

**AGENDA
TAVARES CITY COUNCIL**

**FEBRUARY 20, 2013
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Rick Fountain, First Baptist Church

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) Minutes of Regular City Council Meeting, February 6, 2013

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 2) Amendment to Waste Management Franchise Agreement for Holiday Recycling Pickup **Chris Thompson**

Tab 3) Amendment 1 to SRF Agreement for Reuse Distribution Facilities (Phases 2 and 3) **Lori Houghton**

Tab 4) Approval of Filing Grant Applications for Wooton Park Expansion & Pavilion on the Lake **Bill Neron**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

SECOND READING

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 5) Approval of Final Design & Guaranteed Maximum Price for Phase II of the Tavares Pavilion on the Lake Project Tammev Rogers

Tab 6) Hickory Point Annexation John Drury

XI. OLD BUSINESS

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 7) City Administrator John Drury

Tab 8) 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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CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
FEBRUARY 6, 2013
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

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

Tim Green, Clyde F. Green Foundation for Children, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

MOTION

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

IV. APPROVAL OF MINUTES

MOTION

1
2 **Bob Grenier moved to approve the minutes of December 21, 2012 and January 16, 2013, as**
3 **submitted, seconded by Norman Hope. The motion carried unanimously 5-0.**
4

5 **V. PROCLAMATIONS/PRESENTATIONS**
6

7 **Tab 2) Lake Sumter MPO Horizon Award to City of Tavares for Dora Canal Bridge Project**
8

9 Councilmember Hope stated this award was awarded conjointly to the City of Tavares, Mt. Dora,
10 Eustis, and Central Florida Railroad for the replacement of the Dora Canal Bridge which
11 demonstrated the achievements of a combined project between the cities and other entities.
12

13 **VI – SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**
14

15 There were none.
16

17 **VII READING OF ALL ORDINANCES/RESOLUTIONS**
18

19 Ms. Barnett read the following ordinance by title only:
20

21 **SECOND READING**
22

23 **ORDINANCE 2013-01**
24

25 **AN ORDINANCE CREATING ARTICLE VI OF CHAPTER TWO OF THE CITY**
26 **OF TAVARES CODE OF ORDINANCES CREATING A DOMESTIC**
27 **PARTNERSHIP REGISTRY; ESTABLISHING POLICIES AND PROCEDURES**
28 **FOR THE REGISTRATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR**
29 **TERMINATION OF DOMESTIC PARTNERSHIPS; PROVIDING FOR**
30 **DEFINITIONS; PROVIDING FOR CERTAIN RIGHTS; ESTABLISHING FEES;**
31 **PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND**
32 **PROVIDING FOR AN EFFECTIVE DATE.**
33

34 **VIII. CONSENT AGENDA**
35

36 Mayor Wolfe asked if anyone in the audience was opposed to Tab #3 on the Consent Agenda.
37

38 **MOTION**
39

40 **Bob Grenier moved to approve the consent agenda [Tab 3 – Amendment of Interlocal**
41 **Agreement with Lake County for Alfred Street Widening Project], seconded by Norman**
42 **Hope.**
43

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

46 **IX ORDINANCES/RESOLUTIONS**
47

1 **Tab 4) Ordinance #2013-01 – Domestic Partnership Registry**

2
3 Ms. Barnett discussed the proposed ordinance, noting that the purpose of the ordinance was to
4 create a registry for unmarried people which would give access to certain rights such as hospital
5 visitation, funeral arrangements, etc.

6
7 Mayor Wolfe asked for public comment.

8
9 The following spoke in support of the ordinance:

10
11 Connie Squadere, Clermont
12 Joyce Henry, Director of Mid Florida Office, ACLU
13 Dale Gruber, Paisley
14 Sherry Aly, Tavares
15 Robin Mathias, Eustis
16 Mark Cross, Tavares
17 Beth Ann Gause, Tavares
18 Judy Phillips Jones, Mt. Dora
19 Michele Nadeau, Fruitland Park

20
21 The following spoke against the ordinance:

22
23 Vance Joachim, Tavares

24
25 Council Discussion:

26
27 Councilmember Pfister, Councilmember Norman Hope, Mayor Robert Wolfe, and Vice Mayor
28 Smith spoke in support of the ordinance, with the consensus that this was a social issue that
29 would provide basic rights to individuals in Tavares which may not be available to them currently.

30
31 **MOTION**

32
33 **Kirby Smith moved to approve Ordinance #2013-01, seconded by Bob Grenier. The motion**
34 **carried 4-1 as follows:**

35
36 **Robert Wolfe** Yes
37 **Kirby Smith** Yes
38 **Norman Hope** Yes
39 **Lori Pfister** Yes
40 **Bob Grenier** No

41
42 Mayor Wolfe adjourned the meeting for a few minutes at 4:32 pm.

43
44 The meeting was reconvened at 4:34 p.m.

45
46 **X. GENERAL GOVERNMENT**

47

1 **Tab 5) Authorization to Establish a Restricted Fund for Maintenance of the Freedom Flag**

2
3 Mr. Thompson reviewed the past process of the approvals by Council of the landscape plans and
4 the fundraising done to date. He said as of this morning \$35,400 has been donated and there will
5 be sufficient funds to set aside for the maintenance. Starting tomorrow any funds received will be
6 assigned to the maintenance fund. Council expressed appreciation to Mr. Thompson for bringing
7 the project forward. Mr. Thompson noted it had been a group project and thanked Council for
8 their support.

9
10 **MOTION**

11
12 **Kirby Smith moved to direct staff to establish a restricted fund for the monies collected**
13 **from this point forward going solely to the flagpole project, seconded by Norman Hope.**
14 **The motion carried unanimously 5-0.**

15
16 **Tab 6) Discussion of Utility Fee Policy for Vacant Properties**

17
18 Ms. Houghton stated this item has been brought forward based on a request from Council to
19 review the policy. She said there is no requirement for action at this meeting. She reviewed the
20 ordinance passed in 2009 that established base rates noting Tavares at the time was one of the
21 few cities in the area that did not charge a base rate. At the time there was a “vacation hold” and
22 customers could elect this option. She discussed that if the policy was changed again, the costs
23 would be shifted to other taxpayers of about \$42.00 per year per household. She discussed the
24 scenario which allows the meter to be pulled such as when a structure is demolished. Ms.
25 Houghton said at the current time the policy will continue to be followed unless Council directs
26 otherwise.

27
28 **Tab 7) Agreement with Florida Central Railroad for Federal Administration Grant for Rail**
29 **Improvements**

30
31 Mr. Neron reviewed the Council approval of the rail improvement grants that have included
32 several Lake County entities and Orange County. He noted the Federal 2011 grant reduced the
33 amount of local match needed for this program for this 2.2 million dollar grant. The City has been
34 asked to take the lead and be the conduit to administer the funds.

35
36 **MOTION**

37
38 **Kirby Smith moved to approve Option #1 [agreement between Florida Central Railroad and**
39 **the City of Tavares for the payment of FRA Grant Funds], seconded by Lori Pfister.**

40
41 **The motion carried unanimously 5-0.**

42
43 **Tab 8) Request to Upgrade Splash Park Surface Pad**

44
45 Mr. Neron said at the end of the 2011 season, it was noted that the splash park needed to be
46 refurbished which was approved by Council. There have been issues with accidents since the
47 surface was refurbished. Staff met and reviewed this problem at the close of this season. Based

1 on the advice of the Risk Manager and the City Attorney, staff is recommending the installation of
2 a soft pad surface. He noted the cost will be \$47,517, it is a sole supplier, and the funding will
3 need to come from reserves.

4
5 Vice Mayor Smith asked if the savings from the railroad project could be utilized. Ms. Houghton
6 said she would review the budget.

7
8 **MOTION**

9
10 **Lori Pfister moved to approve the recommendation, seconded by Kirby Smith.**

11
12 Mr. Neron thanked Lauren Farrell, Economic Development/Grants Coordinator, for her research
13 and work on this project.

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

16
17 **Tab 9) Request to Name Alleyway by New Hotel**

18
19 Ms. Barnett noted the alleyway committee had recommended the name of "Pioneer Alley", Mr.
20 Kooser had agreed, and the Tavares Historical Society voted to approve at their recent meeting.

21
22 Brenda Smith, President of the Tavares Historical Society, thanked Council for contacting them to
23 consider this recommendation and it was approved by the entire Society. She presented a picture
24 of the original Pioneer Building.

25
26 **MOTION**

27
28 **Norman Hope moved to approve the name, seconded by Bob Grenier. The motion carried**
29 **unanimously 5-0.**

30
31 **XI. OLD BUSINESS**

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33 None.

34
35 **XII. NEW BUSINESS**

36
37 **Tab 10) Date of Freedom Flag Event**

38
39 Mr. Drury asked Council to discuss and reach consensus on a date for the raising of the Freedom
40 Flag.

41
42 **Consensus to have the ceremony on Saturday February 16th.**

43
44 Mr. Neron recommended that Council should approve the road closure.

45
46 **MOTION**

47

1 **Kirby Smith moved to close the road at 10:00 am on February 16 during the flag raising**
2 **event to be held that day. seconded by Lori Pfister.**

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

5
6 **XIII. AUDIENCE TO BE HEARD**

7
8 **Betty Burleigh, Tavares**

9
10 Ms. Burleigh thanked the City for providing the senior event in the Civic Center held recently.

11
12 Mr. Drury said that Councilmember Pfister had asked a year ago that the city provide more
13 services to the seniors. He said Ms. Rogers and Mr. Aldrich have done a great job implementing
14 more services. He thanked Ms. Burleigh for bringing this forward.

15
16 **Sherrie Aly**

17
18 Ms. Aly said she is a retired senior officer from the military and she thanked Council for approving
19 the Freedom Flag.

20
21 **XIV. REPORTS**

22
23 **Tab 14) City Administrator**

24
25 Mr. Drury referred to the list of upcoming meetings. He said for the past five years the Imperial
26 Terrace community has requested to have a traffic light at their US 441 entrance. He said the
27 City has written a letter to FDOT in support of their request due to the increased traffic in the
28 area.

29
30 **Public Communications**

31
32 Ms. Joyce said this week the Tavares Prop Shop on line store went live and had its first sale
33 today.

34
35 **Tab 24) City Council**

36
37 **Councilmember Pfister**

38
39 Councilmember Pfister commented on the fun she had at the Crappie Tournament and thanked
40 Mr. Neron for coordinating it. She said she had attended the Senior Shakedown Event and it was
41 well attended. She thanked the Parks staff for their work on this event.

