

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: APRIL 17, 2013**

AGENDA TAB NO: 11

SUBJECT TITLE: Lake County Tourist Development Funding for Events

OBJECTIVE:

To have City Council approve the following:

- a. The attached Agreement with Lake County Tourist Development to receive sponsorship for the Pro Hydro-X Tour on June 1-2, 2013, in the amount of \$2,500.
- b. The attached Agreement with Lake County Tourist Development to receive sponsorship for the Pro Hydro-X Tour on June 8-9, 2013, in the amount of \$2,500.
- c. The attached Agreement with Lake County Tourist Development to receive sponsorship for the City of Tavares 2013 Seaplane Fly-In! on April 20, 2013, in the amount of \$500.

SUMMARY:

The Lake County Tourist Development Committee has reviewed the Pro Hydro-X TDC Applications sent in by City staff and is offering to co-sponsor each event. The TDC is offering \$2,500 in support for the June 1-2 and the June 8-9 Pro Hydro-X Tour events. These funds, if accepted, will be used towards the host fee.

The Lake County Tourist Development Committee believes our fly-in event to be valuable to the area after reviewing the TDC Funding Application sent in by City staff. The TDC is offering \$500 in support of the City of Tavares: 2013 Seaplane Fly-In!. These funds, if accepted, will be used towards prizes and awards, promotional materials and general event expenses.

The sponsorship funds from Lake County TDC would go into the current FY 2013 CRA-TIF revenues.

Staff is requesting Council to approve the attached Agreement with Lake County TDC to receive sponsorship for the June 1-2 and June 8-9 Pro Hydro-X Tour events and the 2013 Seaplane Fly-In!.

OPTIONS:

1. To approve the attached Agreements to receive Lake County TDC Funds for the June 1-2 and June 8-9 Pro Hydro-X Tour events and the 2013 Seaplane Fly-In!

2. To not approve the attached Agreements to receive Lake County TDC Funds for the June 1-2 and June 8-9 Pro Hydro-X Tour events and the 2013 Seaplane Fly-In!

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Agreements to receive Lake County TDC Funds for the June 1-2 and June 8-9 Pro Hydro-X Tour events in the amount of \$2,500 each and the 2013 Seaplane Fly-In in the amount of \$500!

FISCAL IMPACT:

The total TDC Funds of \$5,500 will go towards our FY2013 CRA-TIF revenues.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached Agreements.

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

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

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

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

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

WHEREAS, the US HydroDrag Nationals is an event which is projected to bring approximately 576 participants, with a projected number of rooms nights of 125; and

WHEREAS, the County desires to fund the event in 2013.

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

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

2. Coordinator Obligations. Coordinator shall agree to conduct the event known as the US HydroDrag Nationals, Tavares, Florida, on June 1, 2013 and June 2, 2013, hereinafter "Event," as Coordinator describes such Event in **Exhibit A**, attached hereto and incorporated herein by reference as a material part of this Agreement. It is further agreed between the parties that Coordinator, in connection with the Event, shall:

- A. Stage the Event and be responsible for all expenses incurred in connection with the staging of the Event (with the exception of those listed below as the County's responsibility).
- B. Provide rules and regulations for the Event, and solicit and acquire all participants for the Event.
- C. Pay the expenses, or cause to be paid the expenses, of all personnel specifically engaged by Coordinator to work in connection with the Event.

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

3. County Obligations. The County shall pay to the Coordinator an amount not to exceed **\$2,500.00** in a lump sum draw, upon receipt of an invoice from the Coordinator. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. An invoice shall not be submitted nor payment made until the conclusion of the Event.

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

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

6. General Provisions.

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

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

COORDINATOR
Lauren Farrell
201 East Main Street
Tavares, FL 32778

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

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

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

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

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

{Remainder of this page left intentionally blank.}

Agreement between Lake County and the City of Tavares, Florida for funding of the US HydroDrag Nationals

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

ATTEST

City of Tavares, Florida

City Clerk

Print Name: _____
Title: _____

Approved as to form and legality:

This ___ day of _____, 2013.

City Attorney

COUNTY

David Heath, County Manager

This _____ day of _____, 2013.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

EXHIBIT A
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LAKE COUNTY
FLORIDA

LAKE COUNTY TOURIST DEVELOPMENT
SPONSORSHIP FUNDING APPLICATION

SPONSORSHIP AMOUNT REQUESTED: \$2,500

A. Background

1. *Name of Event/Project* US HydroDrag Nationals
2. *Location/Date/Time* Wooton Park/June 1-2, 2013/9am-5pm
3. *Submit a brief narrative of the event/project and describe in detail the purpose for which your organization is seeking tourist development tax funds:*
The SeaDoo Spring Nationals Tour was established in order to promote and stage the exciting, action-sport of personal watercraft racing. This IJSBA sanctioned watercross tour is the top racing circuit in Southeastern United States. The tour attracts an estimated 1,000 people for each event including spectators, participants, crews and families. Host fee for the event is \$5,000 per the attached contract.

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

B. Submitting Organization Information

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

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C. Event Details

1. Is this a first year event? No If not, how many years has this event taken place in Lake County? Six (6) years

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

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

- Regional: Print Radio Television
- National: Print Radio Television
- Online: Social Media Website
- Other: _____

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

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

Name: Mike Young Phone(s): (850) 376-5495

5. List additional sponsors/partners: Greenhulk.net, SeaDoo, Jettribe, HydroTurf

6. Will your event charge an entry fee, admission fee, parking fee, etc.? Yes If yes to any of these please list:

Admission Fee, Beginner Level - \$35

Admission Fee, Pro Level - \$100

7. Will you/can you provide a list of attendees and email addresses for Lake County use for marketing purposes? Yes

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

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

1) Hotel: _____ Contact: _____

2) Hotel: _____ Contact: _____

3) Hotel: _____ Contact: _____

4) Hotel: _____ Contact: _____

5) Hotel: _____ Contact: _____

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

	Total
Projected Room Nights	125
Bed Tax Exempt Room Nights (If applicable)	
Average Nightly Room Rate	\$89

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

Type of Attendee	Origin of Attendee			Avg. Length of Stay (Days)
	Out-of-State	In-State, Non-County	Local	
Spectators/Visitors	30	50	400	
Vendors			2	
Players/Participants/Coaches – Adult*	50-75			2
Players/Participants/Coaches – Youth*				
Media/Staff	15	2	2	1

*For sporting events only.

12. How much will the organizer be spending locally to produce the event? \$14-16k

D. Please Submit the Following Additional Event Information

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

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E. Signature

By signing below, I acknowledge that this application has been completed with information that is accurate to the best of my ability. I understand that this application and future grant applications could be reduced or denied based on the accuracy of the information provided. I also understand that it is my responsibility to ensure post event information is provided to the Office of Economic Development and Tourism within fourteen (14) days after the event has concluded and that a failure to do so could result in the withholding of some or all sponsorship funds.

Bill Neron
Signature

March 26, 2013
Date

Bill Neron, Economic Development Director
Name and Title of person authorized to sign the application
City of Tavares
Applicant's Organization

F. Funding Determination (to be filled out by TDC staff)

- Approved Sponsorship in the amount of \$ 2,500.00
 Request Disapproved

Comments:

By:

Scott Blankenship
Scott Blankenship

Date

AND/OR

Darren S. Gray, County Manager

Date

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1007 76th St. NW
Bradenton, FL 34209
(850) 376-5495

www.prohydroxtour.com

IV. Schedule of Events

Friday

10:00 - 6:00 PM Event Site Set Up
6:00 - 8:00 PM Registration and Check-In at host Hotel

Saturday

7:00 - 7:30 AM Late Registration and Check-In
7:30 - 8:00 AM Riders Meeting
8:00 - 9:00 AM Practice
9:00 - 12:00 PM Qualifying Heats
12:00 - 12:30 PM Freestyle
12:30 - 4:00 PM Final Heats
7:00 - 9:00 PM Racer Party

Sunday

7:00 - 8:00 AM Late Registration and Check-In
8:00 - 8:30 AM Riders Meeting
8:30 - 10:00 AM Practice
10:00 - 12:00 AM Qualifying Heats
12:00 - 12:30 PM Freestyle
12:30 - 4:00 PM Final Heats
4:30 PM Awards & Event Tear Down

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9417532882

THE UPS STORE

PAGE 04/06



SPECIAL EVENT
PERMIT APPLICATION

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

RECEIVED

MAR 18 2013

Date Received

Permit Number 13-307

BY:

Use this form for any event where the anticipated attendance exceeds 300 people per day.

Examples of Special Events include, but are not limited to: Parades, Festivals, Carnivals, Runs/Races/Walks, Art Shows, Concerts, Special Musical Presentations, Street Dances, Photography Shoots, Contests/Competition/Sporting Events and Fireworks Displays.

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

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

Organization: H2X Racing Promotions

Name/Nature of Event: Greenhulk.net US Hydrodrag Nationals

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

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

Webpage: Several RIVA RACING.COM, GREENHULK.NET, PROHYDROTOUR.CO

Location of event (Attach Site Plan): Wooten Park

Date:	Set-Up Time	Actual Event Times	Take Down Time
<u>5/31/13</u>	<u>9AM to 5pm</u>	_____ to _____	_____ to _____
<u>6/1/13</u>	<u>10AM to 5pm</u>	<u>11AM to 5pm</u>	_____ to _____
<u>6/2/13</u>	<u>10AM to 5pm</u>	<u>11AM to 5pm</u>	<u>5pm to 7pm</u>

Has this event been held in the past? Yes If so, when was the last event? JUNE 2013

Individual Contact for Activity/Event: Mike Young Email Address: mpyoungjr@aol.com

Cell Phone: 850-376-5495 Office Phone: _____

Address: 1007 76TH ST NW, Bradenton, FL 34209 Fax: N/A

Major Sponsor(s): City of Tavares, Lake County, Greenhulk.net

Promoter(s): Mike Young Cell Phone or Contact #: 850-376-5495
(If different from "Individual Contact")

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THE UPS STORE

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Items 1-3 marked yes require City Council approval.

