirous of conducting and promoting the 2013 College B.A.S.S. Series ("Tournament"), with the Tournament dates of January 4-5, 2013.

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

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

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

- f. Provide host mentions on site during weigh-in.
- g. Provide host official opportunity to welcome anglers at briefing/registration.
- h. Ability for host to distribute collateral to anglers regarding the destination.
- i. Pre-event stories compiled by and distributed by B.A.S.S. Communications Department to national media.
- j. In-show features and mentions of the fishery and/or destination during three (3) separate telecasts of College B.A.S.S. Series and National Championship, which will air on an ESPN Network.

2. In addition,

(a) B.A.S.S. shall cause an audio-visual program of the Tournament (the "Program") to be telecast on an ESPN or similar television network unless it is prevented from doing so for reasons beyond its control, conflicting scheduling requirements or other bona fide reasons. Any schedule for the Program (whether or not Host receives notice of it) is subject to change at any time for any reason in ESPN's sole discretion. Host shall not cause, authorize, license or permit any exhibition or distribution of the Program or any portion thereof in any form by any means, uses or media whatsoever. Subject to B.A.S.S. prior written consent, not to be unreasonably withheld, Host may distribute clips of the Tournament after its initial telecast by B.A.S.S. in promotional material, on its website, and for other purposes not in conflict with those of B.A.S.S.

3. Host shall provide and coordinate the following at no cost to B.A.S.S.:

In addition to a host bid fee, as designated by a sliding scale based on participation, the Host shall provide and coordinate the following at no cost:

- a. Hotel rooms: 15 complimentary hotel room nights at a 3-star hotel or higher.
- b. Complimentary meeting space for tournament registration, meal function and briefing during tournament week. Briefing room audio/visual requirements are a podium and public address system, complimentary.
- c. Host will at time of registration provide each angler a food ticket with a face value of \$8.00 which can be used to purchase food at selected downtown Tavares restaurants.



- d. Complimentary venue for weigh in.
- e. Complimentary overnight security at the weigh in. Hours determined by B.A.S.S.
- f. Assistance with discounted or complimentary ramp fees.
- g. Complimentary install of one DSL line at the weigh in venue.
- h. Complimentary electric and water hook ups.
- i. Complimentary waste management services, including a large dumpster and assistance with daily clean up.
- j. Service yard – a paved area at least 150' x 350', with water hook ups.
- k. Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required.
- l. Ice delivered to the weigh-in area; amount to be determined by College B.A.S.S..
- m. Notification to area first responders of event.
- n. Site review expenses for one person for one night to include hotel accommodations if needed to be determined by College B.A.S.S.
- o. Bleachers/chairs for spectator seating

4. Host shall pay to B.A.S.S. a host fee of based on the following sliding scale. Host fee is payable to B.A.S.S., LLC, P.O. Box 890516 Charlotte, NC 28289-0516, Tax ID# 45-0517438. Payment must be made prior to January 25, 2013.

Host Fee Sliding Scale Based on Participation

101 boats/202 anglers	to	300 boats/600 anglers	\$10,000
76 boats/152 anglers	to	100 boats/200 anglers	\$7,500
51 boats/102 anglers	to	75 boats/150 anglers	\$5,000
25 boats/50 anglers	to	50 boats/100 anglers	\$3,000

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

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

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

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

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

9. REPRESENTATION AND WARRANTIES

(a) The parties hereby warrant and represent that they have full legal rights and authority to enter into this Agreement and to perform their obligations hereunder, and that by entering into this Agreement or performing their obligations hereunder, they are not in default or breach of any contract or agreement with any third party and they are not violating or infringing upon the rights of any third party. The parties represent and warrant that they are not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order of the United States, actual or threatened, from entering into this Agreement or carrying out its provisions or the transactions contemplated thereby.

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

10. INSURANCE

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

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

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

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

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

(iii) Certificates of insurance (or copies of policies, if required by B.A.S.S.) shall be furnished to B.A.S.S. All insurance required in this Section shall include B.A.S.S., its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation and, Employers Liability. The waiver of subrogation applies to all coverages).