42
43 **Councilmember Hope**

44
45 Councilmember Hope commented on the Crappie Tournament and the African American
46 Heritage Dancers. He asked Vice Mayor Smith to attend the February MPO meeting as the
47 alternate as he would be out of town.

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Councilmember Grenier

Councilmember Grenier commended the staff for their excellent work in installing the flag.

Vice Mayor Smith

Vice Mayor Smith thanked the organizers of the African American Festival noting the parade and music was phenomenal. He thanked Councilmember Hope for attending the MPO meeting.

Mayor Wolfe

Mayor Wolfe commented on the Crappie Tournament and the African American Festival.

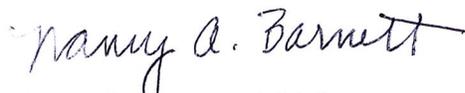
Mayor Wolfe asked if Ms. Farrell could look into getting a flag made with the Tavares Seaplane City brand.

Mr. Drury noted staff is doing research on the historical flag approved by the City many years ago and will bring back that information to Council. He noted Ms. Ross is researching the costs of small flags and a larger flag. Vice Mayor Smith said he would like to have the full flag underneath the state flag.

Adjournment

There was no further business and the meeting was adjourned at 5:12 pm.

Respectfully submitted,



Nancy A. Barnett, C.M.C.
City Clerk

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 20, 2013**

AGENDA TAB NO. 2

SUBJECT TITLE: First Amendment to Contract with Waste Management for the Collection and Disposal of Commercial Refuse and Recyclable Materials

OBJECTIVE:

To amend the present contract agreement with Waste Management Services concerning frequency of collection for recyclable materials during holiday periods.

SUMMARY:

On October 1, 2012, the City of Tavares entered into a 5 year contract with Waste Management Services for the collection of commercial waste and residential recyclables. Under this agreement, if the customer's normal day for the collection of recyclables falls on a City holiday, it would be collected on the "next regularly scheduled recycling day". In order to better serve our customers, Waste Management has agreed to change this language to read "the next business day".

OPTIONS:

1. Move to approve the first amendment to the contract with Waste Management Services for the collection of residential recyclables to change collection language from "next regularly scheduled recycling day" to "next business day."
2. Do not approve the first amendment to the contract with Waste Management Services.

STAFF RECOMMENDATION:

Move to approve the first amendment to the contract with Waste Management Services for the collection of residential recyclables to change collection language from "next regularly scheduled recycling day" to "next business day."

FISCAL IMPACT:

No fiscal impact

LEGAL SUFFICIENCY:

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

**FIRST AMENDMENT TO
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
COMMERCIAL REFUSE AND RESIDENTIAL RECYCLABLE MATERIALS**

WHEREAS, the City of Tavares, Florida ("City") and WASTE MANAGEMENT, INC. OF FLORIDA ("Operator"), previously entered into a Franchise Agreement For Collection And Disposal Of Commercial Refuse And Residential Recyclable Materials dated _____, 2012 ("Agreement"); and

WHEREAS, the City and the Operator desire to clarify said Agreement to specify Operator's obligations regarding residential recycling collection for instances where a normal recycling collection day falls on a holiday; and

WHEREAS, the City and Operator have agreed that on such holidays, Operator will pick up residential recycling on the next business day following the holiday, and they desire to amend the Agreement to clarify that obligation,

NOW, THEREFORE, City and Operator agree to amend Section 9.2 of the Agreement to provide as follows:

1. Section 9.2 of the Agreement is amended to provide as follows:

9.2 Frequency of Collection. Operator shall collect Residential Recyclables once per week on days agreed upon by Operator and City. In the event the normal collection day for Residential Recyclables falls on a legal holiday, Operator agrees to collect said Residential Recyclables on the next business day following the holiday.

2. Except as amended herein, the Agreement shall remain in full force and effect.

Dated this _____ day of _____, 2013.

CITY OF TAVARES, FLORIDA
OF

WASTE MANAGEMENT, INC.
FLORIDA

By: _____
John Drury,
City Administrator

By: _____
District Manager

Attest:

Nancy Barnett, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney
City of Tavares
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Robert Wolfe, Mayor of the City of Tavares, Florida, a municipal corporation organized and existing under the laws of Florida, on behalf of the corporation.

Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of

_____, 2013 by _____, Waste Management, Inc.
of Florida, a Florida Corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 20, 2013**

AGENDA TAB NO. 3

SUBJECT TITLE: Approval to execute Amendment No. 1 for the State Revolving Fund Loan WW350920 for Reclaimed Water Facility Construction Phase 2 and 3, Decreasing the amount of the Loan, and extending time for completion of construction activities.

OBJECTIVE:

To authorize staff to execute Amendment Number 1 for the State Revolving Fund (SRF) Reclaim Loan Phases 2 and 3 No. WW350920 with Florida Department of Environmental Protection (FDEP) decreasing the amount of the loan and extending the time for completion of construction activities which moves the date for the first payment forward.

SUMMARY:

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

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

On June 15, 2011, the City Council approved Resolution 2011-14 which authorized application to FDEP for loan funding of Phases 2 and 3 construction activities for the project which includes a reclaim utility administration building and a reclaim operation's building.

On April 1, 2012, the City issued Invitation to Bid Number ITB-2012-0021-0-2012/JR for Phases 2 and 3 for the reclaim project.

On August 1, 2012, the City Council awarded Bid Number ITB-2012-0021-0-2012/JR to Johnson and Laux Construction.

The attached amendment:

1. Reschedules the loan period to allow for completion of the project construction, and thus revises the audit provisions and monitoring schedule needed for construction completion and oversight, and
2. Decreases the amount of the SRF Loan in the amount of \$500,099 for Phases 2 and 3 of the Reclaim Project based on the final bid amounts.

The revised principal loan amount is revised to \$2,861,601 which includes capitalized interest. The revised semi-annual loan payment is revised to \$92,884, beginning April 15, 2014 and thereafter on October 15 and April 15 until all amounts due have been fully paid.

OPTIONS:

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

(WW350920) for Phases 2 and 3 of the Water Reclamation Project which extends the repayment date of the loan to for completion of the construction of the project before the first debt service payment is required, and decreases the amount of the loan by \$500,099.

2. **Do Not Move to Authorize** the City Administrator to execute Amendment Number 1 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350920) for Phases 2 and 3 of the Water Reclamation Project.

STAFF RECOMMENDATION:

Option Number 1:

Move to Authorize the City Administrator to execute Amendment Number 1 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350920) for Phases 2 and 3 of the Water Reclamation Project which extends the repayment date of the loan to for completion of the construction of the project before the first debt service payment is required, and decreases the amount of the loan by \$500,099.

FISCAL IMPACT:

Changes the repayment schedule for the loan, and decreases the semi-annual loan payment.

LEGAL SUFFICIENCY:

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



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 18, 2013

Mr. Brad Hayes, Utilities Director
City of Tavares
East 201 Main Street
Tavares, Florida 32778

Re: WW350920 - Tavares
Reuse Distribution Facilities (Phases 2 and 3)

Dear Mr. Hayes:

Enclosed are three original copies of proposed Amendment 1 to your State Revolving Fund loan agreement. The amendment allows for additional time to complete construction activities and provides a reduction of \$500,099 for this project based on final bid amounts.

Please have the appropriate officials **sign and seal** the enclosed three copies and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Division Director to sign the documents and mail a fully executed original to you.

If you have any questions regarding this amendment, please call Graham Culbertson at (850) 245-8377.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/gc

Enclosures

cc: John Drury - City of Tavares
Lori Houghton - City of Tavares

**AMENDMENT 1 TO LOAN AGREEMENT WW350920
CITY OF TAVARES**

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

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW350920, authorizing a Loan amount of \$3,274,200, excluding Capitalized Interest; and

WHEREAS, all contracts have been awarded for this Project and the Semiannual Loan Payment, the Loan amount, and Project costs need revision based on final bid amounts as provided in Section 10.06; and

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

WHEREAS, revised provisions for audit and monitoring along with related changes to the Project schedule are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(17) of the Agreement is deleted and replaced as follows:

(17) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the reuse distribution facilities project in accordance with the plans and specifications accepted by the Department for the "Reclaimed Phases 2 & 3" contract.

The Project is in agreement with the planning documentation accepted by the Department effective November 16, 2009. Approval of this Project is provided by the Florida Categorical Exclusion Notice dated May 22, 2009 and no adverse comments were received.

2. Subsections 2.04(1) and (3)(a)(i) of the Agreement are deleted and replaced as follows:

The Local Borrower agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Statewide Surface Water Restoration and Wastewater Projects	\$2,774,101	140131

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at the following address:

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

3. Section 8.09 of the Agreement is deleted and replaced as follows:

(1) The Local Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and

training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

4. The Loan amount authorized for disbursement is hereby reduced by \$500,099. The revised loan amount is \$2,774,101.

5. The estimated Loan Service Fee is reduced \$10,002, and the adjusted total service fee for this loan is \$55,482.

6. The estimated principal amount of the Loan is hereby revised to \$2,851,601, which consists of \$2,774,101 authorized for disbursement to the Local Borrower and \$77,500 of Capitalized Interest at an interest rate of 2.51 percent per annum.

7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$92,884. Such payment shall be received by the Trustee on April 15, 2014 and semiannually thereafter on October 15 and April 15 until all amounts due hereunder have been fully paid.

The Semiannual Loan Payment amount is based on the total amount owed of \$2,907,083, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

8. Section 10.06 PROJECT RELATED COSTS is revised as follows:

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Borrower's Project audit or a Department audit. The Local Borrower agrees to the following estimates of Project costs:

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PROJECT COSTS

<u>CATEGORY</u>	<u>COST(\$)</u>
Construction and Demolition	2,840,000
Contingencies	142,000
Technical Services After Bid Opening	360,101
Less SJRWMD Grant	<u>(568,000)</u>
Subtotal (Disbursable Amount)	2,774,101
Capitalized Interest	<u>77,500</u>
TOTAL (Loan Principal Amount)	2,851,601

9. Section 10.07 PROJECT SCHEDULE is deleted and replaced as follows:

The Local Borrower agrees by execution hereof:

(1) Completion of Project construction is scheduled for October 15, 2013.

(2) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than October 15, 2013.

(3) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due January 15, 2014. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(4) The first Semiannual Loan Payment in the amount of \$92,884 shall be due April 15, 2014.