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 2,000 or more? Actual anticipated number: <u>750</u> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? (If yes, provide location on site plan.) Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with City of Tavares Police Department, Department of Transportation and Emergency Services review and approval. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of entertainment and time(s) of performance(s). Indicate stage location(s) on site plan. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791: and NFPA 1123 and obtain any applicable Lake County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Banners, Signs, etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Alcoholic Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? (If yes, please check one or both.) A copy of the Florida Beverages Commission permit is required at the time of application and prior to event approval.
Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (407) 245-0785. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Public Safety: Will Police and Emergency Services Personnel be requested? (Based on responses to questions, certain Public Safety personnel may be required i.e., Police, First aid, Paramedics, emergency services, fire, etc.) Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety personnel staff necessary to assist with the event. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Tents/Canopies: Will tents or canopies be used? If yes, indicate on site plan the tent size, location and type of surface on which the tent(s) will be installed and intended use of each tent. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? If yes, indicate location of equipment on site plan. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? Indicate on site plan the location of vendors and cooking equipment to be used. (Appropriately rated fire extinguishers required.) The applicant is responsible for obtaining required food permits from the Florida Department of Business and Professional Regulation-Division of Hotel and Restaurant Management- 850-787-1395. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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THE UPS STORE

PAGE 00/00

13. Sanitary Facilities:

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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15. Insurance Requirement: (Events on City property or City co-sponsored). Please provide the City of Tavares with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured.

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

Indicate your needs by checking the appropriate box.

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

- Custodial (Restroom Cleaning) \$30/hr
- Bleachers \$600/day/each
- Fencing/Barricades \$30.00 per 8 linear feet/day
- Port-a-Let (Regular) \$85.00/day/each
- Port-a-Let (Handicap) \$150.00/day/each
- Wash Station \$75.00/day/each
- Other _____

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

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

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


Signature of Applicant

3/18/13
Date

Comments: 6TH year

City Administrator

Date

Comments: _____

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Lake County Tourism
Sponsorship Funding Assessment



Event	US HydroDrag Nationals
Date	June 1-2, 2013
Location	Wooten Park

TIM* Score	20
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TIM Score	Maximum Sponsorship Values
1-5	\$0
6-10	\$500
11-15	\$1,000
16-20	\$2,500
21-30	\$4,000
31-40	\$6,000
41-50	\$8,500
51-60	\$11,000
61-70	\$15,000
71-80	\$20,000
81-90	\$30,000
91-100	\$40,000

*Tourism Impact Model

Amt. Requested	\$2,500.00
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Amt. Awarded	\$2,500.00
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3/28/2013

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TIM Score Breakdown

Economic Impact		\$78,291
Low	High	Rating
\$25,000	\$50,000	1
\$50,001	\$100,000	2
\$100,001	\$150,000	3
\$150,001	\$200,000	4
\$200,001	\$250,000	5
\$250,001	\$500,000	6
\$500,001	\$750,000	7
\$750,001	\$1,000,000	8
\$1,000,001	\$2,000,000	9
\$2,000,001		10
Score		2

Fiscal Impact		\$1,128
Low	High	Rating
\$250	\$500	1
\$501	\$1,000	2
\$1,001	\$2,500	3
\$2,501	\$5,000	4
\$5,001	\$7,500	5
\$7,501	\$10,000	6
\$10,001	\$15,000	7
\$15,001	\$25,000	8
\$25,001	\$35,000	9
\$35,001		10
Score		3

Hotel Room Nights		125
Low	High	Rating
25	100	1
101	250	2
251	500	3
501	750	4
751	1,000	5
1,001	1,500	6
1,501	2,000	7
2,001	3,000	8
3,001	4,000	9
4,001		10
Score		2

Media Opportunities	Yes (1) No (0)	
Regional Print	0	
Regional Radio	0	
Regional TV	0	
National Print	1	
National Radio	0	
National TV (2 points)	0	
Social Media	1	
Website	1	
Alternative Marketing	0	
Score		3

Qualitative Factors	Yes (1) No (0)	
First Time Event (2 points)	0	
Low Season (2 points)	0	
Multiple Sites (2 points)	0	
Future Event Potential	0	
Rarely Used Event Site	0	
Event May Return Next Year	1	
Positive Outside Exposure	0	
Score		1

Final TIM Score		Weighted
Category	Weight	Score
Hotel Room Nights	50%	10.00
Economic Impact	25%	5.00
Fiscal Impact	15%	3.00
Qualitative Factors	5%	0.50
Media	5%	1.50
Total	100%	20.00

v.1.6

**AGREEMENT BETWEEN
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AND
LAKE COUNTY, FLORIDA
FOR TOURIST DEVELOPMENT SPONSORSHIP**

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

2. **Coordinator Obligations.** Coordinator shall agree to conduct the event known as the Pro Hydro-X Tour, Tavares, Florida, on June 8, 2013 and June 9, 2013, hereinafter "Event," as Coordinator describes such Event in **Exhibit A**, attached hereto and incorporated herein by reference as a material part of this Agreement. It is further agreed between the parties that Coordinator, in connection with the Event, shall:

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- B. Provide rules and regulations for the Event, and solicit and acquire all participants for the Event.
- C. Pay the expenses, or cause to be paid the expenses, of all personnel specifically engaged by Coordinator to work in connection with the Event.

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- F. Allow local media outlets to film, market, or advertise the Event upon request.
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- H. Recognize Lake County as an event sponsor with approved use of the County's logo and appropriate wording on all promotional materials, programming, registrations, and media. The County shall additionally be permitted to take promotional videos and photographs to be used for County purposes.
- I. If requested by the County, allocate a location with a table or tent to distribute County promotional materials.

3. County Obligations. The County shall pay to the Coordinator an amount not to exceed **\$2,500.00** in a lump sum draw, upon receipt of an invoice from the Coordinator. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. An invoice shall not be submitted nor payment made until the conclusion of the Event.

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

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

6. General Provisions.

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

<u>COUNTY</u>	<u>COORDINATOR</u>
County Manager	Lauren Farrell
315 West Main Street, Ste. 308	201 East Main Street
P.O. Box 7800	Tavares, FL 32778
Tavares, Florida 32778-7800	

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

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

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

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

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

{Remainder of this page left intentionally blank.}

Agreement between Lake County and the City of Tavares, Florida for funding of the Pro Hydro-X Tour

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

ATTEST

City of Tavares, Florida

City Clerk

Print Name: _____

Title: _____

Approved as to form and legality:

This ___ day of _____, 2013.

City Attorney

COUNTY

David Heath, County Manager

This _____ day of _____, 2013.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

EXHIBIT A
Page 1 of 10



LAKE COUNTY TOURIST DEVELOPMENT
SPONSORSHIP FUNDING APPLICATION

SPONSORSHIP AMOUNT REQUESTED: \$2,500

A. Background

1. Name of Event/Project Pro Hydro-X Tour LLC
2. Location/Date/Time Wooton Park/June 8-9, 2013/9am-5pm
3. Submit a brief narrative of the event/project and describe in detail the purpose for which your organization is seeking tourist development tax funds:
The SeaDoo Spring Nationals Tour was established in order to promote and stage the exciting, action-sport of personal watercraft racing. This IJSBA sanctioned watercross tour is the top racing circuit in Southeastern United States. The tour attracts an estimated 1,000 people for each event including spectators, participants, crews and families. Host fee for the event is \$5,000 per the attached contract.

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

B. Submitting Organization Information

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

EXHIBIT A
Page 2 of 10

C. Event Details

1. Is this a first year event? No If not, how many years has this event taken place in Lake County? Six (6) years

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

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

- Regional: Print Radio Television
- National: Print Radio Television
- Online: Social Media Website
- Other: _____

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

4. Who is managing the event, registration, hotel negotiations, host hotel, activities?
Name: Mike Young Phone(s): (850) 376-5495

5. List additional sponsors/partners: SeaDoo, Jettribe, HydroTurf

6. Will your event charge an entry fee, admission fee, parking fee, etc.? Yes If yes to any of these please list:

Admission Fee, Beginner Level - \$35

Admission Fee, Pro Level - \$100

7. Will you/can you provide a list of attendees and email addresses for Lake County use for marketing purposes? Yes

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

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

1) Hotel: _____ Contact: _____

2) Hotel: _____ Contact: _____

3) Hotel: _____ Contact: _____

4) Hotel: _____ Contact: _____

5) Hotel: _____ Contact: _____

EXHIBIT A
Page 3 of 10

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

	Total
Projected Room Nights	125
Bed Tax Exempt Room Nights (If applicable)	
Average Nightly Room Rate	\$89

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

Type of Attendee	Origin of Attendee			Avg. Length of Stay (Days)
	Out-of-State	In-State, Non-County	Local	
Spectators/Visitors	30	50	400	
Vendors			2	
Players/Participants/Coaches – Adult*	50-75			2
Players/Participants/Coaches – Youth*				
Media/Staff	15	2	2	1

*For sporting events only.

12. How much will the organizer be spending locally to produce the event? \$14-16k

D. Please Submit the Following Additional Event Information

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

EXHIBIT A
Page 4 of 10

E. Signature

By signing below, I acknowledge that this application has been completed with information that is accurate to the best of my ability. I understand that this application and future grant applications could be reduced or denied based on the accuracy of the information provided. I also understand that it is my responsibility to ensure post event information is provided to the Office of Economic Development and Tourism within fourteen (14) days after the event has concluded and that a failure to do so could result in the withholding of some or all sponsorship funds.