(iv) B.A.S.S.'s failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Host or outside third party performing on behalf of Host obligations or the rights of B.A.S.S.

(v) The minimum limits of the insurance required in this Section shall in no way limit or diminish Host liability under other provisions of this Agreement.

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

(A) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and advertising liability (which must be maintained for three (3) years following the end of the Tournament) with minimum limits of \$1,000,000 written on an occurrence form basis;

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

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

(ii) All insurance required in this Section shall be with companies and on forms acceptable to Host and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Host.

(iii) All insurance required in this Section shall be primary and not contributory with regard to any other available insurance to Host, and the officers, commissioners, employees, agent and assigns of Host.

(iv) All insurance required in this Section shall be written by companies with a BEST Guide rating of B+ VII or better, and licensed to do business in the state of Florida.

(v) Certificates of insurance (or copies of policies, if required by Host) shall be furnished to Host. All insurance required in this Section shall include Host, its commissioners, employees, agents and assigns as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation applies to all coverages).

(vi) Host's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver to B.A.S.S.'s obligations or the rights of Host.

(vii) The minimum limits of the insurance required in this Section shall in no way limit or diminish B.A.S.S.'s liability under other provisions of this Agreement.

11. INDEMNIFICATION

(a) To the extent permissible by applicable law, Host shall defend (if required by B.A.S.S. and with counsel selected by B.A.S.S.), indemnify and hold B.A.S.S., its parent company, and any subsidiaries, related and affiliated companies of each, and the officers, directors, members, agents, employees and assigns of each, harmless from

and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of:

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

- (iv) any breach of B.A.S.S. representations, warranties or agreements as set forth herein; and/or
 - (v) any other failure of B.A.S.S. to comply with any obligation on its part to be performed hereunder.
- (c) The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims occurring after the expiration or termination of this Agreement as well as while this Agreement is in force.
- (d) The party requesting indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") in writing as soon as practicable of a claim for indemnification. The Indemnitor shall afford the Indemnitee the opportunity to participate, at the Indemnitee's expense, in the defense of any such claim; provided however that the Indemnitor shall have the right to control all aspects of the handling of such claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of such claim. Without limiting the generality of the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such claim reached by the Indemnitee, as well as the costs of defending such claim (or reaching a settlement), Notwithstanding the foregoing, a party may not settle or compromise any claim without the prior express written consent of the other party (not to be unreasonably withheld).
- (e) Except with respect to indemnification claims, neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement, even if it has been advised of the possibility of such damages.

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

12. FORCE MAJEURE

Each party shall have the right, at its election, to suspend the performance of this Agreement, or to terminate this Agreement in its entirety, upon written notice to the other, if as a result of an act of God, hurricane, earthquake, flood, lightning, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure

event') without the affected party bearing liability hereunder. In the event measures such as closing the vital facilities and or venues related to the tournament as a safety precaution by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") or closing the vital facilities and or venues related to the tournament by OHS in the event of high water, i.e., flooding, these shall be deemed applicable force majeure events. In such event, Host shall not be deemed as forfeiting any monies paid for Tournament. In the event of dangerous water levels, B.A.S.S. shall have the opportunity, if permitted by the Office of Homeland Security, to allow participant anglers to sign waivers acknowledging each has been instructed in boating safety in order to launch and participate in the Tournament,

13. REMEDIES

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

14. SEVERABILITY

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

15. ASSIGNMENT

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

CONFIDENTIAL



For Host:

City of Tavares
201 East Main Street
Tavares, Florida, 32778

For B.A.S.S.:
3500 Blue Lake Drive Suite 330
Birmingham, Alabama, 35243.
Attention: Stan Logan

