AGENDA
TAVARES CITY COUNCIL

MAY 1, 2013
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Rick Fountain, First Baptist Church of Tavares

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES - Deferred

Tab 1) Minutes of April 17 - Deferred

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 2) Ordinance #2013-07 - Amendment for Agricultural Water Rate — **Lori Houghton**

SECOND READING

Tab 3) Ordinance #2013-06 - Fire Pension Ordinance Amendment to Comply with State Law Chapter 201-216 — **Richard Keith**

RESOLUTIONS

Tab 4) Resolution #2013-03 - Partial Vacate of North Lakeshore Blvd. at 902 Villa Lagoon	**Jacques Skutt**

X. GENERAL GOVERNMENT

Tab 5) Interlocal Agreement for ALS	**Richard Keith**
Tab 6) Approval of Contract for Purchase of Water Taxis	**Bill Neron**
Tab 7) Agreement for Boat Broker for Sale of Water Taxis	**Bill Neron**
Tab 8) Appointment of City Representative to the Lake County Arts & Cultural Alliance	**Robert Wolfe**
Tab 9) Budget Amendment for Engineering Agreement for Design of CRA Stormwater Upgrades Phase 1 Project	**Lori Houghton**
Tab 10) Budget Transfer for St. Clair Abrams Waterline for Roundabout	**Lori Houghton**
Tab 11) Approval of Engineering Agreement for Water & Sewer Connection for Sunset View Subdivision	**Brad Hayes**
Tab 12) Budget Amendment to Upgrade Water & Sewer Line for Disston Avenue and Lakeshore Drive	**Lori Houghton**

XI. OLD BUSINESS

Tab 13) Update on Water Authority Annexation Request	**John Drury**

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 14) City Administrator	**John Drury**
Tab 15) Council Reports	**City Councilmembers**

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

of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 1, 2013

AGENDA TAB NO. 2

SUBJECT TITLE: ORDINANCE NO. 2013-07 TO AMEND ORDINANCE NO. 2012-10 INCREASE AVAILABLE REUSE PLANT CAPACITY AVAIALABLE FOR NEGOTIATED PRICING FOR RECLAIM SERVICE TO COMMERICAL AGRICULTURE CUSTOMERS

OBJECTIVE:

To consider approval of Ordinance No. 2013-07 which amends Ordinance No. 2010-10, providing for Reuse Water Plant capacity available for negotiated pricing for customer locations dedicated to commercial agriculture uses.

SUMMARY:

In June 2009 the City Council adopted Ordinance 2010-10 amending Chapter 17 of the City of Tavares Land Development Regulations for Water, Wastewater, and Reclaim user rates.

Prior to Ordinance 2009-22, the City did not provide reclaim water service thus Ordinance 2009-22 provided for and established Reclaim User rates for the newest service component of the Water, Wastewater Utility in addition to amending the user rates for water and wastewater services. The rates provided for in the Ordinance are based on a rate Study prepared by Brown and Caldwell dated May 2009.

On April 18, 2012, the City Council adopted Ordinance No. 2010-10 which provided for negotiated pricing agreements for Commercial Agriculture customers. The ordinance set forth a limit of ten percent of Reuse Water Plant capacity available for agriculture pricing agreements.

Ordinance 2012-10 stipulates that reclaim service provided at negotiated pricing will not exceed ten percent of plant capacity. Currently the City has entered into one agreement for agriculture sales. The customer's required capacity has exceeded the capacity limit set forth in Ordinance 2012-10. The City has been asked to consider increasing the allowed capacity for agriculture pricing agreements.

Currently the City Reuse Facility has available capacity to provide for an increase in the capacity limit available for agriculture sales agreements.

OPTIONS:

1. Discuss increasing Reuse Plant Capacity available for Agriculture Sales Agreements.
2. Adopt Ordinance No. 2013-07
3. Do not Adopt Ordinance No. 2013-07.

STAFF RECOMMENDATION:

Move to discuss increasing Reuse Plant Capacity available for Agriculture Sales Agreements.

.

FISCAL IMPACT:

At this time unsold capacity is available for sale.

LEGAL SUFFICIENCY:

Legally sufficient.

ORDINANCE 2013- 07

AN ORDINANCE AMENDING ORDINANCE NUMBER 2009-22, and AMENDING ORDINANCE NUMBER 2012-10 PERTAINING TO SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS FOR RECLAIMED WATER RATES; INCREASING THE CAPACITY LIMITS FOR PROVIDING RATE AGREEMENTS FOR AGRICULTURE USES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE CITY PROVIDES RECLAIMED WATER SERVICE TO VARIOUS LOCATIONS WITHIN THE CITY, AND

WHEREAS, THE CITY COUNCIL ACKNOWLEDGES THE SPECIAL NEEDS OF AGRICULTURE COMMUNITIES, AND

WHEREAS, THE CITY COUNCIL DESIRES TO PROVIDE INCENTIVE FOR OTHER USERS FOR RECLAIM WATER SERVICE, AND

WHEREAS, THE CITY COUNCIL DESIRES TO PROVIDE RATE AGREEMENTS FOR BULK SALES OF RECLAIM WATER TO LOCATIONS SERVICING AGRICULTURE NEEDS, AND

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

Section 17-54 of the City of Tavares Land Development Regulations is hereby amended as follows:

Sec. 17-54. Reclaimed Water Rate Schedule.

(F) The City Council hereby provides for negotiated pricing for Reclaim Service by agreement between the City and the Grower/Owner for customer locations dedicated to commercial agriculture uses including but not limited to orange groves, tree farms, and nurseries, so long as the agreement is approved by the City Council, and so long as reclaim plant capacity for agriculture uses at negotiated pricing does not exceed ~~ten~~ twenty percent.

This Ordinance shall take effect immediately upon adoption by the City Council.