Bill Neron
Signature

March 26, 2013
Date

Bill Neron, Economic Development Director
Name and Title of person authorized to sign the application
City of Tavares
Applicant's Organization

F. Funding Determination (to be filled out by TDC staff)

- Approved Sponsorship in the amount of \$ 2500.00
 Request Disapproved

Comments:

By:

[Signature]
Scott Blankenship

Date

AND/OR

Darren S. Gray, County Manager

Date

EXHIBIT A
Page 5 of 10



1007 76th St. NW
Bradenton, FL 34209
(850) 376-5495

www.prohydroxtour.com

IV. Schedule of Events

Friday

10:00 - 6:00 PM	Event Site Set Up
6:00 - 8:00 PM	Registration and Check-In at host Hotel

Saturday

7:00 - 7:30 AM	Late Registration and Check-In
7:30 - 8:00 AM	Riders Meeting
8:00 - 9:00 AM	Practice
9:00 - 12:00 PM	Qualifying Heats
12:00 - 12:30 PM	Freestyle
12:30 - 4:00 PM	Final Heats
7:00 - 9:00 PM	Racer Party

Sunday

7:00 - 8:00 AM	Late Registration and Check-In
8:00 - 8:30 AM	Riders Meeting
8:30 - 10:00 AM	Practice
10:00 - 12:00 AM	Qualifying Heats
12:00 - 12:30 PM	Freestyle
12:30 - 4:00 PM	Final Heats
4:30 PM	Awards & Event Tear Down

EXHIBIT A
Page 6 of 10



SPECIAL EVENT
PERMIT APPLICATION

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

RECEIVED

Date Received MAR 18 2013

Permit Number 13-308

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

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

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

Organization: Pro Hydro-X Tour LLC

Name/Nature of Event: Closed Cours AWC racing

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

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

Webpage: prohydroxtour.com

Location of event (Attach Site Plan): Wooten Park

Date:	Set-Up Time	Actual Event Times	Take Down Time
<u>6/7/13</u>	<u>9am to 5pm</u>	_____ to _____	_____ to _____
<u>6/8/13</u>	_____ to _____	<u>10am to 5pm</u>	_____ to _____
<u>6/9/13</u>	_____ to _____	<u>10am to 5pm</u>	<u>5pm to 7pm</u>

Has this event been held in the past? Yes If so, when was the last event? JUNE 2013

Individual Contact for Activity/Event: Mike Young/Brent Venderly Email Address: mlyoungjr@co1.com

Cell Phone: (850) 376-5495 Office Phone: _____

Address: 1007 76th ST NW, Bradenton, FL 34209 Fax: _____

Major Sponsor(s): City of Tavares, Lake County Tribe

Promoter(s): Brent Venderly/Brad Clark/Mike Young Cell Phone or Contact #: 850-376-5495
(If different from "Individual Contact")

EXHIBIT A
Page 7 of 10

Items 1-3 marked yes require City Council approval.

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 2,000 or more? Actual anticipated number: <u>750</u> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? (If yes, provide location on site plan.) Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with City of Tavares Police Department, Department of Transportation and Emergency Services review and approval. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of entertainment and time(s) of performance(s). Indicate stage location(s) on site plan. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lake County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Banners, Signs, etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Alcoholic Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? (If yes, please check one or both.) A copy of the Florida Beverages Commission permit is required at the time of application and prior to event approval.
Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (407) 245-0785. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Public Safety: Will Police and Emergency Services Personnel be requested? (Based on responses to questions, certain Public Safety personnel may be required i.e., Police, First aid, Paramedics, emergency services, fire, etc.) Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety personnel staff necessary to assist with the event. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Tents/Canopies: Will tents or canopies be used? If yes, indicate on site plan the tent size, location and type of surface on which the tent(s) will be installed and intended use of each tent. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? If yes, indicate location of equipment on site plan. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? Indicate on site plan the location of vendors and cooking equipment to be used. (Appropriately rated fire extinguishers required.) The applicant is responsible for obtaining required food permits from the Florida Department of Business and Professional Regulation-Division of Hotel and Restaurant Management- 850-787-1395. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

EXHIBIT A
Page 8 of 10

- | | | |
|--|--------------------------|-------------------------------------|
| | Yes | No |
| 13. Sanitary Facilities:
Will temporary sanitary facilities be provided? If yes, indicate location on site plan. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Trash: Will additional refuse containers/dumpsters be provided? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Insurance Requirement: (Events on City property or City co-sponsored). Please provide the City of Tavares with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Request for Use of City Services, Staff or Equipment: Will you be requesting the use of any City services, assistance from any City staff, or use of any City owned equipment?
Please note that this request must be approved by the City Administrator and the applicant may incur a cost for the use of these. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Indicate your needs by checking the appropriate box.

- | | |
|--|--|
| <input type="checkbox"/> Trash Pickup <u>\$85/hr</u> | <input type="checkbox"/> Custodial (Restroom Cleaning) <u>\$30/hr</u> |
| <input type="checkbox"/> Trash Containers <u>\$10/day/each</u> | <input type="checkbox"/> Bleachers <u>\$600/day/each</u> |
| <input type="checkbox"/> Stage (4'x8') <u>\$95/day</u> | <input type="checkbox"/> Fencing/Barricades <u>\$30.00 per 8 linear feet/day</u> |
| <input type="checkbox"/> First Aid Station <u>\$30/hr</u> | <input type="checkbox"/> Port-a-Let (Regular) <u>\$85.00/day/each</u> |
| <input type="checkbox"/> Police/Security <u>\$30/hr (6 hour minimum)</u> | <input type="checkbox"/> Port-a-Let (Handicap) <u>\$150.00/day/each</u> |
| <input type="checkbox"/> Generator <u>\$50/day</u> | <input type="checkbox"/> Wash Station <u>\$75.00/day/each</u> |
| <input type="checkbox"/> Light Tower <u>\$100/day</u> | <input type="checkbox"/> Other _____ |

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

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

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



Signature of Applicant

3/19/13

Date

Comments: _____

City Administrator

Date

Comments: _____

EXHIBIT A
Page 9 of 10



Lake County Tourism
Sponsorship Funding Assessment



Event	Pro Hydro-X Tour
Date	June 8-9, 2013
Location	Wooten Park

TIM* Score	20
-------------------	----

TIM Score	Maximum Sponsorship Values
1-5	\$0
6-10	\$500
11-15	\$1,000
16-20	\$2,500
21-30	\$4,000
31-40	\$6,000
41-50	\$8,500
51-60	\$11,000
61-70	\$15,000
71-80	\$20,000
81-90	\$30,000
91-100	\$40,000

*Tourism Impact Model

Amt. Requested	\$2,500.00
-----------------------	------------

Amt. Awarded	\$2,500.00
---------------------	------------



3/28/2013

EXHIBIT A
Page 10 of 10

TIM Score Breakdown

Economic Impact		\$78,291
Low	High	Rating
\$25,000	\$50,000	1
\$50,001	\$100,000	2
\$100,001	\$150,000	3
\$150,001	\$200,000	4
\$200,001	\$250,000	5
\$250,001	\$500,000	6
\$500,001	\$750,000	7
\$750,001	\$1,000,000	8
\$1,000,001	\$2,000,000	9
\$2,000,001		10
Score		2

Fiscal Impact		\$1,128
Low	High	Rating
\$250	\$500	1
\$501	\$1,000	2
\$1,001	\$2,500	3
\$2,501	\$5,000	4
\$5,001	\$7,500	5
\$7,501	\$10,000	6
\$10,001	\$15,000	7
\$15,001	\$25,000	8
\$25,001	\$35,000	9
\$35,001		10
Score		3

Hotel Room Nights		125
Low	High	Rating
25	100	1
101	250	2
251	500	3
501	750	4
751	1,000	5
1,001	1,500	6
1,501	2,000	7
2,001	3,000	8
3,001	4,000	9
4,001		10
Score		2

Media Opportunities	Yes (1) No (0)	
Regional Print	0	
Regional Radio	0	
Regional TV	0	
National Print	0	
National Radio	1	
National TV (2 points)	0	
Social Media	1	
Website	1	
Alternative Marketing	0	
Score		3

Qualitative Factors	Yes (1) No (0)	
First Time Event (2 points)	0	
Low Season (2 points)	0	
Multiple Sites (2 points)	0	
Future Event Potential	0	
Rarely Used Event Site	0	
Event May Return Next Year	1	
Positive Outside Exposure	0	
Score		1

Final TIM Score		Weighted Score
Category	Weight	Score
Hotel Room Nights	50%	10.00
Economic Impact	25%	5.00
Fiscal Impact	15%	3.00
Qualitative Factors	5%	0.50
Media	5%	1.50
Total	100%	20.00

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

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

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

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

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

WHEREAS, the Tavares Seaplane Fly-In is an event which is projected to bring approximately 357 participants, with a projected number of rooms nights of 20; and

WHEREAS, the County desires to fund the event in 2013.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Coordinator Obligations.** Coordinator shall agree to conduct the event known as the Tavares Seaplane Fly-In, Tavares, Florida, on April 20, 2013, hereinafter "Event," as Coordinator describes such Event in **Exhibit A**, attached hereto and incorporated herein by reference as a material part of this Agreement. It is further agreed between the parties that Coordinator, in connection with the Event, shall:
 - A. Stage the Event and be responsible for all expenses incurred in connection with the staging of the Event (with the exception of those listed below as the County's responsibility).
 - B. Provide rules and regulations for the Event, and solicit and acquire all participants for the Event.
 - C. Pay the expenses, or cause to be paid the expenses, of all personnel specifically engaged by Coordinator to work in connection with the Event.

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

3. County Obligations. The County shall pay to the Coordinator an amount not to exceed **\$500.00** in a lump sum draw, upon receipt of an invoice from the Coordinator. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. An invoice shall not be submitted nor payment made until the conclusion of the Event.

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

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

6. General Provisions.

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

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

COORDINATOR
Lauren Farrell
201 East Main Street
Tavares, FL 32778

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

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

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

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

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

{Remainder of this page left intentionally blank.}

Agreement between Lake County and the City of Tavares, Florida for funding of the Tavares Seaplane Fly-In

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

ATTEST

City of Tavares, Florida

City Clerk

Print Name: _____
Title: _____

Approved as to form and legality:

This ___ day of _____, 2013.