18. SIGNATURE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2012.

CITY OF TAVARES

B.A.S.S., LLC

John H. Drury
City Administrator

Witness: _____

Witness: _____

2013 COLLEGE B.A.S.S. SERIES FISHING TOURNAMENT

EVENT ITEM COST				
Item	Cost Each	Delivery Fee	Number of Items	Cost
8' Barricades	\$ 12.00		10	\$ 120
4'x8' Stage	\$ 70.00	\$ 25.00	0	\$ -
Portalet - Regular	\$ 85.00		0	\$ -
Portalet - Handicap	\$ 150.00		0	\$ -
Wash Station	\$ 75.00		0	\$ -
Portable Generator	\$ 50.00		0	\$ -
Bleachers	\$ 600.00		2	\$ 1,200
Garbage Bins	\$ 10.00		5	\$ 50
Item	Cost Per Hour	Delivery Fee	Number of Hours	Cost
Garbage Pick Up	\$ 85.00		0.5	\$ 43
Restroom Cleaning Service	\$ 30.00		0	\$ -
Light Tower	\$ 150.00		3	\$ 450
TOTAL COST FOR EVENT ITEMS:				\$ 1,862.50

EVENT PERSONNEL COST				
Personnel	Cost Per Hour	Misc Fees	Number of Hours	Cost
Police Officer	\$ 30.00		4	\$ 120
Firefighter w/ First Aid Unit	\$ 30.00		0	\$ -
				\$ -
				\$ -
TOTAL COST FOR EVENT PERSONNEL:				\$ 120.00

TOTAL ESTIMATE COST:				\$ 1,982.50
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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 21, 2012**

AGENDA TAB NO. 10

SUBJECT TITLE: Updated facility rental application process for use of Tavares athletic fields by organized groups

OBJECTIVE: To approve the updated rental application and fee structure for private use of all Tavares athletic facilities.

SUMMARY: The City owns and manages various athletic facilities to include Fred Stover Sports Complex, Woodlea Sports Complex, and the Aesop's Park tennis courts. On a regular basis, staff rents these facilities out to different organizations wishing to reserve the various facilities for private, organized activities.

In an effort to create a more specific process for reserving an athletic field, staff created the attached "Athletic Field Reservation Application". This new form will be used whenever an athletic field reservation is requested and managed by the Recreation Division. The updated fee structure is consistent with the annual budget estimated revenue and in line with our current market. In addition, all proposed rules and regulations follow industry standards and have been reviewed by several of our regular user groups.

OPTIONS:

- 1) Approve the updated rental application and fee structure for private use of all Tavares athletic facilities.
- 2) Do not approve the updated rental application and fee structure for private use of all Tavares athletic facilities.

STAFF RECOMMENDATION:

Move to approve the updated rental application and fee structure for private use of all Tavares athletic facilities.

FISCAL IMPACT: revenue generated through rental fees



City of Tavares
Recreation Division
Athletic Field Reservation Application

If approved, this application will be subject to the use agreement that is attached to this form and to the charges indicated below.

Name of Organization/Group: Date of Application:

Function (please check): Practice Game Tournament Other Special Activity

Date of Field Request: Time: (Start) (End)

Contact Person: Email:

Day Phone: Cell Phone:

Address: City: State: Zip:

Briefly describe activity, function, event, tournament, etc.:

Event Participants: Expected Attendance: # of Vehicles:

Please check park(s) being requested: Fred Stover Sports Complex - Field # Woodlea Sports Complex - Field # Batting Cage - Location Cage # Aesop's Park Tennis Court - Court #

Is the reservation for a Non-Profit Organization? Yes No

If yes, provide Tax Exempt #

Are there any safety/security precautions required? Yes No Please explain:

Do you have any special requests/requirements? (i.e. equipment needed, field lining, lighting, set-up, etc.):

I have read and understand all of the rules and regulations governing the use of the City of Tavares facilities as defined in this application packet. I agree to indemnify and save harmless the City of Tavares from and against all claims, suites, damages, cost, losses and expenses in any manner resulting from, arising out of, or connected with their events, as a result of the use of the above rented premises.