PASSED AND ORDAINED this day of May, 2013, by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST:

_____
Nancy Barnett, City Clerk

Approved as to Form:

_____
Robert Q. Williams, City Attorney

First Reading:

Passed Second Reading:

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 1, 2013

AGENDA TAB NO. 3

SUBJECT TITLE: Ordinance #2013-06 – Amendment to Firefighter's Pension Trust Fund (Pension Plan) to Comply with State Statutes – Second Reading

OBJECTIVE: To obtain Council approval of City of Tavares Ordinance 2013-06.

SUMMARY:

The attached ordinance amends the Firefighter's Pension Trust Fund's definition of "Actuarial Equivalent" and "Salary." "Actuarial equivalent" means a benefit or amount of equal value based upon the RP 2000 Combined Healthy Mortality Table and an interest rate of 8% percent per annum. Previously the ordinance was based upon the 1983 Group Annuity.

"Salary" is amended to reflect the laws passed by the Florida Legislature in 2011. Effective July 1, 2011, the Florida Legislature adopted the requirements of Chapter 2011-216, Laws of Florida which provides, for service earned after that July 1, 2011, that "salary" shall not include more than three hundred (300) hours of overtime per fiscal year and shall also not include payments for accrued unused sick or annual leave.

The law also provides that for payments for overtime in excess of three hundred (300) hours per year or accrued unused sick or annual leave accrued as of July 1, 2011 and attributable to service earned prior to July 1, 2011, may still be included in "salary" for Pension purposes; event if the payment is not actually made until on or after July 1, 2011.

In addition, with respect to accrued unused annual leave accrued prior to July 1, 2011, "salary" will include the lesser of the amount of sick or annual leave time accrued on July 1, 2011; or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave, at some time prior to retirement, reduced below the amount on July 1, 2011.

Attached is a letter from the Firefighter's Pension attorney, a copy of the letter from the Board's actuary Foster & Foster and a copy of a letter from Edd Holder, who was previously retained by the City Council to review pension change requests for the Council, indicating that the fiscal impact is de minimis.

OPTIONS:

1. Move to approve City of Tavares Ordinance 2013-06.
2. Do not approve ordinance 2013-06

STAFF RECOMMENDATION:

Option 1: Move to approve City of Tavares Ordinance 2013-06

FISCAL IMPACT: De-minimus fiscal impact.

LEGALLY SUFFCIENCY: The ordinance is legally sufficient

ORDINANCE NO. 2013-06

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE V, FIREFIGHTERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-101, DEFINITIONS; AMENDING SECTION 15-127, PRIOR FIRE SERVICE; AMENDING SECTION 15-128, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA;

SECTION 1: That Chapter 15, Pensions and Retirement, Article V, Firefighters' Pension Trust Fund, of the Code of Ordinances of the City of Tavares, is hereby amended by amending Section 15-101, Definitions, to amend the definitions of "*Actuarial Equivalent*" and *"Salary",* to read as follows:

* * * * *

Actuarial equivalent means a benefit or amount of equal value, based upon the ~~1983 Group Annuity~~ RP 2000 Combined Healthy Mortality Table and an interest rate of eight (8%) percent per annum. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * * * *

Salary means total compensation paid to a member for services rendered to the City as Firefighter reportable on the Member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but not including lump sum payments of vacation and sick time or any payments for extra duty or a special detail work performed on behalf of a second party employer. For service earned after November 21, 2012 (the "effective

date"), Salary shall not include more than three hundred (300) hours of overtime per fiscal year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes even if the payment is not actually made until on or after the effective date. Additional hours worked pursuant to the Fair Labor Standards Act (FLSA) shall not be deemed to be overtime.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

SECTION 2: That Chapter 15, Pensions and Retirement, Article V, Firefighters' Pension Trust Fund, of the Code of Ordinances of the City of Tavares, is hereby amended by amending Section 15-127, Prior Fire Service, subsection (6), to read as follows:

* * * * *

(6) For purposes of determining credit for prior service as a firefighter as provided for in this section, in addition to service as a firefighter in this state, credit may be ~~given~~ purchased by the member in the same manner as provided above for federal, other state, municipal or county service if the prior service is recognized by the Division of State Fire Marshal, as provided under Chapter 633, Florida Statutes, or the firefighter provides proof to the board that such service is equivalent to the service required to meet the definition of a firefighter under Sec.15-101, Definitions.

* * * * *

SECTION 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Tavares.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6: That this Ordinance shall become effective upon its adoption.

PASSED AND ORDAINED ON this _____ day of _____, 2013, by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: April 3, 2013

Passed Second Reading:_____

ATTEST:

_____
Nancy A. Barnett
CITY CLERK

Approved as to form:

_____
Robert Q. Williams
CITY ATTORNEY

Law Offices
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

February 4, 2013

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

Re: City of Tavares Firefighters' Pension Trust Fund - Proposed Ordinance

Dear Mr. Drury:

As you know, I represent the Board of Trustees of your Firefighters' Pension Trust Fund. Enclosed please find a proposed ordinance amending the City of Tavares Firefighters' Pension Trust Fund, which is recommended by the Board for approval and adoption by the City Council. This ordinance amends the following:

1. Section 15-101, Definitions is being amended to amend the definition of Actuarial Equivalent to update the mortality table being used by the plan's actuary. The definition of Salary is also being amended to comply with Chapter 2011-216, Laws of Florida, regarding limitations on overtime, and to comply with the recently approved firefighters' Collective Bargaining Agreement.