City Attorney

COUNTY

David Heath, County Manager

This ___ day of _____, 2013.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

EXHIBIT A
Page 1 of 8



LAKE COUNTY TOURIST DEVELOPMENT
SPONSORSHIP FUNDING APPLICATION

SPONSORSHIP AMOUNT REQUESTED: \$1,000

A. Background

1. Name of Event/Project City of Tavares Seaplane Fly-In

2. Location/Date/Time Wooton Park/April 20, 2013/9am-3pm

3. Submit a brief narrative of the event/project and describe in detail the purpose for which your organization is seeking tourist development tax funds:

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

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

B. Submitting Organization Information

1. Name of Submitting Organization City of Tavares

2. Purpose and Mission of Submitting Organization TAVARES -- the Capital waterfront City of Lake County; building on a historic foundation; creating an authentic, accessible community of neighborhoods, businesses, and citizen services; distinguishing itself as the defining vision of where you want to be.

3. How long has the organization been operating in Lake County? Since 1880

4. Tax Status of Submitting Organization Municipal Government

5. FEID Number 59-6000438 (Please submit your W-9 with Application)

6. Contact Person and Title Lauren Farrell, Economic Development/Grants Coordinator

Address: 201 East Main Street, Tavares, FL 32778

Phone(s): (352) 742-6176 (352) 516-4162 Fax: (352) 742-6351

Email: lfarrell@tavares.org Website: www.tavares.org

EXHIBIT A
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C. Event Details

1. Is this a first year event? No If not, how many years has this event taken place in Lake County? This will be the second Spring time Seaplane Fly-In.

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

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

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

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

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

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

5. List additional sponsors/partners: _____

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

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

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

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

1) Hotel: Lakeview Inn Contact: DJ Varron

2) Hotel: _____ Contact: _____

3) Hotel: _____ Contact: _____

4) Hotel: _____ Contact: _____

5) Hotel: _____ Contact: _____

EXHIBIT A
Page 3 of 8

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

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

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

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

*For sporting events only.

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

D. Please Submit the Following Additional Event Information

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

EXHIBIT A
Page 4 of 8

E. Signature

By signing below, I acknowledge that this application has been completed with information that is accurate to the best of my ability. I understand that this application and future grant applications could be reduced or denied based on the accuracy of the information provided. I also understand that it is my responsibility to ensure post event information is provided to the Office of Economic Development and Tourism within fourteen (14) days after the event has concluded and that a failure to do so could result in the withholding of some or all sponsorship funds.

Bill Neron
Signature

March 26, 2013
Date

Bill Neron, Economic Development Director
Name and Title of person authorized to sign the application

City of Tavares
Applicant's Organization

F. Funding Determination (to be filled out by TDC staff)

Approved Sponsorship in the amount of \$ 500.00

Request Disapproved

Comments:

By:

AS
Scott Blankenship

Date

AND/OR

Darren S. Gray, County Manager

Date



SATURDAY APRIL 20, 2013

TAVARES, FLORIDA

"America's Seaplane City" invites YOU to join us Saturday, April 20th starting at 9am at beautiful Wooton Park. Seaplane pilots that fly-in will receive a \$10 dining voucher to our downtown restaurants. Join in on the 2013 Seaplane Fly-In Competition featuring: Shortest Take Off (grouped according to horsepower), Bomb Drop Contest and Spot Landing Contest! *Awards and prizes!* **REGISTER TODAY!**

- 9:00am** **Seaplanes start arriving**
First 20 pilots to arrive receive a limited edition 2013 Tavares Seaplane Fly-In Shirt!
- 9-10:45am** **Registration at the Prop Shop**
Pick up your \$10 Downtown Dining Voucher & confirm contest participation
Free ice cold bottled Tavares water, fresh coffee and clean restrooms available at the Prop Shop.
- 10:45am** **Pilot briefing at The Prop Shop***
**PILOTS THAT WISH TO COMPETE MUST ATTEND THIS MEETING*
- 11am** **Bomb Drop & Spot Landing Contest**
- 12pm** **Shortest Take Off Contest followed by Awards**
- 12:15pm** **Seaplane Pilots Hang Out**
Enjoy lunch at one of our amazing downtown restaurants with your voucher!
Explore beautiful Wooton Park & Downtown Tavares
See the Downtown Tavares page for more information on things to do

QUESTIONS? CONTACT THE EVENT COORDINATOR:

LAUREN FARRELL
(352) 742-6176
LFARRELL@TAVARES.ORG

EXHIBIT A
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2013 SEAPLANE FLY-IN

BUDGET SUMMARY (ESTIMATE NUMBERS)

ESTIMATE EXPENSES	
Air Boss	\$1,500
Meal Vouchers	\$568
Tavares Prize Bags	\$150
Award Plaques	\$145
T Shirts	\$525
Grapefruit	\$50
Prizes	\$507
Raffle	\$308
Total Expenses	\$3,753

ESTIMATE REVENUE	
TDC Funds	\$1,000

ESTIMATED EXPENSE DETAILS

MEAL VOUCHERS	
Vouchers Used	50
Voucher Amt:	\$10
Voucher Cost	\$500
Printing Cost	\$68
Total Cost	\$568

PRIZES	
Room Nights @ Lakeview	\$300.00
Train Tickets	\$50.00
10 gal AV Gas	\$52.20
10 gal AV Gas	\$52.20
10 gal AV Gas	\$52.20
Total Expenses	\$507

RAFFLE	
Jones Brothers Flight for 2	\$103
Jones Brothers Flight for 2	\$103
Jones Brothers Flight for 2	\$103
Total Expenses	\$308

EXHIBIT A
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Lake County Tourism
Sponsorship Funding Assessment



Event	City of Tavares Seaplane Fly-In
Date	April 20, 2013
Location	Wooten Park

TIM* Score	8
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TIM Score	Maximum Sponsorship Values
1-5	\$0
6-10	\$500
11-15	\$1,000
16-20	\$2,500
21-30	\$4,000
31-40	\$6,000
41-50	\$8,500
51-60	\$11,000
61-70	\$15,000
71-80	\$20,000
81-90	\$30,000
91-100	\$40,000

*Tourism Impact Model

Amt. Requested	\$1,000.00
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Amt. Awarded	\$500.00
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3/28/2013

EXHIBIT A
Page 8 of 8

TIM Score Breakdown

Economic Impact		\$33,362
Low	High	Rating
\$25,000	\$50,000	1
\$50,001	\$100,000	2
\$100,001	\$150,000	3
\$150,001	\$200,000	4
\$200,001	\$250,000	5
\$250,001	\$500,000	6
\$500,001	\$750,000	7
\$750,001	\$1,000,000	8
\$1,000,001	\$2,000,000	9
\$2,000,001		10
Score		1

Fiscal Impact		\$436
Low	High	Rating
\$250	\$500	1
\$501	\$1,000	2
\$1,001	\$2,500	3
\$2,501	\$5,000	4
\$5,001	\$7,500	5
\$7,501	\$10,000	6
\$10,001	\$15,000	7
\$15,001	\$25,000	8
\$25,001	\$35,000	9
\$35,001		10
Score		1

Hotel Room Nights		20
Low	High	Rating
25	100	1
101	250	2
251	500	3
501	750	4
751	1,000	5
1,001	1,500	6
1,501	2,000	7
2,001	3,000	8
3,001	4,000	9
4,001		10
Score		0

Media Opportunities	Yes (1) No (0)
Regional Print	1
Regional Radio	0
Regional TV	0
National Print	1
National Radio	0
National TV (2 points)	0
Social Media	1
Website	1
Alternative Marketing	1
Total	5

Qualitative Factors	Yes (1) No (0)
First Time Event (2 points)	0
Low Season (2 points)	0
Multiple Sites (2 points)	0
Future Event Potential	1
Rarely Used Event Site	0
Event May Return Next Year	1
Positive Outside Exposure	0
Total	2

Final TIM Score		Weighted Score
Category	Weight	
Hotel Room Nights	50%	0.00
Economic Impact	25%	2.50
Fiscal Impact	15%	1.50
Qualitative Factors	5%	1.00
Media	5%	2.50
Total	100%	7.50

v.1.6

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 17, 2013**

AGENDA TAB NO. 12

SUBJECT TITLE: Award of Bid for Ruby Street Sidewalk Project & Associated budget amendment

OBJECTIVE:

Staff seeks Council's approval to appropriate \$14,944.41 from remaining funds in the Road Construction Fund to complete the Ruby Street Sidewalk Project and to include street lighting in addition to the sidewalk for pedestrian and traffic safety.

SUMMARY:

In FY 2012-2013 the City approved \$25,000 (541.64-25 Future Projects), for the construction of a 6' sidewalk, on the north side of Ruby Street, connecting Rockingham Avenue with the Lake Region Alley. It was noted by Council, pedestrian traffic is forced to walk in the street to visit our expanding downtown entertainment area businesses in this area. This safety concern is compounded during the evening hours because of inadequate street lighting.

Griffey Engineering was hired to design and oversee the sidewalk project. He also furnished the City with an estimated construction price of \$30,000. Following the Request for Proposal process, 5 bids were received on April 4th, ranging from \$25,114 to \$33,12 with SVE General Contractor being the lowest at \$25,114.00.

- | | |
|---|-------------|
| 1) Native Environmental & Construction Services, LLC
776 E. Osceola Road
Geneva, FL 32732 | \$31,822.50 |
| 2) L&SF Engineering Consultants Corporation
P.O. Box 2083
Palm Harbor, FL 34682 | \$26,345.00 |
| 3) SV3 General Contractor, Inc.
96130 S. Pleasant Grove Road
Inverness, FL 34452 | \$25,114.00 |
| 4) Astor Construction Services, Inc.
55637 Lee Street
Astor, FL 32102-2834 | \$29,396.00 |
| 5) Central Concrete Products, Inc. | \$33,122.00 |

2271 State Road 60 East, Bartow Florida
Engineering costs for this project amounted to \$5,000 leaving a balance of \$20,000 for construction. This translates to a shortfall of \$5,114 if we award the contract to the lowest bidder.

The street lighting is not included in the price of the sidewalk construction. Progress Energy (Duke Energy) provided a separate design and quote to install 6 decorative LED lighting fixtures on decorative poles for \$9,440.41 plus a deposit of \$390 for a total of \$9,830.41.

The proposed construction will comply with all ADA requirements and supply sufficient lighting for pedestrian traffic.