Signature of Representative Date Signed

Staff Approval Date Signed

Staff Use Only

Insurance Required: Yes No Insurance Received Date:

Facility Rental: Date Paid Amount Paid \$ Check #

Special Notes:



America's Seaplane City™

Cost Estimator

Name of Organization/Group: _____ Date of Application: _____

Item	I.	II.	III.	IV.	* Tavares League Participant	Comments	Total
Field Rental (Non Tournament)							
Per Hour – Without Lights	n/a	\$20	\$30	\$40	\$15		
Per Hour – With Lights (minimum 2 hrs)	n/a	\$25	\$35	\$45	\$20		
Prep Fee Per Baseball or Softball Field	n/a	\$15	\$15	\$15	\$15	Field set-up one time	
Field Rental (Tournaments)**							
Tournament Deposit***	\$200	\$200	\$200	\$200	\$200		
Per Hour – Without Lights	n/a	\$20	\$30	\$40	\$15	Max rate of \$150 per field, per day	
Per Hour – With Lights (minimum 2 hrs)	n/a	\$25	\$35	\$45	\$20	Max rate of \$150 per field, per day	
Prep Fee Per Baseball or Softball Field	n/a	\$15	\$15	\$15	\$15	Field set-up one time	
City Staff On-Site (per person)	\$25	\$25	\$25	\$25	\$25	Hourly rate after field set-up	
Courts / Batting Cages							
Tennis Court – Per Court Hourly Rental	n/a	\$25	\$25	\$30	n/a		
Batting Cage Rental – Per Hour	n/a	\$5	\$5	\$15	n/a		
						Sub-Total Costs	\$
						Tournament Deposit	\$
						Grand Total	\$

Category Legend

Category I – City sponsored or Council approved recreation programs (i.e. City of Tavares Recreation Programs, Tavares High School Athletics, etc.)

Category II – Any recognized non-profit or civic group (i.e. service club, charitable organization)

Category III – Organized group or individual looking to rent the facility (i.e. sports team, event organizer)

Category IV – Non-city sponsored program or independent contractor wishing to provide a commercial activity in a city park (i.e. private instructor, personal lessons, etc.)

* Tavares League Participant – Any group made up of at least 50% of their participants currently enrolled in a local City of Tavares athletic program

** Tournament rentals will be charged by the hour or have a max charge of \$150 per day, per field – whichever is cheaper

***Tournament deposits may be forfeited based on the cleanliness and condition of the facility following a rental

Rules & Regulations Governing the Use of City of Tavares Facilities

The guidelines and procedures specified through this document will govern all recreational and competitive organized sports activity use. These guidelines will be administered and enforced by the City of Tavares at athletic sites maintained and operated by the City of Tavares Community Services Department.

A sound maintenance program is important to ensure athletic facility turf quality. Consideration will be given to the endurance limits of the turf in scheduling the use of the facility. The City of Tavares Community Services Department has first scheduling priority. All fees will be assessed according to the City's approved fee schedule.

Failure to adhere to any of these conditions may result in immediate cancellation of the existing contract/agreement and future use of all City Park facilities.

1. Scheduling:

- a) Reservations will be made on a first come, first serve bases. No individual or group shall have precedence over another, except Government or Tavares league functions wherein the facility is used.
- b) Tentative reservations may be made by telephone or email; however, until a written reservation is submitted to the Recreation Division and paid for in advance, a permanent reservation will not be confirmed.
- c) Light box keys must be picked up and returned to the Tavares Recreation Division offices located at 123 N. St. Clair Abrams Avenue. If the field is rented on a weekend or holiday, keys must be picked up by 5:00pm on the business day prior to the scheduled event.
- d) Reservations should be made no less than 5 business days prior to the scheduled event. Those reservation requests made after that time are subject to denial.
- e) Usage of facility is only for time and dates indicated on the application form. Games are to begin early enough to ensure completion by the end of the rental time. If use runs past allotted time, additional time will be charged the hourly rate for each hour or half-hour over the time allotted.
- f) Failure of any sports organization to utilize any scheduled field without twenty-four (24) hours' notice to the City of Tavares Recreation Division may result in restriction and/or termination of use after the third occurrence. Refunds for field rentals not utilized will only be granted if the field user gives a prior 24-hour cancellation notice. Credits towards future usage because of unexcused cancellations will not be allowed.