2. Section 15-127, Prior Fire Service, is being amended to clarify the purchase of prior fire service.

I am enclosing a copy of a letter from the Board's actuary, Foster & Foster, Inc., indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure
cc: Chief Richard Keith, with enclosure
Nancy Barnett, with enclosure

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

February 1, 2013

Chief Richard Keith
City of Tavares Firefighters' Pension Trust Fund
424 E. Alfred St.
Tavares, FL 32778

Re: City of Tavares Firefighters' Pension Trust Fund

Dear Chief Keith:

In response to the letter from Scott Christiansen dated January 17, 2013, we have reviewed the proposed Ordinance (identified on page 3 as dm/tav/fire/01-11-13.ord) amending the Plan's definitions of *Actuarial Equivalent* and *Salary,* as well as amending the section pertaining to Prior Fire Service. We have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Patricia Shoemaker
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA
DHL/lke

Cc: Scott Christiansen, Plan Attorney

13420 Parker Commons Blvd., Suite 104 Fort Myers, FL 33912 · (239) 433-5500 · Fax (239) 481-0634 · www.foster-foster.com

EDD HOLDER AND ASSOCIATES

Charles Edd Holder, PRP, AIF®
Teressa S. Brunson, QPFC, PPC
Administrative Associate

11312 Dead River Road
Tavares, FL 32778
Phone: 352-343-0122
Fax: 352-343-0146
www.eddholder.com

March 28, 2013

Mr. John Drury
City Administrator
City of Tavares
PO Box 1068
Tavares, FL 32778

Re: City of Tavares Firefighters' Pension Trust Fund

Dear John:

As part of our contract with the city, we have reviewed letters sent February 1, 2013 from Foster and Foster and the February 4th letter from the law offices of Christiansen & Dehner, P.A., proposing a city ordinance amending the Fire Plan.

The ordinance changes the actuarial assumptions used to properly fund the cost of the plan, changes the definition of compensation and amends the section pertaining to Prior Fire service.

We feel that the three changes in the amendment would have offsetting costs in the funding of the plan., meaning that some will cause an increase while others will cause a decrease in plan costs. The valuation for the plan year 10/1/2012-9/30/2012 will quantify this issue.

In communicating with the actuary at the Florida Division of Retirement and Foster's actuary, we all concur that there will be a change in funding cost. Foster can provide the statement "that the expected costs will be "de minimis ".

With the understanding that these amendments to the plan will have a "de minimis" impact to the funding costs, we are in support of the ordinance.

Sincerely,

Edd Holder, AIF, PRP

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Orlando Sentinel/Lake Sentinel
Sunday, April 21, 2013 Edition
Ordinance 2013-06

Public Hearing Notices

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider the Ordinance 2013-06, Second Reading, on May 1, 2013 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE NO. 2013-06

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE V, FIREFIGHTERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-101, DEFINITIONS; AMENDING SECTION 15-127, PRIOR FIRE SERVICE; AMENDING SECTION 15-128, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public at the Office of the City Clerk, at the Tavares City Hall, 201 E. Main Street, Tavares, Florida, between the hours of 8 a.m. and 5 p.m. on business days. All interested parties may appear at the meeting and be heard or submit their comments prior to the meeting.

LAK1233733 4/21/2013

AGENDA SUMMARY
TAVARES CITY COUNCIL
MAY 1, 2013

AGENDA TAB NO. 4

SUBJECT TITLE: Resolution 2013-03 Partial Vacation of Lake Shore Blvd.

OBJECTIVE:

To consider the partial vacation of the unopened, northerly end of Lake Shore Boulevard.

SUMMARY:

This is a request to vacate a triangular portion (approximately 1125 square feet) of the unopened, northerly end of Lake Shore Boulevard. Jerry and Nann Webb, residents and partial owners of Lagoon Park, Inc would like to replace their aging mobile home with a new double-wide unit. Their present lot is insufficient in size to accommodate this new home and required yard setback. The road, at this northerly end, is unopened and the city maintains a sewer lift station approximately in the center of this unopened right-of-way. The proposed vacate does not impose on this lift station and the city's utility department has determined that there remains sufficient residual right-of-way to service and maintain this station and the piping connecting to it. This partial vacate will remove the city's public interest in this land, thus allowing the applicant to pursue options to secure title to this property.

OPTIONS:

1. That City Council moves to approve Resolution 2013-03.
2. That City Council denies the proposed resolution to vacate a portion of Lake Shore Blvd.

PLANNING & ZONING BOARD RECOMMENDATION:

At its April 18th meeting, the Planning & Zoning Board voted 5-1 to recommend approval of this resolution.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Resolution 2013-03.

FISCAL IMPACT: N/A.

LEGAL SUFFICIENCY:

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

RESOLUTION 2013-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, TO VACATE A PORTION OF THE UNOPENED NORTHERLY END OF LAKE SHORE BOULEVARD, A PUBLIC RIGHT-OF-WAY, SUBJECT TO THE RULES AND REGULATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property abutting said portion of right-of-way has petitioned for a partial vacation of said right-of-way; and

WHEREAS, the applicant owns the property adjacent to said right-of way; and

WHEREAS, the applicant desires to replace an aging single-wide mobile home with a double-wide home on property located adjacent to said public right-of-way; and

WHEREAS, the applicant must secure title to additional lands to install the larger, new home and to provide for required setbacks; and

WHEREAS, this proposed vacate will remove the City's public interest in this property thus enabling the applicant to pursue options to gain title to this property; and

WHEREAS, the petition to vacate said right-of-way has been duly noticed as required by law; and

WHEREAS, the abutting property owners have been notified per the requirements of the City of Tavares Land Development Regulations; and,

WHEREAS, the City of Tavares has reviewed the vacate request and determined no conflicts in the vacation with regard to utilities, traffic, health, safety, or welfare,

NOW, THEREFORE, be it resolved by the City Council of the City of Tavares, Florida as follows:

The City of Tavares hereby vacates any and all interest in the aforesaid right-of-way, as described in Exhibit A, attached hereto and made part of this resolution.

PASSED AND RESOLVED this 1st day of May, 2013 by the Tavares City Council.