OPTIONS:

- 1) Approve a budget amendment to appropriate \$14,944.41 from remaining proceeds in the Road Construction Fund in the amount of \$14,944.41 which will allow for the construction of an ADA compliant sidewalk with associated decorative lighting for pedestrian and traffic safety on Ruby Street and to award the sidewalk contract to the low bidder - SV3 General Contractor, Inc., in the amount of \$25,114 and to approve the work order from Progress Energy, in the amount of \$9,830.41.
- 2) Not approve the proposed budget amendment for these improvements to Ruby Street.

STAFF RECOMMENDATION:

- 1) **Move to Approve** a budget amendment to appropriate \$14,944.41 from remaining proceeds in the Road Construction Fund in the amount of \$14,944.41 which will allow for the construction of an ADA compliant sidewalk with associated decorative lighting for pedestrian and traffic safety on Ruby Street and to award the sidewalk contract to the low bidder - SV3 General Contractor, Inc., in the amount of \$25,114 and to approve the work order from Progress Energy, in the amount of \$9,830.41.

FISCAL IMPACT:

\$20,000 is budgeted and available in the General Fund, account number: 001-4101-541-64-25.

Appropriate \$14,944.41 from unappropriated fund balance in the Road Construction fund.

Due to project savings the Road Construction Fund has \$67,817 available (un-appropriated).

Legal Sufficiency: Legally sufficient



ADVERTISEMENT/INVITATION TO BID: Ruby Street Sidewalk Project

BID NO. 2013-0011

Sealed bids (including 3 copies and one digital) are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main St., Tavares Fl. 32778 so as to be received not later than **2:00 PM on April 4th 2013** Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 PM for the performance of the following work:

Install New Sidewalks on Ruby Street in the City of Tavares per Project Specifications.

Bidders with access to DemandStar.com can obtain the front end documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E Main St., Tavares, Florida 32778 phone: (352) 742-6131; fax (352) 742-6351.

Bidders are required to submit proposals for the above on the Bid Forms provided. No proposals may be withdrawn after the scheduled closing time for the receipt of proposals for a period of thirty (30) days. Please provide 3 copies and one digital copy.

The City of Tavares reserves the right to waive informalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be in the best interest of the City.

John Rumble CPPB, FCPM
Purchasing Manager



**CITY OF TAVARES
MINUTES OF BID OPENING
April 4, 2013
Request for Proposals
Ruby Street Sidewalk Project
Bid No. 2013-0011**

TAVARES CITY HALL

PRESENT

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

Mr. Rumble noted today's date as Thursday, April 4, 2013. This is the opening of submission packages received in response to RFP 2013-0011, Ruby Street Sidewalk Project. There were five proposals received; Mr. Rumble read the Total Amount of Bid:

- | | |
|---|-------------|
| 1) Native Environmental & Construction Services, LLC
776 E. Osceola Road
Geneva, FL 32732 | \$31,822.50 |
| 2) L&SF Engineering Consultants Corporation
P.O. Box 2083
Palm Harbor, FL 34682 | \$26,345.00 |
| 3) SV3 General Contractor, Inc.
96130 S. Pleasant Grove Road
Inverness, FL 34452 | \$25,114.00 |
| 4) Astor Construction Services, Inc.
55637 Lee Street
Astor, FL 32102-2834 | \$29,396.00 |
| 5) Central Concrete Products, Inc.
2271 State Road 60 East
Bartow, FL 33830 | \$33,122.00 |

Mr. Rumble noted the packages would be forwarded to Engineer of Record for review and evaluation. The bid opening concluded at approximately 2105 p.m.

Respectfully submitted,

Kay Mayes
Admin Assistant, Finance

Orlando Sentinel

Published Daily

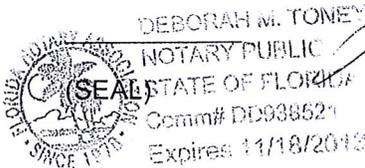
State of Florida } S.S.
COUNTY OF ORANGE }

Before the undersigned authority personally appeared Tamela Vargas, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at Tavares in Lake County, Florida; that the attached copy of advertisement, being a Advertisement for Bid in the matter of Bid No. 2013-0011 in Lake County was published in said newspaper in the issue; of 03/17/13

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

Tamela Vargas

The foregoing instrument was acknowledge before me this 18 day of March, 2013, by Tamela Vargas, who is personally known to me and who did take an oath.



Order# 1229280

ADVERTISEMENT/INVITATION TO BID: RUBY STREET SIDEWALK PROJECT

BID NO. 2013-0011

Sealed bids (including 3 copies and one digital) are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main St., Tavares, FL 32778 so as to be received not later than 2:00 PM on April 4, 2013. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 PM for the performance of the following work:

Install New Sidewalks on Ruby Street in the City of Tavares per Project Specifications.

Bidders with access to DemandStar.com can obtain the front end documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E Main St., Tavares, Florida 32778 phone: (352) 742-6131; fax: (352) 742-6351.

Bidders are required to submit proposals for the above on the Bid Forms provided. No proposals may be withdrawn after the scheduled closing time for the receipt of proposals for a period of thirty (30) days. Please provide 3 copies and one digital copy.

The City of Tavares reserves the right to waive informalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be in the best interest of the City.

John Rumble CPPB, FCPM
Purchasing Manager

LAK1229280

3/17/2013



Lighting Proposal

PE Contact: SHAWN CARROLL
 Address: 275 W PONKAN RD APOPKA FL
 Phone: 407-221-8865

WR 472904

March 26, 2013

Project Details	
Customer:	CITY OF TAVARES
Account:	PREM#102753343
Site:	RUBY STREET
Contact:	CHRIS THOMPSON
Phone:	352-516-3367

Scope of Request
INSTALLING 6 LED LIGHTS AND 6 DECORATIVE POLES FOR RUBY STREET SIDEWALK IMPROVEMENT. LIGHTS TO BE SET BETWEEN ROADWAY AND SIDEWALK.

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
6	80W LED Biscayne	\$19.58	\$2.16	\$1.73	\$23.47	\$140.82
6	16' COLONIAL SINGLE PLBC16BS	\$8.99	\$0.00	\$0.00	\$8.99	\$53.94
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$171.42	\$12.96	\$10.38		
		Project Summary Totals		Estimated Monthly Rental		\$194.76
				† Deposit		\$390.00
				◇ CIAC		TBD

Estimates valid for 30 days and subject to change.

Estimated Monthly Rental excludes applicable taxes, franchise fees and any customer charges.

- † **Deposit** - The deposit amount equals approximately two months of the monthly rental and will be billed to you separately.
- ◇ **CIAC** - The invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Please return these signed documents to the mailing address above or email the scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.
 Progress Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.
 If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____ Date _____
 (Please sign and date to approve this proposal and return to the mailing address above)