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

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 20, 2013**

AGENDA TAB NO. 4

SUBJECT TITLE: APPROVAL TO FILE GRANTS TO ASSIST IN FUNDING WOOTON PARK EXPANSION DEVELOPMENT & THE TAVARES PAVILION ON THE LAKE

OBJECTIVE:

To approve the filing of grant applications to assist in funding Wooton Park Expansion development and the Tavares Pavilion on the Lake.

SUMMARY:

City staff has been diligent if looking for grant funding opportunities to enhance funding of the basic projects approved in the Wooton Park Expansion project and the Tavares Pavilion on the Lake. Council has previously approved the filing of a State FRDAP grant and an FDOT TAV-LEE Trail Extension grant for the Wooton Park Expansion project.

Over the next several months several other grant opportunities will become available as listed below:

- 1) Lake County Tourist Development Council Infrastructure Grant – Wooton Park Expansion - \$400,000
- 2) Lake County Tourist Development Council Infrastructure Grant – Pavilion on the Lake - \$750,000 (\$250,000 per year for three years)
- 3) Florida Boating Improvement Fund Grant - \$200,000
- 4) 2013 Recreational Trail Grant - \$200,000
- 5) FDOT Airport Infrastructure Grant – Seaplane Docking Facility - \$250,000
- 6) FDOT Airport Infrastructure Grant – Seaplane Ramp - \$500,000

Staff is requesting Council authorization to prepare and file for the above referenced grants.

Should any of the above referenced grants be approved, the grant funds will allow for the various components of the Wooton Park Expansion project and the Tavares Pavilion on the Lake to proceed in an enhanced fashion beyond the basic Trail project approved as part of the bond referendum.

OPTIONS:

1. That the City Council approves the filing of the above referenced grants.
2. That the City Council not approve the filing of the above reference grants.

RECOMMENDATION

Staff recommends that the City Council approves the filing of the above referenced grants and authorize the City Administrator to execute appropriate grant application documents.

FISCAL IMPACT:

The fiscal impact will be determined by the amount of the grants approved. Some of the grant applications currently have sufficient funds budgeted for the grant matching requirements. Others will be budgeted during the Fiscal Year 2014 process.

LEGAL SUFFICIENCY:

The City Attorney will review and approve grant documents as they are received.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 20, 2013**

AGENDA TAB NO. 5

SUBJECT TITLE: Guaranteed Maximum Price (GMP) for Phase II of the Tavares Pavilion on the Lake

OBJECTIVE: To accept the Guaranteed Maximum Price (GMP) for Phase II (construction of the structure) of the Tavares Pavilion on the Lake and to enter into a contractual agreement with the Construction Manager at Risk; to authorize a loan for additional funds; and to authorize staff to develop a policy that will direct the movement of all excess revenues generated from the Pavilion that fall beyond the requisite reserves necessary for general operations, to the General Fund.

SUMMARY:

- The Guaranteed Maximum Price for Phase II of the Tavares Pavilion on the Lake project is presented at \$4,659,417.00
- The total cost of Phase I (pilings and pier) was \$1,031,355.00
- The original estimated budget established for this project on August 17, 2011 before the design work was completed was \$3,360,000.00
- After 16 months of design work, the *total project cost of Phases I and II is \$6,336,227.06 for a budget difference of \$2,976,227.06
- \$280,000.00 of the *total project cost is related to utility work and therefore will be expensed to the Utility Department.
- Therefore, the additional amount being requested to build this project is \$2,696,227.06

NOTES OF INTEREST:

It should be noted that 17% of the overall project budget of \$6,336,227.06 has been dedicated to two, energy-efficient systems—a geo-thermal heating and air conditioning (HVAC) system that anticipates an annual energy savings of up to 45%, and an electro-chromic window glazing system--called "Smart Glass" by the National Institute of Standards and Technology--that is expected to generate a 30-40% reduction in energy costs by reducing the solar heat gain inside the building. Long-term energy savings will, in fact, be realized.

An additional benefit to selecting a geo-thermal HVAC system will be in the gain of a second conference room, as the equipment for this system will be located on land near the equipment room for the splash park.

Also, an additional benefit to including the “smart glass” is that the need for costly window treatments will be eliminated.

The original pavilion on the lake incorporated wood pilings in its construction which lasted only 50 years. Although the cost to include concrete pilings as an alternative to wood pilings doubled the cost to this portion of the project, the longevity of the structure will extend beyond 100 years.

By incorporating various intelligent design methods in this over-the-water structure, the best chance for this capital project to become self-supporting will be realized.

The amended business plan will call for the suspension of annual reimbursement payments to the General Fund (administrative and maintenance services) for a five-year period in the amount of \$99,278.00. When revenues extend beyond what is currently anticipated, this suspension would be eliminated.

It should be noted that the additional funding required for this project will not result in a tax increase.

The business plan, originally adopted by City Council on August 17, 2011, has been amended to reflect the current GMP which is represented below in a comparative analysis.

BUSINESS PLAN— Adopted Aug. 17, 2011		BUSINESS PLAN— Proposed on Feb. 20, 2012	
Project Budget--Current: \$3,360,000.00		Project Budget—Proposed: \$6,336,227.00	
Expense—Operating	\$321,259.00	Expense—Operating	\$321,259.00
Expense—Pymt. to General Fund	99,278.00	Expense—Pymt. to General Fund	-0-
Expense—Debt Service (interest only to Utility Fund)	14,697.00	Expense—Debt Service (interest only to Utility Fund)	14,697.00
		Expense—Debt Service (2.7M)	179,564.00
Expense TOTAL	\$435,234.00	Expense TOTAL	\$515,520.00
Revenue— rentals/contracts	\$516,549.00	Revenue—rentals/contracts	\$550,000.00
Revenue from General Fund	99,278.00	Revenue from General Fund	99,278.00
Revenue TOTAL	\$615,827.00	Revenue TOTAL	\$649,278.00
NET INCOME RESERVES	\$180,593.00	NET INCOME RESERVES	\$133,758.00

OPTIONS:

- 1) Approve the GMP as presented, authorize staff to enter into a contractual agreement with the Construction Manager, and authorize staff to develop a policy that will direct the movement of all excess revenues generated from the Pavilion that fall beyond the requisite reserves necessary for general operations, to the General Fund.
- 2) Do not approve

STAFF RECOMMENDATION: Make a motion to accept the Guaranteed Maximum Price (GMP) for Phase II (construction of the structure) of the Tavares Pavilion on the Lake and to enter into a contractual agreement with the Construction Manager at Risk; to authorize a loan for additional funds; and to authorize staff to develop a policy that will direct the movement of all excess revenues generated from the Pavilion that fall beyond the requisite reserves necessary for general operations, to the General Fund.

FISCAL IMPACT:

Funding Source: Project Revenues, Internal Loan, Bank Loan, and Contributed Capital from the General Fund.

General fund contributions will be budgeted each year and included in the General Fund Operating Budget on an as need basis to meet cash flow and debt coverage requirements.

Transfers (General Fund contributions) are estimated at \$99,278 in fiscal year 2014, and are increased each year for inflation.

LEGAL SUFFICIENCY: legally sufficient



Proposed Business Plan with Proposed Budget

Tavares Pavilion on the Lake (Updated February 20, 2013)



OBJECTIVES

- To construct a Lake County waterfront conference center and wedding pavilion that will become a sought-after destination for conferences, weddings, reunions, and any special event requiring a unique and picturesque location. The Tavares Pavilion on the Lake, which will be publicly owned and operated, will be constructed in Wooton Park in downtown Tavares, and it will extend out over Lake Dora and provide a view and ambiance that will not be found anywhere else in the area.
- The two-story structure will have window walls offering unparalleled waterfront and sunset views, and inside will have flexible seating options that will provide conference room and event space for groups from 25 to 300.
- Marketing it individually, and in tandem with the Seaplane Base and Wooton Park, so that it will lend itself to a variety of packages that will combine options for meeting space, event space, seaplane travel, hotel rooms and local dining.
- Develop an entrepreneurial program that will provide a break-even financial environment

MISSION

It is the purpose and the mission of the City of Tavares to continue to develop its downtown waterfront district in an ambitious and revitalizing initiative that is in alignment with the vision of its people. This project will serve as a linchpin for this progression, as it provides a connection to this City's history as evidenced by the vision statement that was created and developed by this city's people, "***Tavares - the Capital Waterfront City of Lake County - Building on an Historic Foundation - Creating an Authentic, Accessible Community of Neighborhoods, Businesses, and Citizen Services - Distinguishing Itself as the Defining Vision of Where You Want to Be!***" As the Pavilion will be a replica of the original pavilion built in the same location that it was constructed in 1912 and then dismantled in 1961, it aligns perfectly with this vision statement.

KEYS TO SUCCESS

- Cultivate an identity (brand) for the Tavares Pavilion on the Lake.
- Develop and grow a customer base within the event and wedding planning community.
- Hire professional staff that will believe in and support the mission
- Acquire additional equipment to support future growth and offer greater flexibility, leading to expanded services to our user groups

COMPANY PROFILE

The City of Tavares, incorporated in 1880, is located in central Lake County. The City currently has a land area of 9.61 square miles and serves a population of more than 13,600. The City is located in a county that contains more than 1,000 lakes within a 1,156 square mile border.

The City provides a full range of municipal services as directed by the City Charter, including general government, public safety, public improvements, community development, community services, parks, recreation and library. The City also operates and maintains water, wastewater treatment, stormwater and sanitation utilities and services and a seaplane port, retail store, fuel farm, and a marina.



LEGAL ENTITY

The City of Tavares operates according to a Council/Administrator form of government, whereby the registered voters of the City of Tavares elect the city council who in turn select a mayor from the elected council to serve as mayor. The mayor chairs all meetings of the council, and represents the city and the council. The council appoints the city administrator who in turn appoints the department heads of the various departments. Council members are elected at large and serve two-year terms.

START-UP SUMMARY

Start-up expenses are based on the costs associated with the purchase of general office supplies (\$200.00) and for the marketing expenses needed to promote this new venue to a broad base within a 100-mile radius.

Additionally, the expenses include training for the events coordinator and travel to bridal shows and other related, essential activities so that staff remains relevant in the market place.

These expenses will not exceed \$15,000.00.

SERVICE SUMMARY

- The proposed Pavilion on the Lake will serve many purposes, none the least of which is the role of events center, whereby rental fees will be collected to generate revenues that will provide self-sufficiency for the facility.
- It will serve as a gathering place during certain community events
- It will serve as a host site for cultural and specialty events such as visual and performing art exhibits, concerts, art demonstrations, school choral and band performances, farmers' and free trade markets, antique shows, and exotic car shows.