_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST

_____
Nancy A. Barnett, City Clerk

Approved as to form and legality:

_____

Robert Q. Williams, City Attorney

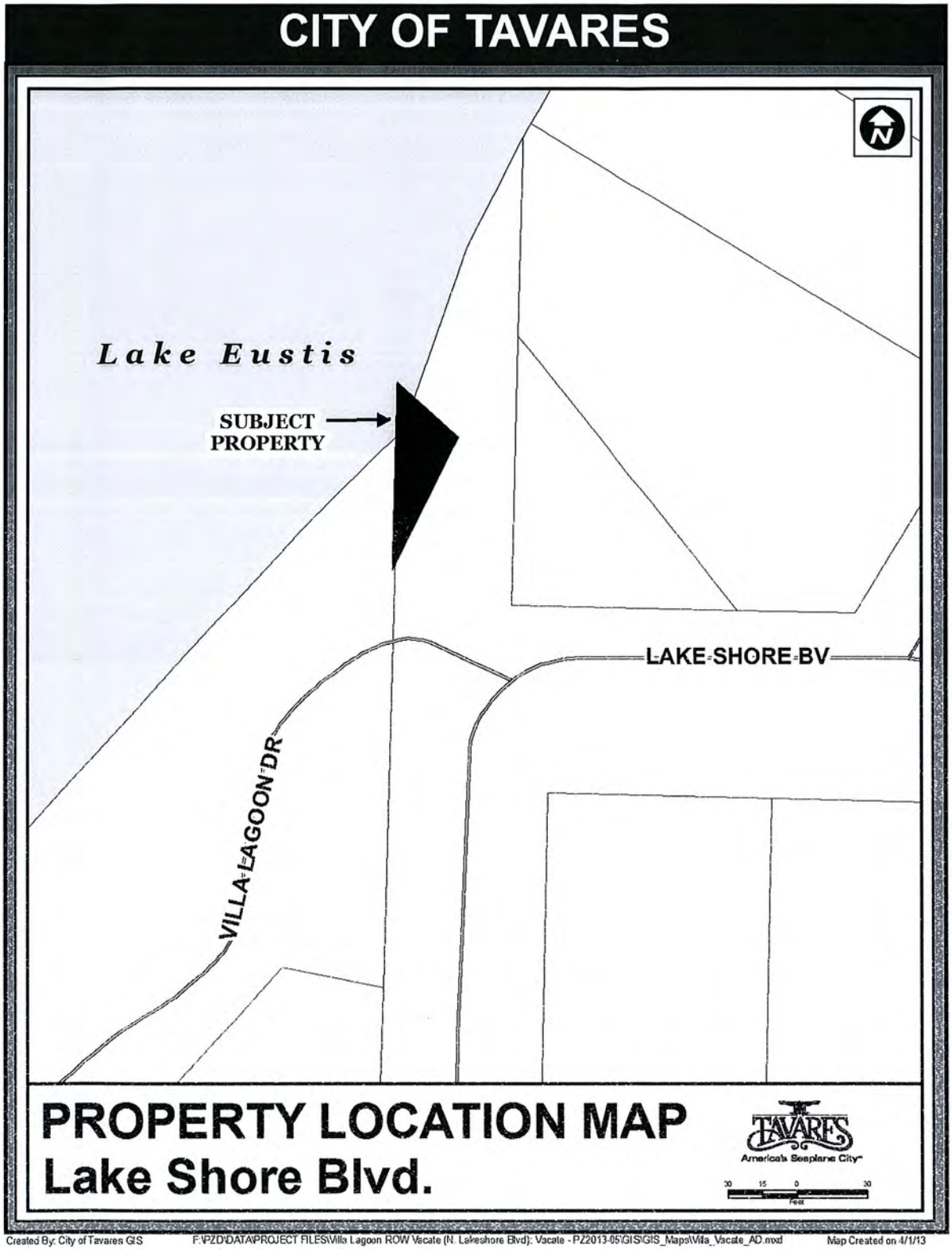
Exhibit A:

Legal Description:

A portion of Lake Avenue per plat of Lakewood Park Addition to the City of Tavares as recorded in Plat Book 6, Page 25, Public Records of Lake County, Florida being more particularly described as follows:

Commence at the Northeast corner of lands described in Official Records Book 2674, Page 1076, Public Records of Lake County, Florida, said point being on the West right of way line of Lake Avenue per plat of Lakewood Park Addition to the City of Tavares as recorded in Plat Book 6, Page 25, Public Records of Lake County, Florida; thence N 01°27'41" E a distance of 181.18 feet along said West right of way line to the Point of Beginning; thence continue N 01°27'41" E a distance of 81.67 feet along said right of way line to a point; thence leaving said right of way line S 48°18'59" E a distance of 36.08 feet; thence S 26°43'25" W a distance of 64.55 feet to the Point of Beginning.

Containing 1125 square feet more or less.


CITY OF TAVARES
Lake Eustis
SUBJECT PROPERTY
LAKE SHORE BV
VILLA LAGOON DR
PROPERTY LOCATION MAP
Lake Shore Blvd.
TAVARES
America's Seaplane City
30 15 0 30
Feet
Created By: City of Tavares GIS
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Map Created on 4/1/13

1
2

CITY OF TAVARES

PROPERTY LOCATION MAP
Lake Shore Blvd.

TAVARES
America's Seaplane City

30 15 0 30
Feet

Created By: City of Tavares GIS F:\PZD\DATA\PROJECT FILES\Villa Lagoon ROW Vacate (N. Lakeshore Blvd); Vacate - PZ2013-05\GIS\GIS_Maps\Villa_Vacate_AD.mxd Map Created on 4/1/13

Orlando Sentinel
Publication Date: 04/08/2013
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Description: ff/Resolution 2013-03

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EUSTIS 483-HEAR (4327) 2755 S. Bay St., Suite F (ACROSS FROM TRACTOR SUPPLY)

THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Resolution 2013-03 titled as follows:

RESOLUTION 2013-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, TO VACATE A PORTION OF THE UNOPENED NORTHERLY END OF LAKE SHORE BOULEVARD, A PUBLIC RIGHT-OF-WAY, SUBJECT TO THE RULES AND REGULATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Proposed Resolution 2013-03 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on April 18, 2013, at 3 p.m.; and
2. Tavares City Council meeting on May 1, 2013, at 4 p.m.