2013 STREETLIGHT ESTIMATED MONTHLY COST

2013 FUEL & ENERGY CHARGE = 0.0618

QTY	BILLING TYPE	WATTAGE & DESCRIPTION	LUMENS	CONSTRUCTION UNIT	kWh	RENTAL	MAINT	F & E	UNIT TOTAL	TOTALS
307		150W SANIBEL MH BLK Pulse Start	11,600	L12KPM15SANBL1F	65	\$ 18.39	\$ 2.92	\$ 4.02	\$ 25.33	\$0.00
308		150W, MH CLERMONT, BLK Pulse Start	11,600	L12KPM15TCBL1F	65	\$ 21.73	\$ 2.92	\$ 4.02	\$ 28.67	\$0.00
309		320W SHOEBOX MH FW BRZ Pulse Start	30,000	L30KPM32SBBR1F L30KPM32SFBR1F	126	\$ 14.26	\$ 2.99	\$ 7.79	\$ 25.04	\$0.00
310		50W RDWY	4,000	L40SV05RW1F	21	\$ 3.12	\$ 2.04	\$ 1.30	\$ 6.46	\$0.00
311		320W GALLERIA MH BRZ Pulse Start	30,000	L40KPM32CUBR1F	126	\$ 17.44	\$ 2.84	\$ 7.79	\$ 28.07	\$0.00
312		320W FLOODLIGHT MH BRZ Pulse Start	30,000	L30KPM32FLBR1F	126	\$ 11.51	\$ 2.99	\$ 7.79	\$ 22.29	\$0.00
313		70W HOMETOWN	6,500	L65SV07OB1F	29	\$ 4.19	\$ 2.05	\$ 1.79	\$ 8.03	\$0.00
314		100W OPEN BOTTOM GRAY	9,500	L95SV10HT1F	42	\$ 4.08	\$ 1.72	\$ 2.60	\$ 8.40	\$0.00
315		50W POST TOP	4,000	L40SV05PT1F	21	\$ 5.04	\$ 2.04	\$ 1.30	\$ 8.38	\$0.00
319		150W BISCAYNE BLK Pulse Start	11,600	L12KPM15BCBL1F	65	\$ 16.63	\$ 2.92	\$ 4.02	\$ 23.57	\$0.00
320		100W RDWY GRAY	9,500	L95SV10RWC1F	42	\$ 3.64	\$ 1.72	\$ 2.60	\$ 7.96	\$0.00
320		100W CUT-OFF GRAY	9,500	L95SV10RWC1F	42	\$ 3.64	\$ 1.72	\$ 2.60	\$ 7.96	\$0.00
321		100W MONTICELLO BLK	9,500	L95SV10MONT1F	49	\$ 12.17	\$ 1.72	\$ 3.03	\$ 16.92	\$0.00
322		100W FLAGLER BLK	9,500	L95SVFG1F	49	\$ 16.48	\$ 1.72	\$ 3.03	\$ 21.23	\$0.00
323		100W TURTLE OH RDWY GRAY	9,500	L95SV10TUR1F	42	\$ 4.32	\$ 1.72	\$ 2.60	\$ 8.64	\$0.00
325		150W RDWY GRAY	16,000	L16KSV15RWC1F	65	\$ 3.78	\$ 1.75	\$ 4.02	\$ 9.55	\$0.00
325		150W CUT-OFF GRAY	16,000	L16KSV15RWC1F	65	\$ 3.78	\$ 1.75	\$ 4.02	\$ 9.55	\$0.00
326		100W SANIBEL BLK	9,500	L95SVDEC1F	49	\$ 18.16	\$ 1.72	\$ 3.03	\$ 22.91	\$0.00
327		175W SANIBEL MH BLK	12,000	L14KMH17SAN1F	74	\$ 18.39	\$ 2.72	\$ 4.57	\$ 25.68	\$0.00
330		200W RDWY GRAY	22,000	L22KSV20RWC1F	87	\$ 3.64	\$ 1.83	\$ 5.38	\$ 10.85	\$0.00
335		250W RDWY GRAY	27,500	L28KSV25RWC1F	104	\$ 4.16	\$ 1.72	\$ 6.43	\$ 12.31	\$0.00
335		250W CUT-OFF GRAY	27,500	L28KSV25RWC1F	104	\$ 4.16	\$ 1.72	\$ 6.43	\$ 12.31	\$0.00
338		250W DECOR RDWY BLK W/BRK	27,500	L28KSV25DRBLMNF	104	\$ 9.62	\$ 1.72	\$ 6.43	\$ 17.77	\$0.00
340		400W RDWY GRAY	50,000	L50KSV40RW1F	169	\$ 5.03	\$ 1.76	\$ 10.44	\$ 17.23	\$0.00
343		ROADWAY TURNPIKE	27,500	L28KSV25TPMF	108	\$ 9.12	\$ 1.72	\$ 6.67	\$ 17.51	\$0.00
345		250W FLOOD BRZ	27,500	L28KSV25FL1F	103	\$ 5.21	\$ 1.72	\$ 6.37	\$ 13.30	\$0.00
347		100W, HPS CLERMONT, BLK	9,500	L95SV10TCH1NF	49	\$ 20.65	\$ 1.72	\$ 3.03	\$ 25.40	\$0.00
348		250W, HPS CLERMONT, BLK	27,500	L28KSV25TCH1F	104	\$ 22.65	\$ 1.72	\$ 6.43	\$ 30.80	\$0.00
349		175W, MH CLERMONT, BLK	12,000	L12KMH17TCH1NF	74	\$ 21.73	\$ 2.72	\$ 4.57	\$ 29.02	\$0.00
350		400W FLOOD BRZ	50,000	L50KSV40FL1F	170	\$ 5.19	\$ 1.76	\$ 10.51	\$ 17.46	\$0.00
351		100W RDY GRAY-UNDERGROUND	9,500	L95SV10UR1F	42	\$ 6.22	\$ 1.72	\$ 2.60	\$ 10.54	\$0.00
352		150W RDY GRAY-UNDERGROUND	16,000	L16KSV15UR1F	65	\$ 7.58	\$ 1.75	\$ 4.02	\$ 13.35	\$0.00
354		250W RDY GRAY-UNDERGROUND	27,500	L28KSV25UR1F	108	\$ 8.10	\$ 1.72	\$ 6.67	\$ 16.49	\$0.00
356		400W RDY GRAY-UNDERGROUND	50,000	L50KSV40UR1F	168	\$ 8.69	\$ 1.76	\$ 10.38	\$ 20.83	\$0.00
357		250W FLOOD-UNDERGROUND	27,500	L28KSV25UF1F	108	\$ 9.36	\$ 1.72	\$ 6.67	\$ 17.75	\$0.00
358		400W FLOOD-UNDERGROUND	50,000	L50KSV40UF1F	168	\$ 9.49	\$ 1.76	\$ 10.38	\$ 21.63	\$0.00
359		100W TRTL RDWY FLAT AMBER LENS UG	9,500	L95SV10TUR1F	42	\$ 6.09	\$ 1.72	\$ 2.60	\$ 10.41	\$0.00
360		100W SHOEBOX	9,500	L95SV10SB2F	47	\$ 12.53	\$ 1.72	\$ 2.90	\$ 17.15	\$0.00
361		100W LED Roadway	6,000	L06LED10RWGEMF	33	\$ 16.93	\$ 2.43	\$ 2.04	\$ 21.40	\$0.00
362		150W LED Roadway	9,600	L10LED16RWGEMF	55	\$ 20.07	\$ 2.43	\$ 3.40	\$ 25.90	\$0.00
363		300W LED Shoebox	20,600	L21KLED32SBCPMF	108	\$ 41.08	\$ 2.84	\$ 6.67	\$ 50.59	\$0.00
364		200W LED Shoebox FWT	14,400	L13KLED21SFCCPMF	72	\$ 32.59	\$ 2.84	\$ 4.45	\$ 39.88	\$0.00
365		250W SHOEBOX BRZ	27,500	L28KSV25SB2F	108	\$ 11.89	\$ 1.72	\$ 6.67	\$ 20.28	\$0.00
366		400W SHOEBOX BRZ	50,000	L50KSV40SBMF	168	\$ 12.00	\$ 1.76	\$ 10.38	\$ 24.14	\$0.00
367		200W LED Shoebox	14,400	L14KLED21CCPMF	72	\$ 31.65	\$ 2.84	\$ 4.45	\$ 38.94	\$0.00
368		70W LED SANIBEL BLK	5,500	L55LED07SANBLMF	25	\$ 23.22	\$ 2.16	\$ 1.55	\$ 26.93	\$0.00
370		250W HATBOX BRZ	27,500	L28KSV25HBMF	108	\$ 15.41	\$ 1.72	\$ 6.67	\$ 23.80	\$0.00
371		400W SHOEBOX MH BRZ, MH FW BRZ	38,000	L38KMH40SB1F, SF1F	159	\$ 14.26	\$ 2.84	\$ 9.83	\$ 26.93	\$0.00
372		400W HATBOX MH BRZ	38,000	L38KMH40HB1F	159	\$ 16.73	\$ 2.84	\$ 9.83	\$ 29.40	\$0.00
373		1000W DECO RECT SHOEBOX	110,000	L110KMHKSF1F	378	\$ 15.30	\$ 2.96	\$ 23.36	\$ 41.62	\$0.00
375		400W HATBOX BRZ	50,000	L50KSV40HBMF	168	\$ 15.42	\$ 1.76	\$ 10.38	\$ 27.56	\$0.00
380		100W OCALA BLK	9,500	L95SV10OC1F	49	\$ 8.78	\$ 1.72	\$ 3.03	\$ 13.53	\$0.00
383		100W BISCAYNE BLK	9,500	L95SV10BC1F	49	\$ 14.17	\$ 1.72	\$ 3.03	\$ 18.92	\$0.00
385		100W SEBRING BLK	9,500	L95SV10SB1F	49	\$ 6.75	\$ 1.72	\$ 3.03	\$ 11.50	\$0.00
386		1000W MH FLOOD	110,000	L110KMHKFLMF	378	\$ 13.17	\$ 2.96	\$ 23.36	\$ 39.49	\$0.00
390		400W GALLERIA MH BRZ	38,000	L38KMH40CFGMF	159	\$ 17.44	\$ 2.84	\$ 9.83	\$ 30.11	\$0.00
396		400W CAPTIVA Dual	24,000	L24KMH30STP1F	148	\$ 33.73	\$ 5.43	\$ 9.15	\$ 48.31	\$0.00
397		175W BISCAYNE BLK	12,000	L12KMH17BC1F	74	\$ 14.98	\$ 2.72	\$ 4.57	\$ 22.27	\$0.00
398		1000W MH DECO CUBE GALLERIA	110,000	L110KMHKCFG1F	378	\$ 20.34	\$ 2.96	\$ 23.36	\$ 46.66	\$0.00
399		400W FLOODLIGHT MH BRZ	38,000	L38KMH40FLMF	159	\$ 11.51	\$ 2.84	\$ 9.83	\$ 24.18	\$0.00