The City staff will assess an appropriate rental/lease fee structure for use of the facility by outside parties, and that which is aligned with other comparable facilities. A draft fee schedule that may be implemented is illustrated on the following page.



FEE SCHEDULE (PROPOSED—a discounted fee for residents could be adopted)

	Monday-Thursday 8AM - 11PM	Fridays 8AM - 2PM
Grand Ballroom A (2 nd floor overlooking lake)	\$200/hr	\$250/hr
Grand Ballroom B (1 st floor)	\$150	\$200
Meeting Room A	\$100	\$150
Meeting Room B	\$ 75	\$110
Conference Room	\$ 30	\$ 30
Lakeside Ceremony Site/Event Lawn	\$350 2-hour rental fee	\$350 2-hour
<u>DAYTIME BLOCK RATES</u>	Monday-Thursday 8AM - 4:30PM	Fridays 8AM - 2PM
Grand Ballroom A (2 nd floor overlooking lake)	\$600	Same
Grand Ballroom B (1 st floor)	\$550	Same
Meeting Room A	\$300	Same
Meeting Room B	\$250	Same
Conference Room	\$155	Same
Full Building Rental	\$800	Same
<u>EVENING BLOCK RATES</u>	Monday-Thursday 6PM - 11PM	
Grand Ballroom A (2 nd floor overlooking lake)	\$395	
Grand Ballroom B (1 st floor)	\$275	
Meeting Room A	\$200	
Meeting Room B	\$150	
Conference Room	\$200	
Full Building Rental	\$800	
<u>WEEKEND BLOCK RATES</u>		Full Building Rental
<u>FRIDAY EVENING, SATURDAY, SUNDAY, OR *HOLIDAY RENTALS</u>		
	Friday Evening 5PM - 11PM	\$2000
	Saturday Any 8-hour block from 10AM - 11PM	\$3000
	Sunday or Holiday Any 8-hour block from 10AM - 11PM	\$2400
*Holidays include New Year's Eve, New Year's Day, Memorial Day, Independence Day, Veterans' Day, Labor Day, Thanksgiving Day and the Friday after, Christmas Eve and Christmas Day		

MARKET ANALYSIS SUMMARY

The Tavares Pavilion on the Lake will be marketed to and will appeal to a broad demographic and specifically, to three distinct audiences:

1. Corporate event planners
2. Community event planners
3. Brides-to-be

The targeted audiences will have the expendable income to afford a mid-range price point for a high-end events venue that will offer a distinctive atmosphere which appeals to those who enjoy waterfront vistas and seaplane adventures.

Once established, we will expand our focus to include a broad, national market.

TARGET MARKET SEGMENT STRATEGY

The Tavares Pavilion on the Lake's primary target market segment is user groups or persons looking for a unique events venue. We plan to target this group for several important reasons. First, we are a nonprofit government organization and we believe that by designing and building a unique facility over the water, we will be able to generate revenue that will create self-sufficiency for the facility.

Secondly, we believe that demand is high for a water-located facility that is co-located with a seaplane port and we know that the inventory for such a facility is low. This project will fill this disparity.

Additionally, this particular market segment is vast and will be a major driver for economic development in our government town.

And lastly, our secondary market segment is our community. Our desire to re-create an historically-significant, iconic building in the same location where it once existed, not only fulfills the vision of the community but also provides a valued gathering place to support the very community that it supports.

SERVICE PROVIDERS ANALYSIS

There is no known rental event facility in the tri-county area that will offer what the Tavares Pavilion on the Lake will offer. Although other facilities exist and can provide a similar level of service, the distinct environmental design of what will be an elegantly appointed, two-story structure located 150' off the shoreline with seaplanes landing and taking off nearby, provides something unique and rare.

It is anticipated that the Pavilion will serve as the host site to many small to medium conferences and training seminars as well as cultural activities, weddings, and parties. The City has received commitment statements from the Seaplane Pilots Association, United Southern Bank, the Antique and Classic Boat Society, the Home Builders Association of Lake County, the Florida Surety Agents Association, the Florida Airports Council, the Lake County Dental Society, and the Florida City and County Management Association that comment on the need for such a facility and the groups' willingness to use the facility for their conference needs. Also, the planned 40' wide x 150' concrete pier leading to the two-story facility will provide additional hardscape space that will lend itself to cultural events such as arts and crafts festivals and performing art programs such as blank canvas art demonstrations, small concerts, eco-



friendly events, and possibly Fair Trade activities in addition to exotic car shows, antique shows, farmers' markets and more.

ALTERNATIVES AND USAGES PATTERNS

Although a number of rental venues currently serve the Lake County market, the City of Tavares is in a unique position to provide its clients with all of the qualities listed below plus the benefit of knowing that we have revered the vision of our people by rebuilding an important part of this city's past.

Corporate customers and brides-to-be look for several qualities when renting a venue for their event including:

- Attractive and comfortable environment
- Reliable and consistently high-quality service
- Good value for money
- Reputation and location of facility
- Uniqueness

Because principles are very important to the City of Tavares, we believe that as long as we can maintain the above characteristics, we will have served our community well.

FUNDRAISING STRATEGY

Managing staff at the Pavilion on the Lake will be committed to balancing its operating budget while operating on a solid financial foundation. These efforts will be based on a mixture of revenues from rental fees, special events, and catering contracts. Just as revenues will be tracked, internal expenses will be closely monitored.

Staff will intentionally emphasize the need to reduce reliance on supplemental financial support from the City's General Fund and will look at all potential revenue-generating opportunities that may exist.

Indeed, our goal will be to become self-sustaining, while maintaining a profitable and competitive entrepreneurial venture that benefits our community. This is a considerable challenge, due to the number of local, event venues, the mid-size of the facility and any unpredictable associated maintenance costs.

MARKETING STRATEGY SUMMARY

Tavares Pavilion on the Lake will be a unique venue that will enhance the "niche and wow" experience that has been successfully created with the Tavares Seaplane Base & Marina. In its first year of operation, the Seaplane Base already brings in thousands of visitors from around the country and the world, with minimal marketing dollars spent. These visitors will greatly contribute to establishing the Pavilion as a destination venue.

Tavares intends to market the Pavilion to three distinct audiences:

- Business conferences
- Small and Medium-size community events
- Weddings



Business Conferences

- Market to small and medium-sized business groups offering a well-outfitted conference center with several breakout rooms
- Target a variety of professional groups statewide for training opportunities and conferences, such as American Business Women's Association, conservation groups, Seaplane Pilots Association, Association of Community Planners, trade shows and similar groups

Events

- The Pavilion and extended pier will offer opportunities to expand the City's existing major event schedule to include more art, culture, and the types of events that require space for static displays. Staff will work with local artisans, quilters, painters, and musicians to create unique regional events and craft fairs.
- Market events at the Pavilion and Pier as part of the City's yearly event schedule, which includes magazine ads, radio ads, posters, email blasts and Facebook postings

Weddings

- Partner with local churches, florists, formalwear outlets and hotels to offer a unique setting for weddings
- Advertise in bride magazines, religious newsletters and target graduating seniors at colleges around the state and region
- Advertise with, or host a tour for the Association of Bridal Consultants and Association of Wedding Planners

Marketing methods to be utilized:

- Create themed collateral items to include a website, advertisements, and a simple portfolio with customizable inserts. The inserts will be specific to the three audiences and also include information on facility layout, menus, seating arrangements, etc. (This information will also be utilized on the website and email blasts.)
- Insert ads in appropriate regional, state and national magazines
- Create a high quality video spotlighting the venue, local amenities and examples of event and travel packages. Mail DVD's or email video links to potential clients, in addition to posting on YouTube and City websites
- Work with local resorts and hotel chains to create travel packages and weekend getaways
- Network with event planners as well as groups and organizations that are looking for a unique meeting or event location
- Target professional organizations that are looking for corporate retreat venues
- Utilize social media, such as Facebook, Twitter and LinkedIn
- Work with the County Tourism Office to plan a travel writer's tour to highlight the Pavilion, Seaplane Base and downtown Tavares as a unique destination

MANAGEMENT TEAM

The initial, start up management team will consist of an Events Coordinator, two Event Support personnel, and a Tradesworker at 1/2 position (to be shared with General Services Division).

The Events Coordinator is hired by the Director of Community Services. Responsibilities include, but are not limited to:

- Advise the Community Services Director and carry out tasks assigned by the same.
- Develop and manage the annual budget for Administration approval including necessary revisions.
- Oversee the preparation of the annual report of activities as well as fiscal reports.
- Coordinate work on annual audits.
- Generate reservations by working closely with clients and maximizing venue attributes
- Measure effectiveness of marketing activities (program tracking).

The Event Support staff persons are hired by the Director of Community Services and the Events Coordinator. Responsibilities include, but are not limited to:

- Building, restroom, and kitchen cleanliness
- Unlocking and securing building during and after every event
- Event set-ups (tables, chairs, etc.)

The Tradesworker (1/2 position) is hired by the Director of Community Services and the Director of Public Works. Responsibilities include, but are not limited to:

- Building maintenance
- Equipment maintenance

PERSONNEL TABLE

Operations will continue 365 days per year and the hours of operation will vary based on events and reservations schedules.

The salaries and benefits of the positions listed below will be included in this operating budget.

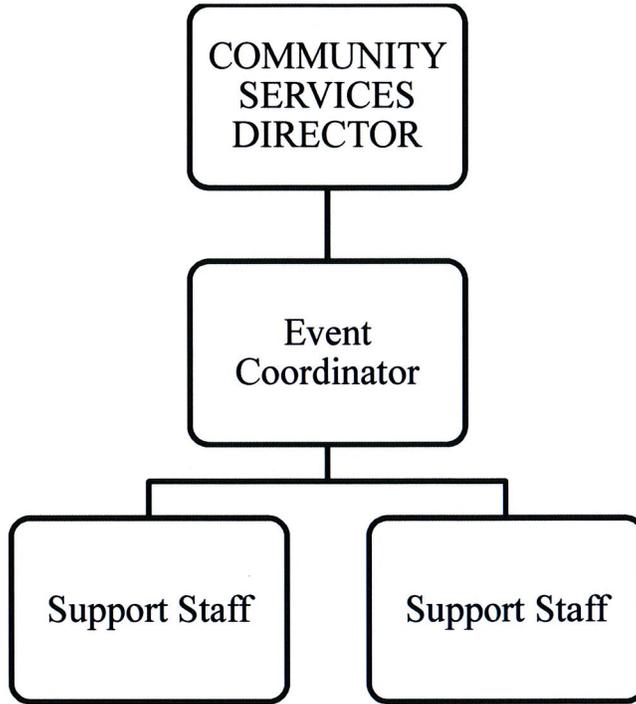
*Event Coordinator

*Event Support Staff (2)

*Tradesworker (1/2 position)



ORGANIZATIONAL CHART



SALARY/BENEFITS TABLE (year 1)

*It should be noted that salaries and benefits are estimates and are used for illustrative purposes only.