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Resolution 2013-03 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and be heard with respect to the proposed resolution. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

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

YOUR COMMUNITY IN BRIEF

'Have a Heart' — attend show to benefit companion animals

By Debbie Manis
Staff Writer

Have A Heart for Companion Animals Inc. will present the Johnny Mello Show from 5 to 9 p.m. Friday in the clubhouse at Spruce Creek South off of U.S. Highway 27-441 in Summerfield.

The event will feature seven local recording artists performing doo wop, rock 'n' roll and country music, line dancing, door prizes, 50-50 drawing and more.

Tickets are $15 a person and include an Italian buffet provided by Pizza Hut. Tickets must be purchased in advance at haveaheart.us or call 352-687-4776.

Proceeds from the show will benefit Have A Heart For Companion Animals, Inc., Feisty Acres Cat Rescue and Zen Doggie Rescue.

Participants are encouraged to bring a bag of dry dog or cat food, which will be donated to local rescue groups.

Pro wrestling

The men's auxiliary of Veterans of Foreign Wars Post 8087 will present South Lake Extreme Pro wrestling Saturday at the post, 4065 N. County Road 19A Mount Dora.

There will be five matches beginning at 6 p.m. There will drawings between matches.

Beverages will be available for purchase. Doors open at 5 p.m.

General admission is $10. Advance tickets are available at the post.

Proceeds will benefit veteran causes.

Start Smart Soccer

Mount Dora Parks and Recreation Department is accepting registration for Start Smart Soccer through Friday. The program teaches children ages 2 to 5 the basic motor skills necessary to play soccer, while they work one-on-one with their parents.

The group will meet from 6 to 7 p.m. Tuesdays beginning April 16 at the Frank Brown Sports Complex, 1245 Pine Ave. The season ends May 21.

The cost is $25 a child.

To register, stop by the Mount Dora Parks and Recreation office, 900 N. Donnelly St., or call 352-735-7183.

Ballroom dance

Lake and Sumter Counties Chapter 6106 of USA Dance will have a "Spring Fling" ballroom dance Friday at the Leesburg Community Building, 109 E. Dixie Ave. in Venetian Gardens.

Don Wyman and Suzanne Crosby will provide a free dance lesson at 7 p.m. followed by dancing until 10 p.m. Music will be provided by Allen and Gail Keicher.

Admission is $8 for members, $10 for nonmembers. Members are encouraged to bring light snacks.

Details: 352-748-3112 or usadance6106.org.

Meetings

■ The Leesburg and Tavares LIFE, a social-support group for widowed persons, will meet for lunch at 11:30 a.m. Thursday at the Leesburg Community Building, 109 E. Dixie Ave. The Paul De Ritter Band will provide entertainment. Lunch buffet is $10.

Reservations: Rick Reed, 352-787-0403.

■ Lake Harris Toastmaster Club meets at 6:30 p.m. the second, fourth and fifth Thursday of every month at IHOP restaurant, 10322 U.S. Highway 441 across from Lake Square Mall in Leesburg.

Visitors are welcome. Details: 352-234-6584.

■ The Lake County Conservative Founders' Club will meet at 6 p.m. Thursday for a social followed by a 6:30 p.m. meeting in El Moro Room at Mission Inn Resort and Club, 10400 County Road 48, Howey-in-the-Hills. The program will be the "State of Our County" featuring Lake Property Appraiser Carey Baker, Lake County Commission Chairwoman Leslie Campione and Lake County School Board Chairwoman Kyleen Fischer, followed by a town hall meeting.

Reservations: John Brandeburg, john@brandeburg.com.

■ The Lake-Sumter branch of the American Association of University Women will meet from 9:30 to 11:30 a.m. Saturday in Room 207 at the Lady Lake Public Library, 225 W. Guava St. Debbie Marsich, a registered nurse, will present "The Keys Are in the Refrigerator."

Details: Margaret Kaufman, 352-750-4658.

■ Disabled American Veterans Chapter and Unit 87 will have a potluck luncheon at 1 p.m. Sunday at the chapter home, Montclair Road, Leesburg. The entrée is finger foods; bring a salad, vegetable dish or dessert to share.

Disabled veterans and their spouse or family member are welcome to join the chapter.

Details: 352-728-5998.

Benefit golf tourney

The ninth annual Miss Leesburg Scholarship Scramble Golf Tournament is scheduled for Saturday at Harbor Hills Country Club in Lady Lake.

Shotgun start is at 8:15 a.m.; registration begins at 7. The registration fee is $75, which includes lunch.

There will be awards, prizes and raffles.

The Miss Leesburg Scholarship Program is a nonprofit organization, and proceeds will be used for the scholarship fund.

For an application or information, call Linda Watts, 352-326-4217.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778 or dmanis@tribune.com.

BOAS

Continued from Page E1

hard-packed orange clay as well as in rich loam.

The explosive growth of this weed/wildflower has caused me to pay closer attention. While I've often admired its colorful blooms — yellow stamens surrounded by three blue-to-purple petals — I did little more than acknowledge its presence. I assumed it spread through some sort of underground root system since I always noticed it growing in clusters instead of isolated specimens. However, it wasn't until I did some research that I realized there was much more to this hardy bloomer than a pretty face with leaves that resemble a spider's legs.

Spiderwort is in the Commelinaceae family of flowering plants that are often nicknamed dayflowers. Like others in that genus, spiderwort plants and flowers grow in clusters, with each individual bloom lasting only part of a day. In our yard, the petals open early, but by midday they've already begun to wilt. By dusk, the once pretty blooms will have transformed into a soft jellylike mush. The next morning, however, new flowers appear and the cycle of beauty continues.

The three-petal blue flowers of spiderwort only last a morning, but by the next day new blooms have taken their place.

SHERRY BOAS

In Florida, spiderwort is a perennial reappearing each spring. While I was correct in assuming this 2-foot-tall wildflower spreads by underground rhizomes, I didn't realize it propagates by seeds as well.

I also didn't know it is an edible plant. I discovered that all parts of Tradescantia ohiensis can be eaten — leaves, flowers, stalks and roots. When steamed, the stalks compare to asparagus. Tender young leaves can also be steamed or used fresh in salad and the blue-colored flowers work well both as a garnish and as a snack when working or walking outdoors.