Lighting Specialist Applications Only

Underground Rates

Restricted to existing installations

LIGHT COST \$0.00

2013 STREETLIGHT ESTIMATED MONTHLY COST

QTY	TYPE CODE	POLE DESCRIPTION	CONSTRUCTION UNIT	UNIT TOTAL	MULTIPLE TOTALS
	405	CONC 30 / 35 FT	PLCC30T1F / PLCC35T1F	\$ 5.05	\$0.00
	406	SANIBEL SINGLE MNT 16 FT	PLCC16BLSSF	\$ 11.70	\$0.00
	407	SANIBEL DOUBLE MNT 16 FT	PLCC16BLSDF	\$ 12.61	\$0.00
	408	ALUMINUM DOT 26 FT	PLAL26ABI10BKTF, PLAL26ABI12BKTF	\$ 45.92	\$0.00
	409	ALUMINUM DOT 36 FT	PLAL36ABI10BKTF, PLAL36ABI12BKTF	\$ 54.80	\$0.00
	412	MAITLAND (OCTAGONAL)	PLCC32F	\$ 16.29	\$0.00
	413	TT TYPE I CONC 25 FT	PLCC25T1TNBZTAF	\$ 11.84	\$0.00
	420	WOOD 30 / 35 FT	PL306F / PL353F	\$ 2.17	\$0.00
	429	REINF FBGLS 40 FT	PLFG41SDBRFDMFSF PLFG41SDBRFBRF PLFG41SBRFFF	\$ 31.54	\$0.00
	430	FIBERGLASS 14 FT	PLFG14SBLF	\$ 2.51	\$0.00
	431	FIBERGLASS 41 FT	PLFG41SBRF PLFG40SBRF PLFG41SBRDMSF	\$ 17.18	\$0.00
	436	DECO FLUTED 16 FT	PLFG16FLBLPF PLFG16FLGRNPF PLFG12ABFLBLBRF	\$ 19.50	\$0.00
	437	DUAL DECO 16 FT	PLFG12ABFLBLBRF	\$ 21.94	\$0.00
	438	FIBERGLASS 20 FT	PLFG20SBLF PLFG20SBLPBF PLFG20SBLF	\$ 5.85	\$0.00
	466	VICTORIAN II DECO CONC 16 FT DUAL	PLCC16VICDBF	\$ 18.06	\$0.00
	467	WASHINGTON DECO CONC 16 FT DUAL	PLCC16WALBLDBF	\$ 25.87	\$0.00
	468	COLONIAL BLK SM CONC 16 FT DUAL	PLCC16BLDBF	\$ 13.35	\$0.00
	469	TT QUAD FLD CONC 35 FT	PLCC35T1TNQBHBF	\$ 13.63	\$0.00
	470	TT QUAD FLD CONC 45 FT	PLCC45T2TNQBHBF	\$ 18.90	\$0.00
	471	DECO COLONIAL CONC 22 FT	PLCC22F	\$ 14.99	\$0.00
	472	SANIBEL SINGLE DECO CONC 22 FT	PLCC22BLSSF	\$ 16.03	\$0.00
	473	SANIBEL DOUBLE DECO CONC 22 FT	PLCC22BLSDF	\$ 17.26	\$0.00
	474	DUAL MNT COLONIAL DECO CONC 22 FT	PLCC22DBF	\$ 18.74	\$0.00
	476	PROMENADE 25 FT	PLCC25BRBZTAF	\$ 17.54	\$0.00
	477	PROMENADE 30 FT	PLCC30BRF	\$ 18.70	\$0.00
	478	PROMENADE 35 FT	PLCC35BRF	\$ 20.14	\$0.00
	479	PROMENADE 41 FT	PLCC41BRF	\$ 24.33	\$0.00
	480	WOOD 40 / 45 FT	PL402F / PL454F	\$ 5.25	\$0.00
	481	TT SINGLE FLOOD MNT CONC 30 FT	PLCC30T1TNFMF	\$ 10.06	\$0.00
	482	TT DOUBLE FLOOD MNT CONC 30 FT	PLCC30T1TNDBHBF	\$ 12.29	\$0.00
	483	TT TRIPLE FLOOD MNT CONC 45 FT	PLCC45T2TNBHHBF	\$ 18.80	\$0.00
	484	TT DOUBLE FLOOD MNT CONC 45 FT	PLCC45T2TNDBHBF	\$ 18.50	\$0.00
	485	CONC 40 / 45 FT	PLCC40T3F / PLCC45T3F	\$ 10.19	\$0.00
	486	TT SINGLE FLOOD MNT CONC 45 FT	PLCC45T2TNFMF	\$ 15.31	\$0.00
	487	TT TRIPLE FLOOD CONC 35 FT	PLCC35T1TNBHHBF	\$ 13.53	\$0.00
	488	TT DOUBLE FLOOD CONC 35 FT	PLCC35T1TNDBHBF	\$ 13.23	\$0.00
	489	TT SINGLE FLOOD MNT CONC 35 FT	PLCC35T1TNFMF	\$ 11.00	\$0.00
	491	TT TRIPLE FLOOD CONC 30 FT	PLCC30T1TNBHHBF	\$ 12.60	\$0.00
	492	COLONIAL BLK SM CONC 16 FT	PLCC16BLF	\$ 8.99	\$0.00
	493	WHITE ALUMINUM 19FT		\$ 25.87	\$0.00
	494	TT TYPE II CONC 45 FT	PLBC45T	\$ 16.27	\$0.00
	496	TT TYPE I CONC 30 FT	PLBC30T	\$ 12.44	\$0.00
	497	WASHINGTON DEC CONC 16 FT / BLK	PLBC16W / WB	\$ 21.77	\$0.00
	498	TT TYPE I CONC 35 FT	PLBC35T	\$ 13.37	\$0.00
	499	VICTORIAN II DECO CONC 16 FT	PLBC16V	\$ 13.07	\$0.00

Lighting Specialist Applications Only

Underground Rates

Restricted to existing installations

POLE COST	\$0.00
LIGHT COST	\$0.00
CUSTOMER CHARGE	\$1.19

TOTAL ESTIMATED MONTHLY CHARGE \$1.19

Progress Energy Florida, Inc.
St. Petersburg, FL
March 27, 2013

INVOICE Reprint

Please mail remittance and signed copy of Invoice to:

Progress Energy Florida, Inc.
Remittance Processing (BAY 70)
PO Box 14042
St. Petersburg, FL 33733

Service Address: CITY OF TAVARES 1340 EUSTIS EUSTIS FL 32726	Account Number: 5321620736 WMIS WR Number: 472904
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Work Description: CITY OF TAVARES-INSTALLING 6 LED LIGHTS DOWNTOWN <p style="text-align: right;">Total CIAC Due: \$ 9,440.41</p> <p>This invoice reflects Contribution in Aid of (CIAC) Construction for the above reference work.</p>
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<p>Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the Customer clearly identified and marked the location of such facilities.</p> <p>The undersigned hereby authorizes Progress Energy to perform this work with necessary labor, facilities and equipment and acknowledges the invoice amount becomes invalid if the signed agreement is not received by Progress Energy on or before 30 days from the date of this invoice.</p>

Customer Signature _____	Date: _____
Name (please print or type) _____	

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 17, 2013**

AGENDA TAB NO. 13

SUBJECT TITLE: Request to Approve a Work Authorization with BES&H for Design of Lake Dora Drive Water Line Extension

OBJECTIVE: To consider the approval of a work authorization for BES&H to complete a design of waterline extension project on Lake Dora Drive in the amount of \$18,650.

SUMMARY:

The City created a vision for enabling the future growth of businesses and residential developments in Tavares. The goal of the Utility Department is to meet and support that plan by providing adequate water, infrastructure, which will enhance and sustain the growth and development in the community. The existing water main system on Lake Dora drive is antiquated, with aged and undersized water piping. The City is working diligently to meet the needs of the residents with numerous infrastructure projects.

The project is for a water main extension to be installed along Lake Dora Drive from Diston to Dora Ave. The design contract will encompass, locating of underground utilities, permitting, bidding, and construction administration. The construction phase will be the removal and installation of approximately 1700 LF of 8" water main. Staff negotiated a scope of work to upsize this water main to help provide increased fire flow protection and to improve the water quality. The design and construction of this project was budgeted in the FY 12-13 budget.

OPTIONS:

1. **Approve** the work authorization for BES&H to complete design of the water main upgrade in the amount of \$18,650.
2. Do **not approve** the work authorization for BES&H to complete design of the water main upgrade in the amount of \$18,650.

STAFF RECOMMENDATION:

1. Move to **approve** the work authorization for BES&H to complete design of the water main upgrade in the amount of \$18,650.

FISCAL IMPACT: This item was budgeted in the 2012-2013 operation and maintenance budget.

\$15,000 from line item 64-25; \$1825 from 3301-31-15 and \$1825 from line item 3302-31-15

LEGAL SUFFICIENCY: This meets legal sufficiency



VIA EMAIL & US MAIL

April 8, 2013

Brad Hayes
CITY OF TAVARES
201 East Main Street
Tavares, Florida 32778

RE: **PROPOSAL/AGREEMENT FOR THE CITY OF TAVARES
LAKE DORA DRIVE CAPITAL WATERLINE EXTENSION**

Dear Brad:

Enclosed please find Booth, Ern, Straughan & Hiott, Inc.'s proposal for engineering, surveying and permitting necessary to complete the above-referenced project, as requested.

We look forward to serving you in the upcoming year, and into the future. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
ren@besandh.com

RAE\sd

Enclosure

H:\stacey\WordPerfect\Rob\Proposal\City of Tavares\Lake Dora Drive Capital Waterline Extension\Submittal Letter 04-08-13.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
350 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com

ENGINEERING PROPOSAL/AGREEMENT
FOR
CITY OF TAVARES
LAKE DORA DRIVE CAPITAL WATER LINE EXTENSION

ENGINEERS:
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
Robert A. Ern, Jr., P.E.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax

CLIENT:
CITY OF TAVARES
Brad Hayes, Utility Director
201 East Main Street
Tavares, Florida 32778
(352) 742-6485 - Phone
(352) 742-6351 - Fax

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

PROPOSAL/AGREEMENT

Scope: Booth, Ern, Straughan & Hiott, Inc., is pleased to submit this proposal for the Lake Dora Drive Capital Water Line Extension project. The scope of the project includes the design and permitting of the improvements including installation of approximately 1,800 LF of 12" capital water line along Lake Dora Drive from Disston Avenue to Dora Avenue. The line will be located along the south side of Lake Dora Drive, and will connect to the (proposed) 12" waterline at Disston Avenue at the west and will connect to the existing 6" waterline at Dora Avenue at the east. Also included are utility locating services, surveying services, bidding assistance and construction administration, as well as completing the required FDEP certification of completion.

TASK 001 UNDERGROUND UTILITY LOCATES

BESH shall utilize the services of Central Florida Locating to obtain the locations of existing below-grade utilities along the proposed corridor. Information obtained by this Task shall be utilized during the route survey portion of the project.

FEE: \$2,800.00

TASK 002 ROUTE SURVEY

BESH shall conduct a route survey along the south side of Lake Dora Drive from Disston Avenue to Dora Avenue. The survey shall attempt to locate all above ground and below grade utilities and improvements along the route, from the southern edge-of-pavement to the southern r/w line of Lake Dora Drive.

FEE: \$4,600.00

TASK 003 DISTRIBUTION SYSTEM DESIGN AND PERMITTING

Prepare detailed design drawings for the construction of the water distribution system to meet FDEP Chapter 17-555 Florida Administrative Code and City of Tavares Land Development Regulations. The scope of these services shall include the following:

1. Prepare detailed design drawings for +/- 1,800 linear feet of 12" water main (no directional bores of driveways are anticipated, project is all open trench construction).
2. Prepare the FDEP water supply system permit application.

FEE: \$5,750.00

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

TASK 004 CONSTRUCTION BID DOCUMENTS

Services to include preparation of construction contract bid documents and specifications. Booth, Ern, Straughan & Hiott, Inc., shall coordinate with all qualified bidders during bid processes and prepare final bid evaluations with recommendations to client. Booth, Ern, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor.

FEE: \$2,000.00

TASK 005 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$1,000.00

TASK 006 CONSTRUCTION ADMINISTRATION SERVICES

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and field survey as-builts to be provided by Contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Tavares.
2. Florida Department of Environmental Protection.