Position	Base Salary	Benefits	Total	Total - All
Event Coordinator	\$ 45,000	\$ 18,315	\$ 63,315	\$ 63,315
Support Staff (2)	49,920	19,122	69,042	132,357
TOTALS	\$ 94,920	\$ 37,437	\$ 132,357	

FINANCIAL PLANNING

The basis for financial planning has been to look forward with conservative estimates for revenue and expenses. We are committed to the steady growth of revenues through tight control of services, through system efficiencies and by growing our reservations base. *Our financial plan focus* will be to attain solvency within a self-supporting financial environment while building adequate cash reserves for further stages of development.

Preliminary estimates for revenues and expenditures have been proposed at conservative levels with achievable milestones. The following represents an overview of the salient assumptions included in achieving the estimated financial results for operational expectations of the facility exhibited on the following pages (12-14).

- Fiscal Years 2012 & 2013 – Construction Period
- Fiscal Year 2014 – Revenues estimated at 60% of rental capacity.
- Fiscal Years 2015 – 2018 – Revenues are estimated to increase as capacity rentals increase at a rate of 5% per year until Fiscal Year 2018 and thereafter where capacity rentals are proposed at 80%.
- Staffing levels are proposed at moderate levels with 3 full-time employees with an additional budgeted amount for contingency staffing (\$19,000).
- Operational costs are estimated at reasonable levels, slightly higher than actually anticipated in some expenditure items.
- A contingency amount for needed equipment in the first two years is anticipated and proposed.
- Depreciation/Capital Renewal & Replacement is included in determining net income although the expense is a non-cash item. This allows the newly created enterprise to build reserve funds for unanticipated events/needs.
- The General Fund will contribute start-up funding during the infancy period of the enterprise with reimbursement transfers anticipated as soon as operations will fiscally support the transfers.
- Cash reserves are anticipated to grow to an estimated \$1,237,060 by fiscal year 2019 which will allow early extinguishment of the interfund loan.
- For all years, principal and interest payments for an anticipated bank loan in the amount of \$2.7M for a term of 20 years, and an anticipated interest rate of 2.75%.

Several schedules are provided to illustrate proposed operating results, loan/investment cash flow/amortization, capacity rentals, and staffing estimates. Below is an index of schedules provided.

Page

- 11 – General Assumptions
- 12 – Proposed Revenues and appropriations with net income or net loss projections
- 13 - Cash Flow overview for operations showing cumulative reserve milestones
- 14 – Amortization Schedules
- 15 – Amortization Schedules Continued
- 16 – Amortization Schedules Continued
- 17 – Amortization Schedules Continued
- 18 – Rental Occupancy Estimates
- 19 - Payroll Staffing Costs Details



**City of Tavares Pavilion on the Lake
 Five Year Plan - Conference Center Activities
 Model Inputs and Investor Scenario**

General Notes and Assumptions

*Assumes Rentals are realized at 60% of Capacity Rentals
 Assumes catering fees correlated to 8% of Rental Revenues
 Assumes other revenue related to various contracts at 6% of rentals in the first year and increased annually*

Year One Model Inputs

1. Year One Revenue Expectancy

	<u>Base Rentals (Blks</u>	<u>Grand Ballroom B</u>	<u>Other Fees</u>	<u><Product 4></u>
Annual revenue for Pavilion	\$330,720	\$124,800	\$21,840	\$0
Total year one product (noninterest) revenue	\$477,360			
2. Uncollectible Provision Factor	2%			
3. Annual Tax Rate	0%			

City of Tavares Pavilion on the Lake
 Five Year Plan - Conference Center Activities
 Convention & Conference Center Rental Facility
 Cash Flow



	2012	2013	2014	2015	2016	2017	2018	2019	Total
Operating Activities									
Net income	\$0	\$0	\$180,593	\$198,932	\$115,661	\$135,576	\$154,324	\$24,210	\$809,296
Adjustments to reconcile net earnings to cash provided by operating activities									
Depreciation and amortization	0	0	64,000	64,000	64,000	64,000	64,000	64,000	384,000
Total Operating Activities	\$0	\$0	\$244,593	\$262,932	\$179,661	\$199,576	\$218,324	\$88,210	\$1,105,086
Investing Activities									
Total Investing Activities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Financing Activities									
Total Financing Activities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Cash Flows	\$0	\$0	\$244,593	\$262,932	\$179,661	\$199,576	\$218,324	\$88,210	\$1,193,297
Beginning Cash Balance	\$0	\$0	\$0	\$244,593	\$507,525	\$687,186	\$886,763	\$1,105,086	
Ending Cash Balance (Cumulative)	\$0	\$0	\$244,593	\$507,525	\$687,186	\$886,763	\$1,105,086	\$1,193,297	

**City of Tavares Pavilion on the Lake
Five Year Plan - Conference Center Activities
Profit and Loss Projections**

1. Assumes at start-up - Revenues are at 60% of Maximized Revenue
2. Assumes that revenues will grow by year 7 to 80% of maximum
3. Assumes and provides for up to 20% pay increases to key P&R staff for addtl duties
4. Assumes 1 Event Coordinator and two Event Support Staff
5. Transfers to General Fund for Maintenance, Administration, & other indirect costs provided by the primary government are suspended unless operations support the transfer.
6. Assumes pre-opening expenditures funded from General Fund
7. Assumes reimbursements due to General Fund in years 2 through 8 will be forgiven as contributed capital depending on operations of the enterprise.
8. Assumes intenal loan from Water & Wastewater at 1.5% - higher yeild than 30 year treasury
9. Assumes bank loan in amount of \$2.7M with rate of 2.75% and term of 20 years.



Year-by-Year Profit and Loss Assumptions								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
	2012	2013	2014	2015	2016	2017	2018	2019
Annual cumulative price (revenue) increase	—	—	—	5.00%	10.00%	15.00%	20.00%	20.00%
Annual cumulative inflation (expense) increase	—	—	—	2.50%	2.50%	2.50%	2.50%	2.50%
Interest rate on ending cash balance	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%

	2012	2013	2014	2015	2016	2017	2018	2019
Operating Revenues								
Income from catering contracts	\$0	\$0	38,189	40,098	42,008	43,917	45,827	45,827
Income from pavilion rentals	\$0.00	0	477,360	501,228	525,096	548,964	572,832	572,832
Miscellaneous fees	\$0.00	0	1,000	1,005	1,010	1,015	1,020	1,025
Other	\$0.00	0	33,451	35,124	38,636	44,431	53,318	63,981
Total Operating Revenues	\$0.00	\$0.00	\$549,999.80	\$577,454.79	\$606,749.61	\$638,327.49	\$672,996.26	\$683,664.87
Operating Expenses								
Salaries, wages and benefits	\$0	40,220	151,727	155,520	159,408	163,393	167,478	171,665
Contractual services	\$0	0	25,000	25,625	26,266	26,922	27,595	28,285
Travel & per diem (training, employee development)	\$0	325	1,300	1,333	1,366	1,400	1,435	1,471
Telephone & internet, etc.	\$0	0	4,176	4,280	4,387	4,497	4,610	4,725
Postage (utilize FB, Newsletter, Email, etc)	\$0	750	1,000	1,025	1,051	1,077	1,104	1,131
Electric	\$0	1,586	10,307	10,564	10,828	11,099	11,377	11,661
Water, Sewer, Garbage	\$0	2,332	16,367	16,777	17,196	17,626	18,067	18,518
Rentals & leases (plant rental)	\$0	0	5,000	5,125	5,253	5,384	5,519	5,657
General Liability & Property Insurance	\$0	0	21,475	22,011	22,562	23,126	23,704	24,297
Repair & maint - building	\$0	0	500	513	625	641	857	1,078
Repair & maint - equipment	\$0	0	1,000	1,025	1,551	1,589	2,129	2,682
Repair & maint - pest control & termite	\$0	0	1,850	1,896	1,944	1,992	2,042	2,093
Printing & binding (copies)	\$0	0	2,000	2,050	2,101	2,154	2,208	2,263
Promotional activities (advertising)	\$0	350	3,000	3,075	2,152	1,206	1,236	1,267
Office supplies	\$0	25	200	205	210	215	221	226
Operating supplies	\$0	1,425	5,000	5,125	5,253	4,384	4,494	4,606
Durable goods	\$0	0	300	308	315	323	331	339
Fuel costs	\$0	300	1,215	1,245	1,277	1,308	1,341	1,375
Uniforms	\$0	250	513	526	539	552	566	580
Books, subs, memberships	\$0	100	205	210	215	221	226	232
Equipment (contingency for start-up)	\$0	2,500	5,125	0	0	0	0	0
Depreciation expense/Replacement	\$0	0	64,000	64,000	64,000	64,000	64,000	64,000
Reimbursement to general fund	\$0	0	0	0	0	0	0	0
Other	\$0	0	0	0	0	0	0	0
Total Operating Expenditures	\$0	\$0,162	\$321,259	\$322,438	\$328,499	\$333,111	\$340,539	\$348,153
Net Income from Operations	\$0	(\$50,162)	\$228,740	\$255,017	\$278,251	\$305,216	\$332,457	\$335,512
Non operating revenue								
Interest income from	\$0	0	0	1,038	2,350	2,702	3,243	3,891
Contributed capital from General Fund	\$0	50,162	99,278	101,760	104,304	106,912	109,584	112,324
Total Non-operating Income	\$0	\$50,162	\$99,278	\$102,798	\$106,654	\$109,614	\$112,827	\$116,215
Non Operating Expenditures								
Debt Service - Interest	0	0	14,697	22,000	22,000	22,000	22,000	21,662
Debt Service - Principal	0	0	179,564	179,564	179,564	179,564	179,564	123,340
Total Non Operating Expenditures	0	0	\$194,261	\$201,564	\$201,564	\$201,564	\$201,564	\$145,002
Net Income or Loss	\$0	(\$0)	\$133,757	\$156,251	\$183,341	\$213,266	\$243,720	\$306,726