2. General Rules:

- a) Please follow all park rules as listed on the signs at each facility.
- b) The use of tobacco products on City property is strictly PROHIBITED.
- c) The use of alcohol is prohibited in all sports facilities.
- d) Any person or group that abuses any City facility will be held accountable for the cost of repairs and/or replacement required to correct the damage. Such person or organization may also be denied further use of these facilities and may be subject to criminal charges.
- e) Person/group is responsible for cleaning up the facility after their rental. Tournament deposit fees will be refunded in full only after an inspection of the facility has occurred and no damage or trash has been found.
- f) Users are to remain in assigned area(s) and are responsible for supervising all participants in their program as to not interfere with other on-going park activities/programs.
- g) The responsible party agrees to indemnify and hold the City of Tavares harmless for all claims and liability, costs, expenses and legal fees that the City may incur as a result of the use of the City property on the date set forth.

3. Insurance:

- a) Groups reserving the athletic fields must provide the City with a copy of their insurance certificate showing \$1,000,000 liability coverage with the City of Tavares added as additional insured with endorsement.
- b) A copy of the insurance certificate is due with the reservation application.

4. Exceptions:

Questions or problems not covered herein will be referred to the Community Services Director.

5. Maintenance

- a) The City of Tavares will maintain all fields/courts for games and practices. At the end of each use, all sports organizations will be responsible for removal of all debris in utilized areas.
- b) At no time will a sports organization perform any maintenance to a field without verbal agreement with the City of Tavares prior to beginning the task. They may assist City of Tavares employees if requested.
- c) The City of Tavares Parks Division staff will provide field markings as agreed upon between user and the City.

6. Law Enforcement in the City of Tavares Parks

- a) All persons entering the facility are subject to the policies set forth by the City of Tavares. The sports organization or group renting the facility is responsible for the enforcement of those policies. Uniformed law officers of the City of Tavares Police Department will be called upon to assist in the enforcement of applicable City ordinances.
- b) The City of Tavares may ban any athletic participant or event attendee from admission to the facility for such length of time as the City may deem necessary in order to punish or prevent indecorous or improper behavior by such participant or attendee.

7. Safety

- a) The City of Tavares, at any time, may cancel, postpone, or delay any game or practice due to inclement weather or any other factors, which might impair the safety of participants or cause damage to the playing areas. The City will contact all sports organizations, if possible, in the event of cancellation. It shall be the responsibility of the user to advise its members of any facility cancellation.
- b) In case of lightning, no one will be permitted on the fields until thirty (30) minutes after the last visible lightning strike. Immediately after the first incident of severe weather, all outside areas (i.e. fields, dugouts, bleachers, etc.) should be cleared of patrons. All outside areas should be checked and all equipment secured.
- c) Sports organizations will take all reasonable precautions for safety. Sports groups will provide reasonable protection to prevent damage, injury, or loss to all persons and property at the facility.
- d) Sports organizations will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority regarding the safety of persons or property, and protection of such from damage, injury or loss.

City of Tavares, Recreation Division
123 N. St. Clair Abrams Avenue
Tavares, FL 32778
(352) 742 – 6477
www.Tavares.org

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: November 21, 2012**

AGENDA TAB NO. 11

SUBJECT TITLE: Empty Bowls Fund Raising Initiative

OBJECTIVE: To approve use of Wooton Park, with light support, for the Empty Bowls fund raising initiative entitled, "Empty Bowls".

SUMMARY: The city has once again been requested to be the host site of this year's Empty Bowls fund raising initiative to be held at Wooton Park on Monday, December 10, 2012 from 2:00 p – 10:00 p.

Empty Bowls is an international grassroots effort to fight hunger and was created by The Imagine Render Group. The basic premise is simple: Potters and other craftspeople, educators and others work with the community to create handcrafted bowls. Guests are invited to a simple meal of soup and bread. In exchange for a cash donation, guests are asked to keep a bowl as a reminder of all the empty bowls in the world. The money raised is donated to an organization working to end hunger and food insecurity.

It is the collective genius of all the people involved that has made Empty Bowls what it has become. Events have now taken place across the United States and in at least a dozen other countries. Many millions of dollars have been raised and donated to hunger-fighting organizations.