Tradescantia ohiensis also has medicinal properties. The plant's crushed leaves are purported to alleviate the sting of insect bites while a tea made out of boiled roots has use as a laxative.

It has been an eye-opening experience to learn so much new information about a familiar garden face. As it turns out, spiders and spiderworts have more in common than just a name. Neither receives the appreciation they deserve for all the good they have to offer. Once I stopped thinking of spiderwort as just another annoyingly "creepy" weed, I was able to see it as the valuable botanical beauty it is.

Sherry Boas can be reached at simplyliving@beautifulbamboo.com. Her columns can be found online at OrlandoSentinel.com/lake.

PICKLES

How to reach us: Lake County newsroom contacts
COUNTY EDITOR
JERRY FALLSTROM
COMMUNITY EDITOR
DANA EAGLES
LAKE NEWS ONLINE
LakeSentinel.com
1-800-359-5353

CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
APRIL 18, 2013

BOARD MEMBERS PRESENT

John Adams, Chairman
Morris Osborn
Sam Grist - Absent
Richard Root
Gary Santoro
Norb Thomas
John Tanner

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember - Absent
Dawn McDonald, Senior Planner - Absent

STAFF MEMBERS PRESENT

Jacques Skutt, Community Development Director
Mike Fitzgerald, Development Coordinator
Alisha Maraviglia, Senior Planner

CALL TO ORDER

John Adams, Chairman, called the meeting to order at 3:00 p.m. and the Pledge of Allegiance was recited.

APPROVAL OF MINUTES OF MARCH 21, 2013

The minutes were approved as read.

OLD BUSINESS

None.

SWEARING IN OF THOSE GIVING TESTIMONY

Bob Williams, Attorney, gave the oath to staff and those members of the audience who indicated they would be giving testimony.

CASES TO BE HEARD

1) Resolution 2013-03 – Lake Shore Blvd. Vacate

Jacques Skutt, Community Development Director provided the following staff report;

This is a request to vacate a triangular portion (approximately 1125 square feet) of the unopened, northerly end of Lake Shore Boulevard. Jerry and Nann Webb, residents of Villa Lagoon Park, would like to replace their aging mobile home with a new double-wide unit. Their present lot is insufficient in

size to accommodate this new home and required yard setback. The road, at this northerly end, is unopened and the city maintains a sewer lift station approximately in the center of this unopened right-of-way. The proposed vacate does not impose on this lift station and the city's utility department has determined that there remains sufficient residual right-of-way to service and maintain this station and the piping connecting to it.

Chairman Adams asked if there was anyone in the audience who would like to make a comment.

Mr. David Knox of 681 Banning Beach Rd addressed the Board. He is the owner of several properties in the vicinity of Lakeshore Blvd. He communicated to the board that he opposed the vacation because it would result in encroachment into the right-of-way which many area residents use to access the lake.

In response to a question from a Boardmember, Attorney Williams explained that the City held a right to use the right of way which is separate from an ownership title. The vacation of the right to use the property would not directly result in the applicant taking ownership of the property. The applicant would have to pursue clear title to the property before being granted permission to build onto the property.

The applicant, Mrs. Nan Webb, addressed the board reiterating the reason she would like Villa Lagoon Park Incorporated to pursue acquiring title to the property.

There was conversation between the applicant and Mr. Knox regarding an adjacent property.

Chairman Adams turned the discussion over to the Planning & Zoning Board.

There was discussion among Boardmembers covering the City's legal authority to vacate the right to use the property and usability of the remaining portion of the property by the Utilities Department

MOTION

Gary Santoro moved to recommend approval of Resolution 2013-03. The motion was seconded by Richard Root. The motion carried 6-0.

ADJOURNMENT

There was no further business and the meeting adjourned at approximately 3:32 p.m.

Respectfully submitted,

_____

Alisha Maraviglia
Senior Planner

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 1, 2013

AGENDA TAB NO. 5

SUBJECT TITLE: Interlocal Agreement between Lake County, Lake Emergency Medical Services, Inc., and the City of Tavares pertaining to Advanced Life Support Services, seeking City Council Approval of the Proposed Interlocal Agreement, and Seeking Authorization for Mayor Robert Wolfe to Sign the Interlocal Agreement on Behalf of the City.

OBJECTIVE:

The objective of this agenda item is to present the proposed Interlocal agreement, between Lake County, Lake Emergency Medical Services, Inc., and the City of Tavares pertaining to Advanced Life Support (A.L.S.) services. This agenda item seeks City Council approval of the Interlocal Agreement, and seeks authorization to have Mayor Wolfe sign the agreement on behalf of the City.

SUMMARY:

The City of Tavares has expressed interest in becoming a provider of Advanced Life Support (A.L.S.) services through its Fire Department. Currently, the City of Tavares Fire Department operates at a Basic Life Support (B.L.S.) level, using fire department personnel who are dual-certified as Emergency Medical Technicians. Providing emergency medical service at the Advanced, or A.L.S. level, requires personnel who are certified in the State of Florida as licensed Paramedics.

Becoming an A.L.S. provider was identified in the Golden-Triangle Summit meetings as an important goal for Tavares to achieve, as the Cities of Eustis, Mount Dora, and Tavares work together toward a functional consolidation of their three fire departments. The goal of Tavares Fire Department becoming an A.L.S. provider was also mentioned as one of City Council's broad budget goals for Fiscal Year 2014. More importantly, however, is the fact that Advance Life Support in the pre-hospital setting has been proven to save lives.

Tavares Fire Department is the last professional "paid" fire department in Lake County to become a provider of Advanced Life Support service. Eustis and Mount Dora fire departments are already providing service at the A.L.S. level, as

are the fire departments of Clermont, Minneola, Groveland, Mascotte, Lake County, Leesburg, and the Villages.