Net Retained earnings (not adjusted for depreciation) \$ - \$ (0) \$ 133,757 \$ 290,008 \$ 473,349 \$ 686,615 \$ 930,335 \$ 1,237,060

Debt Coverage (exclude depreciation) n/a n/a 1.18 1.27 1.38 1.51 1.65 2.31

Tavares Pavilion Internal Loan - Int Only for 5 Yrs

Compound Period : Semiannual

Nominal Annual Rate : 1.100 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/01/2012	2,000,000.00	1		
2 Payment	11/01/2012	Interest Only	10	Semiannual	05/01/2017
3 Payment	11/01/2017	72,500.60	30	Semiannual	05/01/2032

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/01/2012				2,000,000.00
1	11/01/2012	14,696.93	14,696.93	0.00	2,000,000.00
2012 Totals		14,696.93	14,696.93	0.00	
2	05/01/2013	11,000.00	11,000.00	0.00	2,000,000.00
3	11/01/2013	11,000.00	11,000.00	0.00	2,000,000.00
2013 Totals		22,000.00	22,000.00	0.00	
4	05/01/2014	11,000.00	11,000.00	0.00	2,000,000.00
5	11/01/2014	11,000.00	11,000.00	0.00	2,000,000.00
2014 Totals		22,000.00	22,000.00	0.00	
6	05/01/2015	11,000.00	11,000.00	0.00	2,000,000.00
7	11/01/2015	11,000.00	11,000.00	0.00	2,000,000.00
2015 Totals		22,000.00	22,000.00	0.00	
8	05/01/2016	11,000.00	11,000.00	0.00	2,000,000.00
9	11/01/2016	11,000.00	11,000.00	0.00	2,000,000.00
2016 Totals		22,000.00	22,000.00	0.00	
10	05/01/2017	11,000.00	11,000.00	0.00	2,000,000.00
11	11/01/2017	72,500.60	11,000.00	61,500.60	1,938,499.40
2017 Totals		83,500.60	22,000.00	61,500.60	
12	05/01/2018	72,500.60	10,661.75	61,838.85	1,876,660.55
13	11/01/2018	72,500.60	10,321.63	62,178.97	1,814,481.58
2018 Totals		145,001.20	20,983.38	124,017.82	
14	05/01/2019	72,500.60	9,979.65	62,520.95	1,751,960.63
15	11/01/2019	72,500.60	9,635.78	62,864.82	1,689,095.81
2019 Totals		145,001.20	19,615.43	125,385.77	
16	05/01/2020	72,500.60	9,290.03	63,210.57	1,625,885.24
17	11/01/2020	72,500.60	8,942.37	63,558.23	1,562,327.01
2020 Totals		145,001.20	18,232.40	126,768.80	



Tavares Pavilion Internal Loan - Int Only for 5 Yrs

Date	Payment	Interest	Principal	Balance
18 05/01/2021	72,500.60	8,592.80	63,907.80	1,498,419.21
19 11/01/2021	72,500.60	8,241.31	64,259.29	1,434,159.92
2021 Totals	145,001.20	16,834.11	128,167.09	
20 05/01/2022	72,500.60	7,887.88	64,612.72	1,369,547.20
21 11/01/2022	72,500.60	7,532.51	64,968.09	1,304,579.11
2022 Totals	145,001.20	15,420.39	129,580.81	
22 05/01/2023	72,500.60	7,175.19	65,325.41	1,239,253.70
23 11/01/2023	72,500.60	6,815.90	65,684.70	1,173,569.00
2023 Totals	145,001.20	13,991.09	131,010.11	
24 05/01/2024	72,500.60	6,454.63	66,045.97	1,107,523.03
25 11/01/2024	72,500.60	6,091.38	66,409.22	1,041,113.81
2024 Totals	145,001.20	12,546.01	132,455.19	
26 05/01/2025	72,500.60	5,726.13	66,774.47	974,339.34
27 11/01/2025	72,500.60	5,358.87	67,141.73	907,197.61
2025 Totals	145,001.20	11,085.00	133,916.20	
28 05/01/2026	72,500.60	4,989.59	67,511.01	839,686.60
29 11/01/2026	72,500.60	4,618.28	67,882.32	771,804.28
2026 Totals	145,001.20	9,607.87	135,393.33	
30 05/01/2027	72,500.60	4,244.92	68,255.68	703,548.60
31 11/01/2027	72,500.60	3,869.52	68,631.08	634,917.52
2027 Totals	145,001.20	8,114.44	136,886.76	
32 05/01/2028	72,500.60	3,492.05	69,008.55	565,908.97
33 11/01/2028	72,500.60	3,112.50	69,388.10	496,520.87
2028 Totals	145,001.20	6,604.55	138,396.65	
34 05/01/2029	72,500.60	2,730.86	69,769.74	426,751.13
35 11/01/2029	72,500.60	2,347.13	70,153.47	356,597.66
2029 Totals	145,001.20	5,077.99	139,923.21	
36 05/01/2030	72,500.60	1,961.29	70,539.31	286,058.35
37 11/01/2030	72,500.60	1,573.32	70,927.28	215,131.07
2030 Totals	145,001.20	3,534.61	141,466.59	
38 05/01/2031	72,500.60	1,183.22	71,317.38	143,813.69
39 11/01/2031	72,500.60	790.98	71,709.62	72,104.07
2031 Totals	145,001.20	1,974.20	143,027.00	
40 05/01/2032	72,500.60	396.53	72,104.07	0.00
2032 Totals	72,500.60	396.53	72,104.07	
Grand Totals	2,288,714.93	288,714.93	2,000,000.00	



Pavilion Estimate 2-12-2013 (semi annual pymts)

Compound Period : Semiannual

Nominal Annual Rate : 2.750 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/01/2013	2,696,227.00	1		
2 Payment	10/01/2013	Interest Only	1		
3 Payment	04/01/2014	89,782.49	39	Semiannual	04/01/2033

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	04/01/2013				2,696,227.00
1	10/01/2013	37,073.12	37,073.12	0.00	2,696,227.00
2013 Totals		37,073.12	37,073.12	0.00	
2	04/01/2014	89,782.49	37,073.12	52,709.37	2,643,517.63
3	10/01/2014	89,782.49	36,348.37	53,434.12	2,590,083.51
2014 Totals		179,564.98	73,421.49	106,143.49	
4	04/01/2015	89,782.49	35,613.65	54,168.84	2,535,914.67
5	10/01/2015	89,782.49	34,868.83	54,913.66	2,481,001.01
2015 Totals		179,564.98	70,482.48	109,082.50	
6	04/01/2016	89,782.49	34,113.76	55,668.73	2,425,332.28
7	10/01/2016	89,782.49	33,348.32	56,434.17	2,368,898.11
2016 Totals		179,564.98	67,462.08	112,102.90	
8	04/01/2017	89,782.49	32,572.35	57,210.14	2,311,687.97
9	10/01/2017	89,782.49	31,785.71	57,996.78	2,253,691.19
2017 Totals		179,564.98	64,358.06	115,206.92	
10	04/01/2018	89,782.49	30,988.25	58,794.24	2,194,896.95
11	10/01/2018	89,782.49	30,179.83	59,602.66	2,135,294.29
2018 Totals		179,564.98	61,168.08	118,396.90	
12	04/01/2019	89,782.49	29,360.30	60,422.19	2,074,872.10
13	10/01/2019	89,782.49	28,529.49	61,253.00	2,013,619.10
2019 Totals		179,564.98	57,889.79	121,675.19	
14	04/01/2020	89,782.49	27,687.26	62,095.23	1,951,523.87
15	10/01/2020	89,782.49	26,833.45	62,949.04	1,888,574.83
2020 Totals		179,564.98	54,520.71	125,044.27	
16	04/01/2021	89,782.49	25,967.90	63,814.59	1,824,760.24
17	10/01/2021	89,782.49	25,090.45	64,692.04	1,760,068.20
2021 Totals		179,564.98	51,058.35	128,506.63	



Pavilion Estimate 2-12-2013 (semi annual pymts)

Date	Payment	Interest	Principal	Balance
18 04/01/2022	89,782.49	24,200.94	65,581.55	1,694,486.65
19 10/01/2022	89,782.49	23,299.19	66,483.30	1,628,003.35
2022 Totals	179,564.98	47,500.13	132,064.85	
20 04/01/2023	89,782.49	22,385.05	67,397.44	1,560,605.91
21 10/01/2023	89,782.49	21,458.33	68,324.16	1,492,281.75
2023 Totals	179,564.98	43,843.38	135,721.60	
22 04/01/2024	89,782.49	20,518.87	69,263.62	1,423,018.13
23 10/01/2024	89,782.49	19,566.50	70,215.99	1,352,802.14
2024 Totals	179,564.98	40,085.37	139,479.61	
24 04/01/2025	89,782.49	18,601.03	71,181.46	1,281,620.68
25 10/01/2025	89,782.49	17,622.28	72,160.21	1,209,460.47
2025 Totals	179,564.98	36,223.31	143,341.67	
26 04/01/2026	89,782.49	16,630.08	73,152.41	1,136,308.06
27 10/01/2026	89,782.49	15,624.24	74,158.25	1,062,149.81
2026 Totals	179,564.98	32,254.32	147,310.66	
28 04/01/2027	89,782.49	14,604.56	75,177.93	986,971.88
29 10/01/2027	89,782.49	13,570.86	76,211.63	910,760.25
2027 Totals	179,564.98	28,175.42	151,389.56	
30 04/01/2028	89,782.49	12,522.95	77,259.54	833,500.71
31 10/01/2028	89,782.49	11,460.63	78,321.86	755,178.85
2028 Totals	179,564.98	23,983.58	155,581.40	
32 04/01/2029	89,782.49	10,383.71	79,398.78	675,780.07
33 10/01/2029	89,782.49	9,291.98	80,490.51	595,289.56
2029 Totals	179,564.98	19,675.69	159,889.29	
34 04/01/2030	89,782.49	8,185.23	81,597.26	513,692.30
35 10/01/2030	89,782.49	7,063.27	82,719.22	430,973.08
2030 Totals	179,564.98	15,248.50	164,316.48	
36 04/01/2031	89,782.49	5,925.88	83,856.61	347,116.47
37 10/01/2031	89,782.49	4,772.85	85,009.64	262,106.83
2031 Totals	179,564.98	10,698.73	168,866.25	
38 04/01/2032	89,782.49	3,603.97	86,178.52	175,928.31
39 10/01/2032	89,782.49	2,419.01	87,363.48	88,564.83
2032 Totals	179,564.98	6,022.98	173,542.00	
40 04/01/2033	89,782.49	1,217.66	88,564.83	0.00
2033 Totals	89,782.49	1,217.66	88,564.83	
Grand Totals	3,538,590.23	842,363.23	2,696,227.00	