Fee: \$2,500.00

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

SUMMARY FEE SCHEDULE

TASK 001	\$ 2,800.00
TASK 002	\$ 4,600.00
TASK 003	\$ 5,750.00
TASK 004	\$ 2,000.00
TASK 005	\$ 1,000.00
TASK 006	\$ 2,500.00
TOTAL	\$ 18,650.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Environmental Assessments
2. Geotechnical Investigations
3. Sketch and Descriptions for Easements
4. NPDES Permitting
5. Design of directional bores
6. Advance of permit fees, impact fees, title search fees, recording or advertising fees
7. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., blueprints, copies, mylars, reproductions, postage, etc.

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

**HOURLY RATE SCHEDULE
(2013)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.15
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$1.20
8 ½ x 14.....\$1.45
11 x 17.....\$1.70

Other Printing Services

24 x 36 Vellum.....\$9.00
24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$20.00

Other Services

Fax.....\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$10.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Tavares** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this contract agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed for the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

PROJECT: Lake Dora Drive Capital Waterline Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 8, 2013

AUTHORIZATION TO PROCEED

**PROPOSAL FOR ENGINEERING, SURVEYING & PERMITTING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ N/A

THIS PROPOSAL/AGREEMENT ACCEPTED THIS ____ DAY OF _____, 2013.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature 

Signature _____

By: Robert A. Ern, Jr, P.E.

By: _____

Title: Vice-President

Title: _____

**AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 17, 2013**

AGENDA TAB NO. 14

**SUBJECT TITLE: Engineering Design of Mansfield Road Gravity Sewer Extension
Approval of Agreement/Proposal with BESH Engineering**

OBJECTIVE:

To seek Council's approval of the attached contract with BESH Engineering for the engineering design of a gravity sewer line extension on Mansfield Road.

SUMMARY:

The property owners of three parcels (#1767678, 2809116 & 1497698) located at the farthest south end of Mansfield Road, have approached the city concerning the feasibility of connecting to city sewer. These three properties, presently in the County, form an enclave within our city boundaries. The owners have indicated that they would annex into the city if the sewer utility can be made available to them. The attached proposal from BESH Engineering is for the design of approximately 250 linear feet of gravity sewer that would run from the intersection of Mansfield Road and County Drive south to the end of the road. It is noted that this sewer extension could not only service these three properties, but will also serve the property on the east side of Mansfield Road which is presently zoned for multi-family residential use. The city will execute a "Covenant to Annex" agreement with the owners of these three properties prior to installing the sewer line. The City Utility Department has sufficient funds budgeted within the engineer design account for this contract.

OPTIONS:

- 1) That City Council moves to approve the attached agreement/proposal with BESH Engineering in the amount of \$11,470 for the design of a gravity sewer line extension to the end of Mansfield Road.
- 2) That City Council denies the proposed contract with BESH Engineering.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve the attached contract with BESH Engineering in the amount of \$11,470 for the design of a gravity sewer line on Mansfield Road.

FISCAL IMPACT:

Funding for this project will come from the 2012-2013 operation and maintenance budget. Engineering \$5,735 from line item 3501 and Engineering \$5,735 from line item 3504

Legal Sufficiency:

City Attorney has reviewed this for legal sufficiency.



VIA EMAIL & US MAIL

April 9, 2013

Brad Hayes
CITY OF TAVARES
201 East Main Street
Tavares, Florida 32778

RE: **PROPOSAL/AGREEMENT FOR THE CITY OF TAVARES**
MANSFIELD ROAD GRAVITY SEWER EXTENSION

Dear Brad:

Enclosed please find Booth, Ern, Straughan & Hiott, Inc.'s proposal for engineering, surveying and permitting necessary to complete the above-referenced project, as requested.

We look forward to serving you in the upcoming year, and into the future. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
rem@besandh.com

RAE\sd

Enclosure

H:\stacey\WordPerfect\Rob\Proposal\City of Tavares\Mansfield Road Gravity Sewer Extension\Submittal Letter 04-09-13.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
350 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com

ENGINEERING PROPOSAL/AGREEMENT
FOR
CITY OF TAVARES
MANSFIELD ROAD GRAVITY SEWER EXTENSION

ENGINEERS:
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
Robert A. Ern, Jr., P.E.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax

CLIENT:
CITY OF TAVARES
Brad Hayes, Utility Director
201 East Main Street
Tavares, Florida 32778
(352) 742-6485 - Phone
(352) 742-6351 - Fax

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

PROPOSAL/AGREEMENT

Scope: Booth, Ern, Straughan & Hiott, Inc., is pleased to submit this proposal for the Mansfield Road Gravity Sewer Extension project. The scope of the project includes the design and permitting of the improvements including installation of approximately 250 LF of 8" gravity sewer along Mansfield Road to County Drive. The proposed line will connect to an existing manhole located at the intersection of Mansfield Road and County Drive. Also included are utility locating services, surveying services, bidding assistance and construction administration, as well as completing the required FDEP certification of completion. BESH shall also attempt to locate the existing septic tanks on the private property, as identified by the property owners, for the purposes of designing sewer laterals. City shall obtain permission for said survey work on private property.

TASK 001 UNDERGROUND UTILITY LOCATES

BESH shall utilize the services of Central Florida Locating to obtain the locations of existing below-grade utilities along the proposed corridor. Information obtained by this Task shall be utilized during the route survey portion of the project.

FEE: \$900.00

TASK 002 ROUTE SURVEY

BESH shall conduct a route survey from r/w to r/w along Mansfield Road from the southernmost driveway on the west side of Mansfield Road, north to the manhole located on County Drive. The survey shall attempt to locate all above ground and below grade utilities and improvements along the route. The survey shall also attempt to locate the existing septic tank locations on private property for the purposes of designing sewer laterals to the new gravity line. The property owners shall be responsible for showing the survey crews the locations of the existing septic tanks.

FEE: \$3,100.00

TASK 003 COLLECTION SYSTEM DESIGN AND PERMITTING

Prepare detailed design drawings for the construction of the water distribution system to meet FDEP and City of Tavares Land Development Regulations. The scope of these services shall include the following:

1. Prepare detailed design drawings for +/- 250 linear feet of 8" gravity sewer line, one manhole, and three (3) sewer laterals. Plans shall also include provisions for reconstruction of Mansfield Road, which shall be impacted by the construction.
2. Prepare the FDEP water supply system permit application.

FEE: \$2,970.00

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

TASK 004 CONSTRUCTION BID DOCUMENTS

Services to include preparation of construction contract bid documents and specifications. Booth, Ern, Straughan & Hiott, Inc., shall coordinate with all qualified bidders during bid processes and prepare final bid evaluations with recommendations to client. Booth, Ern, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor.

FEE: \$2,000.00

TASK 005 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$1,000.00

TASK 006 CONSTRUCTION ADMINISTRATION SERVICES

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make periodic visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and field survey as-builts to be provided by Contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Tavares.
2. Florida Department of Environmental Protection.

Fee: \$1,500.00

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

SUMMARY FEE SCHEDULE

TASK 001	\$ 900.00
TASK 002	\$ 3,100.00
TASK 003	\$ 2,970.00
TASK 004	\$ 2,000.00
TASK 005	\$ 1,000.00
TASK 006	\$ 1,500.00
TOTAL	\$ 11,470.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Environmental Assessments
2. Geotechnical Investigations
3. Sketch and Descriptions for Easements
4. NPDES Permitting
5. Advance of permit fees, impact fees, title search fees, recording or advertising fees
6. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., blueprints, copies, mylars, reproductions, postage, etc.

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

**HOURLY RATE SCHEDULE
(2013)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.15
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$1.20
8 ½ x 14.....\$1.45
11 x 17.....\$1.70

Other Printing Services

24 x 36 Vellum.....\$9.00
24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$20.00

Other Services

Fax.....\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$10.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Tavares** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this contract agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed for the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

PROJECT: Mansfield Road Gravity Sewer Extension
CLIENT: City of Tavares, Brad Hayes
DATE: April 9, 2013

AUTHORIZATION TO PROCEED

**PROPOSAL FOR ENGINEERING, SURVEYING & PERMITTING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ N/A

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2013.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature 

Signature _____

By: Robert A. Ern, Jr, P.E.

By: _____

Title: Vice-President

Title: _____

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 17, 2013**

AGENDA TAB NO. 15

SUBJECT TITLE: Date of Next Golden Triangle Summit Meeting

OBJECTIVE:

To hold discussion on setting a date on the next Golden Triangle Summit Meeting between Eustis, Mt. Dora, and Tavares.

SUMMARY:

The next Golden Triangle Summit meeting will be hosted by Tavares. Council will discuss and consider the date to recommend to Eustis and Mt. Dora.

Council made want to consider the week of September 23, 2013 as the budgeting process will be complete at that time.

OPTIONS:

- 1) Discuss and make a decision on a recommended date.
- 2) Do not discuss or make a recommendation at this time.

STAFF RECOMMENDATION:

Council discuss and make a decision on a recommended date.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
April 17, 2013**

AGENDA TAB NO. 16

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – May 1, 2013
- Code Enforcement – Special Magistrate Hearing – April 23, 2013 – 5 pm
- Lake County League of Cities – May 10, 2013 – 11:30 a.m.
- Lake Sumter MPO – April 24, 2013 – 4 p.m. – MPO Board Room – 1616 South 14th Street, Leesburg, FL –
- Library Board – May 10, 2013 – 8:30 a.m. Library Conference Room
- Sunshine Seminar – County Attorney Sandy Minkoff – May 14, 2013 – 6 pm – New EOC – second floor

OTHER EVENTS

April 18 – Hazardous Waste Collection at Wooton Park – 9:00 am to Noon

April 20 – Seaplane Fly In

April 24 – Community Service Awards, Lake County League of Cities – Lake Receptions

April 25 – Take Your Kids to Work Day

April 26-27 – Planes, Trains, & BBQ

May 4 – Creed's Cause 5K Run

June 1-2, Pro-Hydro-X Tour – Jet Ski

June 8-9 – Pro-Hydro-X Tour – Jet Ski

July 4 – 4th of July Celebration

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
April 17, 2013**

AGENDA TAB NO. 17

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.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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