Council approval of this Interlocal agreement does not make the City of Tavares an A.L.S. provider. Rather, approval of this agreement continues to prepare the City to be an A.L.S. provider. This Interlocal agreement will also have to be approved by Lake E.M.S. Inc. (which only meets quarterly) and the Board of County Commissioners. No hesitation from these two Boards to adopt this agreement is anticipated.

The effective date of this Interlocal agreement is October 1, 2013. The reason this agreement is coming to the aforementioned governing bodies this early is for budget and planning reasons. The City and its fire department are developing the F/Y 2014 budget now, and Staff needs to plan now for the expenditures associated with becoming an A.L.S. provider. Likewise, revenues will be coming to the City from Lake EMS tax levies, and the City needs to plan for those revenues, and the County needs to plan for that expense to be paid to the City.

This Interlocal agreement contains the following salient points:

- The agreement has an October 1, 2013 effective date.
- The agreement contains descriptions of the expectations, responsibilities, and deliverables of both the County and the City, as far as the actual provision of Advance Life Support service.
- The agreement contains a description of the revenue the City will receive (one-tenth mil [0.1 mil] ad valorem tax levy on property located with the City) for being an A.L.S. provider. Finance Director Lori Houghton, using last year's certified tax roll, estimates this would equate to $59,201 in revenue to the City.
- This agreement can be terminated by any party, so even if Council approves the agreement now, and decides during the budget process to not proceed with becoming an A.L.S. provider, the agreement before you today can be terminated.
- This agreement is the same Interlocal Agreement the County has with every municipality that operates its fire department at the Advanced Life Support service level. (Clermont, Eustis, Groveland, Lake County Fire Rescue, Leesburg, Mascotte, Minneola, Mount Dora, and the Villages.)

Option 1:

City Council may move to approve the proposed Interlocal Agreement between Lake County, Lake Emergency Medical Services, Inc., and the City of Tavares pertaining to Advanced Life Support Services, and authorize Mayor Robert Wolfe to sign the agreement on behalf of the City.

Option 2:

City Council may choose to take not approve the proposed Interlocal Agreement and direct Staff to pursue a different course of action.

STAFF RECOMMENDATION:

Staff recommends move option 1: Move to approve the proposed Interlocal Agreement between Lake County, Lake Emergency Medical Services, Inc., and the City of Tavares pertaining to Advanced Life Support Services, and authorize Mayor Robert Wolfe to sign the agreement on behalf of the City.

FISCAL IMPACT:

Expenses and revenues yet to be determined in the F/Y 2014 budget.

LEGAL SUFFICIENCY:

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

INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA,
LAKE EMERGENCY MEDICAL SERVICES, INC.
AND
CITY OF TAVARES, FLORIDA
PERTAINING TO
ADVANCED LIFE SUPPORT SERVICES

THIS INTERLOCAL AGREEMENT PERTAINING TO ADVANCED LIFE SUPPORT SERVICES (the "Agreement") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), **LAKE EMERGENCY MEDICAL SERVICES, INC.**, a non-profit corporation ("LEMS"), and **CITY OF TAVARES, FLORIDA** a municipal corporation organized and existing under the laws of the State of Florida (the "City").

WITNESSETH:

WHEREAS, on June 27, 2000, pursuant to Florida Statutes §125.01(1)(q), the County adopted an ordinance establishing the Lake County Municipal Service Taxing Unit (MSTU) for Ambulance and Emergency Medical Services, which MSTU included the following cities and towns upon the appropriate municipal ordinances approving inclusion therein: the Towns of Montverde, Lady Lake, Howey-in-the-Hills, and Astatula, and the Cities of Clermont, Minneola, Groveland, Mascotte, Tavares, Eustis, Mount Dora, Umatilla, Leesburg, and Fruitland Park; and

WHEREAS, subsequent to the creation of the MSTU and pursuant to Section 163.01, Florida Statutes, the County created Lake Emergency Medical Services, Inc., a not-for-profit corporation, which is funded by the taxes levied through the MSTU; and

WHEREAS, the City is a municipal corporation which operates a fire department and desires to provide first response advanced life support (ALS) services on a regular basis to City residents, and on a mutual aid basis to County residents; and

WHEREAS, in order to provide such services, the City needs a licensed physician to provide medical director services to the City; and

WHEREAS, LEMS has a licensed physician on staff who serves as medical director to LEMS and whose job description includes that such services shall be provided to cities, counties and not-for-profit corporations that have entered into interlocal agreements with LEMS; and

WHEREAS, the City desires to have its non-transport vehicles licensed and operated under LEMS' Certificate of Public Convenience and Necessity and other state licenses; and

WHEREAS, this Agreement improves efficiency and saves MSTU fund dollars, due to LEMS' reduced need for ambulances and other costly equipment in the field; and

WHEREAS, because of the savings to the MSTU fund and increase in efficiency, the parties agree to compensate the City for provision of ALS services; and

WHEREAS, the parties have determined it is in the best interests of the citizens of the respective service areas to enter into this Agreement for provision of ALS services.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

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

Section 2. **City Responsibilities.**

A. The City shall provide first response advanced life support services on a regular basis to the residents of the City and on a mutual aid basis to the residents of the County, provided that adequate resources are available. The City agrees not to provide transport services.

B. The City shall ensure that at least one (1) certified paramedic is on duty within the City twenty-four (24) hours per day, seven (7) days per week, and may require other paramedics or certified Emergency Medical Technicians (EMTs) to be on duty if the City, in its sole discretion, determines such addition personnel are necessary to provide the services required under this Agreement.

C. The City shall ensure that all paramedics and EMTs employed by the City operate under the medical protocols mandated by the LEMS medical director and under the medical direction employed by LEMS.

D. The City shall ensure that all paramedics and EMTs employed by the City, as well as other City personnel directly involved in providing ALS services pursuant to this Agreement, abide by all relevant terms and conditions of the LEMS' medical director's job description, a copy of which shall be made available upon request of any party. It is expressly understood that the Medical Director is not an employee of the City, and the City shall not be obligated to

provide indemnification, legal defense, or any form of compensation to either the Medical Director or LEMS.