Although in its infancy in Lake County, after only three years of operation, this group raised \$10,000.00 last year alone, increasing its previous year's earnings by 40%. It is anticipated that 1000 people will be in attendance. A Special Events permit has been completed and submitted.

The city contribution will be light and will include, in addition to use of the park, a few trash cans, an electricity source, use of the sound system, insurance coverage, and a strolling police officer.

Last year, three Tavares businesses; Ruby Street Grille, Al's Landing and O'Keefe's served as soup vendors.

This event promotes community involvement and generosity and serves as yet another method in which to build a quality community within our city's borders.

OPTIONS:

- 1) Approve the request
- 2) Do not approve

STAFF RECOMMENDATION: Make a motion to approve the request as presented.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency



Date Received: _____

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT NO. 12-896

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

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

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, 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: Empty Bowl Charities

Nature of Event: Fundraiser for food banks

Location (Attach Site Plan): in Wooten Park 100 E Ruby St.

Date:	Set-Up Time	Actual Event Times	Take Down Time
<u>12/10/12</u>	<u>2^{pm} to 8</u>	<u>5pm to 8pm</u>	<u>8pm to 9:30pm</u>
_____	_____ to _____	_____ to _____	_____ to _____
_____	_____ to _____	_____ to _____	_____ to _____

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

Individual Contact for Activity/Event: Juliette Davis Phone: 352-636-8536

Address: 4127 Lake Forest Mt. Dora Fax: _____

E-Mail Address: xy pottery@hotmail.com

Major Sponsor(s): Yada Yada Pottery Inc.

Promoter(s): Yada Yada Implice Coffee House Phone or Contact #: Same

❖ 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. City Co-Sponsorship: Is City co-sponsorship being requested? If yes, please describe reason(s): <u>street sign posted if possible and police, trash, Recycling</u>
Organization(s) benefiting from event proceeds: <u>Lake County Food Banks</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of entertainment and time(s) of performance(s). <u>Indicate stage location(s) on site plan.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. 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"/> |
| 6. 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. 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"/> |
| 8. 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"/> |
| 9. 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"/> |
| 10. Public Safety: Will Police and Emergency Services Personnel be requested? (Based on responses to questions certain Public Safety personnel may be required i.e., 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 type="checkbox"/> | <input type="checkbox"/> |
| 11. 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"/> |
| 12. 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"/> |
| 13. Food/Cooking: Will food be cooked _____ catered <input checked="" type="checkbox"/> on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u> (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 checked="" type="checkbox"/> | <input type="checkbox"/> |

14. Sanitary Facilities:

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.

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.

Justin Davis 10/20/12
Signature of Applicant Date

Comments: _____

[Signature]
City Administrator Date

Comments: _____

EVENT NAME

Empty Bowls - December 10, 2012

EVENT ITEM COST

Item	Cost Each	Delivery Fee	Number of Items	Cost
8' Barricades	\$ 12.00		0	\$ -
4'x8' Stage	\$ 70.00	\$ 25.00	0	\$ -
Portalet - Regular	\$ 85.00		0	\$ -
Portalet - Handicap	\$ 150.00		0	\$ -
Wash Station	\$ 75.00		0	\$ -
Portable Generator	\$ 50.00		0	\$ -
Bleachers	\$ 600.00		0	\$ -
Garbage Bins	\$ 10.00		7	\$ 70
Item	Cost Per Hour	Delivery Fee	Number of Hours	Cost
Garbage Pick Up	\$ 85.00		0	\$ -
Restroom Cleaning Service	\$ 30.00		0	\$ -
Light Tower	\$ 100.00		0	\$ -
TOTAL COST FOR EVENT ITEMS:				\$ 70.00

EVENT PERSONNEL COST

Personnel	Cost Per Hour	Misc Fees	Number of Hours	Cost
Police Officer	\$ 30.00		3	\$ 90
Firefighter w/ First Aid Unit	\$ 30.00		0	\$ -
				\$ -
				\$ -
TOTAL COST FOR EVENT PERSONNEL:				\$ 90.00

TOTAL ESTIMATE COST: \$ 160.00