Pavilion Staff Costs		46,800.00
Events Coordinator		\$ 21,853
Benefits:		
FICA tax	1.41	
Medicare tax	0.31	
Retirement	1.46	
Worker's compensation	0.50	
Long-term-disability	0.06	
Life insurance	0.12	
Dental ins. - Single	0.12	
Dental ins. - Dependent	0.24	
Health ins. - Single	2.82	
Health ins. - Dependent	2.88	
Health & dental insurance	5.28	8.81
Total average cost per regular hour		38.44
Total regular hours provided		2,806.89
Total cost for regular hours provided		63,314.97
Overtime Hours Rate		
Benefits:		
FICA tax	2.11	
Medicare tax	0.47	
Retirement	3.29	
Worker's compensation	2.29	
Long-term-disability	0.39	
Life insurance	0.16	
Life insurance	0.41	
Total average cost per overtime hour		48.87
Total overtime hours provided		-
Total cost for overtime hours provided		-
Total Costs for Event Coordinator		\$ 63,314.97

Regular Hours Cost	63,314.97
Overtime Hours Cost	-
Total Cost for Regular Hours	63,314.97
Total Cost for Overtime Hours	-
Total Finance Staff Hours Cost - Ball Registration	\$ 132,356.78
	\$ 132,356.78
	19,378.88
Additional amount for staffing adjustments	\$ 151,726.78

Pavilion Staff Costs		48,328.88
Support Staff		\$ 24,888
Benefits:		
FICA tax	1.58	
Medicare tax	0.35	
Retirement	1.28	
Worker's compensation	0.55	
Long-term-disability	0.06	
Life insurance	0.13	
Dental ins. - Single	0.12	
Dental ins. - Dependent	0.24	
Health ins. - Single	2.82	
Health ins. - Dependent	2.88	
Health & dental insurance	5.28	8.39
Total average cost per regular hour		33.99
Total regular hours provided		2,886.89
Total cost for regular hours provided		68,841.79
Overtime Hours Rate		
Benefits:		
FICA tax	2.34	
Medicare tax	0.52	
Retirement	3.55	
Worker's compensation	2.54	
Long-term-disability	0.39	
Life insurance	0.16	
Life insurance	0.33	
Total average cost per overtime hour		46.53
Total overtime hours provided		-
Total cost for overtime hours provided		-
Total Cost for Support Staff		\$ 69,041.79

Regular Hours Cost	68,841.79
Overtime Hours Cost	-



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: February 20, 2013**

AGENDA TAB NO. 6

SUBJECT TITLE: Discussion of Hickory Point Annexation

OBJECTIVE:

To discuss the annexation of the Hickory Point Park property which is currently owned by the Lake County Water Authority.

SUMMARY:

Council directed staff to bring back information for discussion regarding the annexation of the Hickory Point Park property. Should the annexation occur, police and fire protection services would become the responsibility of the City instead of the County. In addition, the Water Authority would pay the lower in city drinking water and sewer rate for the utility service that the city provides then their current out of city higher rate they currently pay the city.

Background

In 1991, the City of Tavares signed a Utility Agreement with the Lake County Water Authority in order to provide water lines, sewer lines and lift station as they wished to develop as a recreational facility (Hickory Point Park). The agreement (see attached) stated that the Water Authority would agree to execute and deliver a covenant in support of annexation to the City upon becoming contiguous to the City.

- May 1, 2002 Council directed the City Administrator to proceed with annexation of the property and to obtain feedback from the Water Authority.
- July 10, 2002, the Executive Director of the Water Authority appeared before Council stating he had been directed by his Board to obtain more information. It was noted at that meeting that the Covenant to Annex appeared to have never been signed.
- In September of 2002 the City Administrator met with the Lake County Water Authority Board to answer their questions however they did not appear to be interested in being annexed. This was reported back to the Tavares City Council on September 3, 2002.

Since that time, The City Council has inquired if the Water Authority plans to annex into the city and the Water Authority has not shown any interest in annexing into the city.

The City and Water Authority have held a very good relationship. The Water Authority has issued several grants to the City, most recently a \$250,000 down town storm water grant and a \$112,500 Dora Canal Rail Road bridge grant.

(Attached are agenda summaries and minutes from previous Council meetings of December 2, 2009 and September 7, 2011 as further background. _

STAFF RECOMMENDATION: That Council provide direction related to further pursuits of the Water Authority annexing in the Hickory Point property.

FISCAL IMPACT: None

LEGAL SUFFICIENCY: Yes

1	Kirby Smith	Yes
2	Bob Grenier	Yes
3	Sandy Gamble	No
4	Lori Pfister	No

5
6 **Tab 12) Approval of Renewal of Work Authorization with Malcolm Pirnie for Consumptive Use Permit**

7
8
9 Mr. Hayes stated that previously Council approved the Consumptive Use Process which
10 consisted of three phases that would take 3-5 years at a cost of approximately \$400,000. The first
11 phase was the data collection and permit submittal to St. Johns (\$110,000) and the second phase
12 was responding to St. Johns Water District management for RIA's (Request for Additional
13 Information) (\$120,000). The final phase will require final studies and questions that need to be
14 answered. This work authorization will bring the total costs to approximately \$345,000 and it will
15 have taken about three years to accomplish. Staff recommendation is to approve this Work
16 Authorization at a cost of \$115,088.

17
18 Councilmember Smith asked if St. Johns has asked for additional information that should have
19 been provided before. Mr. Hayes explained the process which consists of submitting the
20 application, and then responding to questions from St. Johns. Councilmember Smith questioned
21 the price of the contract.

22
23 Mr. Shannon stated that the firm will only be responding to further questions from St. Johns. If it
24 takes less, then that will be monies the city does not have to spend.

25
26 Mayor Wolfe asked if there was audience comment

27
28 **MOTION**

29
30 **Sandy Gamble moved to approve the work authorization with Malcolm Pirnie to continue**
31 **with Phase Three of the Consumptive Use Permit process with the St. Johns River Water**
32 **Management District in the amount of \$115,088, seconded by Bob Grenier. The motion**
33 **carried unanimously 5-0.**

34
35 **Tab 13) Discussion of Annexation of Hickory Point Park**

36
37 Mr. Drury stated that he had provided Council the previous agenda summary from 2009 when this
38 issue was discussed. The summary provided a list of pros and cons of annexation. It was noted
39 that if they do not annex in they pay a higher water and sewer rate and the county provides the
40 sheriff and fire protection at no cost to the city. If they do annex in they pay a lower water and
41 sewer rate and the city will provide police and fire protection. On the other hand, the city Fire
42 Station is closer to the property than the county fire station; city police is patrolling the area in
43 front of the area to be annexed because they go to Royal Harbor but they have no jurisdiction
44 within the Hickory Point property; the Renaissance Faire is held there (an event advertised as
45 being in Tavares) as well as the soccer games; and there is property behind the Water Authority
46 that is currently an orange grove with an ingress and egress easement.

47

1 Mr. Drury reviewed the past action when the Water authority entered into an agreement to obtain
2 city water and as part of that agreement they agreed to annex in at some time in the future when
3 the property became contiguous.
4

5 Vice Mayor Grenier noted he and Councilmember Smith had both requested this issue be
6 brought back to Council and he was pleased to see it under review.
7

8 Mr. Drury said he believed the Water Authority's position on whether they have to annex in is not
9 the same as the opinion of this Council. He said if Council decides they wish this property to be
10 annexed into Tavares, they should instruct the City Attorney to meet with the Water Authority
11 attorney and discuss the legal issues involved.
12

13 Attorney Williams said when water was extended to Hickory Point the city entered into an
14 agreement and as part of that agreement they were required to sign a Covenant to Annex when
15 they became legally contiguous. He said they never signed the Covenant but did sign the contract
16 that contained that obligation. He said when they became contiguous, the former City
17 Administrator went to them to ask them to annex but they refused and the City did not pursue it
18 further. More recently he said he and Mr. Drury had approached the Water Authority again but
19 they had taken the same position that they are not required to annex even though they signed the
20 utility agreement.
21

22 Attorney Williams said there are three options: 1) continue as is by selling water only that includes
23 a 25% surcharge; 2) demand them to annex under the covenant; and 3) pull the water meter
24 (legal but extreme). He said option 2 would require a Declaratory Action with the court if they
25 refused to annex. He said he thought their main concern is that there is property to the west side
26 of their property which has access by an easement. He said he believed their concern is that the
27 acreage to the west would then be contiguous and could annex into the city and be developed.
28

29 Mr. Drury reiterated that Council needs to be aware of the requirements for the city to respond to
30 all the public safety issues. Mayor Wolfe asked if the city would be responsible for the roads and
31 stormwater problems. Attorney Williams responded the city would just be responsible for traffic
32 enforcement. Mr. Drury commented that their infrastructure would probably not meet city
33 requirements but they would be responsible for their roads, stormwater and sewer lines. He said
34 the other property could technically annex in.
35

36 Councilmember Pfister said economically it would not be an advantage to the city to annex them
37 at this time.
38

39 Councilmember Smith said they need to honor their agreement and it would resolve the issue of
40 the Renaissance Faire event not being in the city.
41

42 Mayor Wolfe said he thought it would be good for the city to have all of its major lakefront be in
43 the City and he thought that was always the long term plan.
44

45 Councilmember Gamble said the past minutes also reflected that some properties may be able to
46 annex without being contiguous. Attorney Williams confirmed but noted it that also requires an
47 Interlocal agreement with the County. Councilmember Gamble said the Water Authority Board

1 members have indicated to him their concern about some of the city's permit requirements for
2 events.

3
4 Councilmember Pfister expressed concern about the effect on the budget for providing services
5 noting it will probably result in more overtime. Discussion followed on the process for special
6 events and requirement to pay the city for overtime costs.

7
8 Mayor Wolfe asked for comment from the audience.

9
10 **Norb Thomas, New Hampshire Avenue**

11
12 Mr. Thomas said he agreed that they should honor their agreement. He noted that the city has
13 already been sending public safety support to Hickory Point and incurs the liability for that
14 support. He spoke in support of the annexation.

15
16 **MOTION**

17
18 **Kirby Smith moved to direct staff and the City Attorney to approach the Water Authority**
19 **and express the willingness of the City to have them come into the City, seconded by**
20 **Sandy Gamble. The motion carried 4-1 as follows:**

21
22 **Robert Wolfe** Yes
23 **Kirby Smith** Yes
24 **Bob Grenier** Yes
25 **Sandy Gamble** Yes
26 **Lori Pfister** No

27
28 **Tab 14) Discussion for Options for Expansion of Wooton Park**

29
30 Mr. Neron noted that in November 2010 the City Developed a bond referendum to purchase 3.61
31 acres and make other improvements at Wooton Park, in addition to building an amphitheater. The
32 results of the election were very close—it was not approved by a margin of about 400 votes.

33
34 After the vote, Council directed staff to explore less expensive options to secure the additional
35 waterfront property without an amphitheater and associated concession buildings. Since that time
36 staff has continued to work with the principals of Tavares Station LLC to develop less expensive
37 alternatives without the amphitheater.

38
39 Mr. Neron noted staff has presented three levels of detail as to the four options and noted that
40 detailed information has been provided for each option:

41
42 He presented the following four options:

- 43
44
45 1. **Lease 1.5 acres** to build additional boat ramp, restroom, and parking and wild life
46 observation gazebo. **(10 year cost = \$1,009,310)**
47

Attachment to
Tab 7

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 7, 2011

AGENDA TAB NO. 13

SUBJECT TITLE: Discussion of Annexation of Hickory Point Park

OBJECTIVE:

Councilmember Smith requested that this item be brought back for Council discussion. This item was discussed by Council on December 2, 2009.

SUMMARY:

Attached is the agenda summary, minutes from the Lake County Water Authority, and City Council minutes from December 2, 2009.

OPTIONS:

- 1) Hold discussion
- 2) Do not hold discussion

STAFF RECOMMENDATION:

That Council hold a discussion on this matter.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient

~~Attachments~~
to Tab 13
Attachment to
Tab 7

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: December 2, 2009**

AGENDA TAB NO. 9
SUBJECT TITLE: Hickory Point Water Authority Annexation

OBJECTIVE: To discuss the Hickory Point Annexation.

SUMMARY: Previously the Council asked that staff assess the issue of Hickory Point annexing into the city. By way of background Royal Harbor (across the street from Hickory Point) requested water and sewer to their development. Royal Harbor was not contiguous to the city (State Law does not permit a city to annex property unless it is contiguous to the city), so the city entered into a "Pioneer Agreement" whereby water and sewer was extended to Royal Harbor. As part of the Pioneer Agreement Royal Harbor would pay the higher "out of City" water and sewer rates and would agree to annex in at such time as their property became contiguous to the city; they also paid to extend the City's water and sewer lines to their site.

The Water Authority asked for the same deal as Royal Harbor; they paid to extend water and sewer across the street to the Water Authority's Hickory Point property and they to agreed to pay the higher out of city water and sewer rates and agreed to annex in at such time as they became contiguous (see attached). Time passed and eventually Royal Harbor became contiguous, annexed into the city, paid the lower water/sewer city rates, paid city property taxes and the city took on the responsibilities and costs of city services (Garbage, collections, Police protection, Fire protection, creating voting precincts, etc...). Once Royal Harbor annexed in, Hickory Point became contiguous. Several years ago the city asked the Water Authority to execute the covenant to annex into the city and the Water Authority declined. The issue lay dormant until this year when the City Council requested that staff look into this issue again.

The Water Authority was advised and was provided an opportunity to discuss it at their Board meeting, which they did (see attached Minutes) and invited to meet with the City Council at this meeting.

An analysis of the pros/cons of annexation is touched upon as follows:

- A. If the Water Authority **does not** annex in then:
- B. They pay the higher water and sewer rates (\$2,204.72 vs. \$1,763.78 for Base Charges and \$3.53 per 1000 gallons vs. \$2.83 for sewer consumption charges *and* \$1.28 to \$4.08 per 1000 gallons vs. \$1.03 to \$3.27 for water consumption charges. Average consumption per year is 1,394 gallons for water & sewer at an estimated cost of \$3,542.62 vs. \$2,842.67 for water & sewer charges.
- C. The County provides Sheriff and Fire protection so no cost to city to respond to police and fire related issues.

D. If the Water Authority **does** annex in then:

1. They pay a lower rate for water and sewer
2. The City provides municipal Police and Fire protection services and takes on those additional costs. (Note: Where Royal Harbor pays city property taxes, the Water Authority is exempt from paying city taxes- so they get city services for free).

E. Other issues include things like: The city Fire Station is closer to the property then the County Fire Station, City Police is patrolling the area in front of the property as they regularly provide that service to Royal Harbor but they have no jurisdiction within the Water Authority property, The Renaissance Fair is held there and is touted as being in Tavares, Soccer Games are held there and are touted as being in Tavares. There is property behind the property that is privately owned on Lake Harris with a limited ingress/egress easement across the water Authority's property that is currently an orange grove.

OPTIONS:

1. Ask that the Water Authority annex into the city
2. Do not ask that they annex into the city.

STAFF RECOMMENDATION: That Council discuss the pros and cons of Hickory Point annexing into the city and then make a decision as to which option is best for the city.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY: Legally sufficient.

1 **Tab 9) Hickory Point Park Annexation**
2

3 Previously Council asked that staff look at the history of the Hickory Point annexation
4 and bring back to Council for further discussion for either action or no action.
5

6 By way of background Royal Harbor (across the street from Hickory Point) requested
7 water and sewer to their development. Royal Harbor was not contiguous to the city
8 (State Law does not permit a city to annex property unless it is contiguous to the city),
9 so the city entered into a "Pioneer Agreement" whereby water and sewer was extended
10 to Royal Harbor. As part of the Pioneer Agreement Royal Harbor would pay the higher
11 "out of City" water and sewer rate and would agree to annex in at such time as their
12 property became contiguous to the city; they also paid to extend the City's water and
13 sewer lines to their site.
14

15 The Water Authority asked for the same agreement as Royal Harbor; they paid to
16 extend water and sewer across the street to the Water Authority's Hickory Point
17 property and they agreed to pay the higher out of city water and sewer rates and to
18 annex in at such time as they became contiguous. Time passed and eventually Royal
19 Harbor became contiguous, annexed into the city, paid the lower water/sewer city rates,
20 paid city property taxes and the city took on the responsibilities and costs of city
21 services (Garbage, collections, Police protection, Fire protection, creating voting
22 precincts, etc). Once Royal Harbor annexed in, Hickory Point became contiguous.
23 Several years ago the city asked the Water Authority to execute the covenant to annex
24 into the city and the Water Authority declined. The issue lay dormant until this year
25 when the City Council requested that staff look into this issue again.
26

27 The Water Authority was advised and was provided an opportunity to discuss it at their
28 Board meeting, which they did [minutes attached to agenda packet for Council] and was
29 invited to meet with the City Council at this meeting. Mr. Drury noted their Executive
30 Director Mike Perry was present.
31

32 An analysis of the pros/cons of annexation is as follows:
33

- 34 A. If the Water Authority **does not** annex in then:
35 B. They pay the higher water and sewer rates (\$2,204.72 vs. \$1,763.78 for Base
36 Charges and \$3.53 per 1000 gallons vs. \$2.83 for sewer consumption charges
37 and \$1.28 to \$4.08 per 1000 gallons vs. \$1.03 to \$3.27 for water consumption
38 charges. Average consumption per year is 1,394 gallons for water & sewer at an
39 estimated cost of \$3,542.62 vs. \$2,842.67 for water & sewer charges.

1 C. The County provides Sheriff and Fire protection so no cost to city to respond to
2 police and fire related issues.

3
4 D. If the Water Authority **does** annex in then:

- 5
6 1. They pay a lower rate for water and sewer
7 2. The City provides municipal Police and Fire protection services and takes on
8 those additional costs. (Note: Where Royal Harbor pays city property taxes, the
9 Water Authority is exempt from paying city taxes- so they get city services for
10 free).

11
12 E. Other issues include things as: The city Fire Station is closer to the property then
13 the County Fire Station, City Police is patrolling the area in front of the property
14 as they regularly provide that service to Royal Harbor but they have no
15 jurisdiction within the Water Authority property, The Renaissance Fair is held
16 there and is touted as being in Tavares, Soccer Games are held there and are
17 touted as being in Tavares. There is property behind the property that is privately
18 owned on Lake Harris with a limited ingress/egress easement across the water
19 Authority's property that is currently an orange grove.

20
21 Mayor Wolfe asked Council if they had questions. He asked for comment from Mr.
22 Perry.

23
24 Mike Perry, Executive Director, Lake County Water Authority

25 Mr. Perry said he was available to answer questions He said the minutes from his Board
26 indicated there was not a lot of interest in annexing in and the Water Authority felt they
27 were operating satisfactorily in the current status. He said they felt the only advantage
28 to annexing was to have a lower water and sewer rate.

29
30 Mayor Wolfe asked for comment from the audience.

31
32 Norb Thomas, 1601 N. New Hampshire Avenue

33 Mr. Thomas said he felt that Hickory Point should comply with the agreement that they
34 made in 1991 when they received water and sewer which was to become annexed
35 when they were contiguous with the City of Tavares. He said that was the intent and the
36 rule. He said if he were injured there he would want a nearby fire station responding. He
37 said he noticed the police officers at the Renaissance Faire in uniform and felt this
38 would might be a liability since they were not within their jurisdiction. He said he also
39 noticed City of Tavares being paid to provide services and said perhaps the source of

**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 20, 2013**

AGENDA TAB NO. 7

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – February 20, 2013
- Code Enforcement Special Magistrate – February 26, 2013 – 5:00 p.m.
- Lake County League of Cities – February 8, 2013 – 11:30 a.m.
- Lake Sumter MPO – February 27, 2012 – 4 p.m. – MPO Board Room – 1616 South 14th Street, Leesburg, FL –
- Library Board – February 8, 2013 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – February 21, 2013 – 3 pm

OTHER EVENTS

2013

March 9 – Rubber Duck Races – Wooton Park

March 15-17- Classic Raceboat Regatta

March 19-24 – Sunnyland Boat Show

April 5-6 – Dragon Boat Festival

April 13 – March of Dimes Walk

April 20 – Seaplane Fly In

April 26-27 – Planes, Trains, & BBQ

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
February 6, 2013**

AGENDA TAB NO. 8

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting. Attached is any additional supporting information.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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