E. The City shall ensure that all paramedics and EMTs employed by the City, as well as other City personnel directly involved in the provision of ALS services pursuant to this Agreement, shall comply with state and federal law in the provision of such services.

F. The City shall allow LEMS' paramedics, EMTs, and other LEMS personnel providing ALS services to attend training sessions which are provided by the City for its own employees at no cost to LEMS or its employees and personnel. Such training may include re-certification classes, state required continuing education classes and any other ongoing training provided by the City.

G. The City shall assist in developing medical protocols and quality assurance programs for the provision of ALS services.

H. The City shall purchase equipment, which in its sole discretion, is necessary for City personnel to provide ALS services pursuant to this Agreement.

I. The City shall purchase any initial disposable supplies needed for City personnel to provide ALS services pursuant to this Agreement.

Section 3. LEMS Responsibilities.

A. LEMS shall authorize its Medical Director to provide services to the City and shall allow the City to operate its non-transport ALS vehicles under LEMS' Certificate of Public Convenience and Necessity, and other state and federal licenses.

B. LEMS shall establish protocols with the City and provide medical direction for the provision of ALS services.

C. LEMS shall allow City paramedics, EMTs and other City personnel directly involved in the provision of ALS services pursuant to this Agreement to attend training sessions which are provided by LEMS for its own employees at no cost to City or its employees. Such training may include recertification classes, state required continuing education classes and any other ongoing training provided by LEMS.

D. LEMS shall replace any disposable supplies used by the City in providing ALS services pursuant to this Agreement and exchange other equipment on an as-needed basis at no cost to the City after the City has purchased the initial disposable supplies.

1. If any party fails to comply with any of the terms and provisions of this Agreement, the complying party(ies) shall notify the non-complying party in writing by certified mail specifying the non-compliance and indicating all necessary steps to regain compliance;
2. The non-complying party shall have five (5) days from receipt of the notice of non-compliance to cure the non-compliance; and
3. If the non-complying party fails to cure the non-compliance within five (5) days from receipt of the notice of non-compliance, the complying party(ies) may immediately terminate this Agreement.

Section 6. **Notices.** All required notices pursuant to this Agreement shall be provided to:

A. For City:

City Manager
P.O. Box 1068
Tavares, Florida 32778

B. For County:

County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

Lake County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

C. For LEMS:

Welton G. Cadwell, Chairman
c/o Lake County Board of County Commissioners
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

Executive Director
Lake Emergency Medical Services, Inc.
2671 West Old Highway 441
Mount Dora, Florida 32757

E. LEMS shall provide, at no cost to the City, any drugs required by City personnel to provide ALS services pursuant to this Agreement.

F. If equipment is available, LEMS shall provide equipment on loan to the City when City-owned equipment requires repair or at such other times as LEMS and City personnel agree.

G. LEMS shall be responsible for complying with all applicable provisions of Chapter 401, Florida Statutes, and Chapter 64J, Florida Administrative Code.

Section 4. Compensation.

A. In exchange for the City's provision of ALS services, the County shall pay to the City, in monthly installments in advance, the dollar amount that would be raised by a one-tenth mil (0.1 mil) ad valorem tax levy on property located in the City. The payment shall be derived by using the final assessment roll as approved by the Department of Revenue, and then dividing by twelve (12) to compute the amount of the monthly installments. If the final assessment roll has not been approved by the Department of Revenue on the first day of October, then the monthly payment shall be calculated by using the July 1st preliminary assessment roll as approved by the Department of Revenue. Payments shall be adjusted retroactively to the October payment after the Department of Revenue approves the final assessment roll.

B. The funding allocated to the City will be utilized for and limited to emergency medical and advanced life support services and activities.

Section 5. Effective Date, Term and Termination.

A. After execution of this Agreement by all parties, the effective date of this Agreement shall be October 1, 2013. The initial term of this Agreement shall be a period of one (1) year, and shall thereafter automatically renew for subsequent one (1) year periods unless any party notifies the other parties in writing by certified mail of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Agreement term. If such written notification is given, this Agreement shall expire at the end of the then-current term.

B. Any party may terminate this Agreement at any time without cause upon sixty (60) days notice to the other parties in writing by certified mail of its intent to terminate. If such written notification is given, this Agreement shall expire upon the proposed date of termination.

C. Any party may terminate this Agreement with cause under the following circumstances:

Section 7. **Modification.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith.

Section 8. **Incorporation.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this agreement that are not contained in this document.

Section 9. **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 of this Agreement, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement repeals and replaces any prior representations, statements, or agreements concerning the subject of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2013; Lake Emergency Medical Services, Inc. through its Board of Directors, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2013; and City through its duly authorized representative authorized to execute same by City Council action on the _____ day of _____, 2013.

COUNTY

LAKE COUNTY, through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2013.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

LEMS

LAKE EMERGENCY MEDICAL SERVICES, INC.

ATTEST:

_____
Executive Director
Lake Emergency Medical
Services, Inc.

_____
Welton G. Cadwell, Chair

This _____ day of _____, 2013.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

CITY

ATTEST:

CITY OF TAVARES, FLORIDA

_____
City Clerk

_____
Robert Wolfe, Mayor

This _____ day of _____, 2013.

Approved as to form and legality:

_____
City Attorney

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: MAY 1, 2013

AGENDA TAB NO. 6

SUBJECT TITLE: Request to Consider Proposed Sale of Tavares Water Taxis

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OBJECTIVE:

To consider the proposed sale of the Tavares water taxis.

SUMMARY:

In 2008, City accepted the transfer of two surplus water taxis from Broward County. The City refurbished the two boats, the Capt. Haynes and the Major St. Clair Abrams and had them certified for passenger use by the U.S. Coast Guard.

In the time frame 2008 -2010 the City used the water taxis to provide passenger service between Tavares and Mount Dora during special events.

In 2011 as the drought continued water levels in Lake Dora dropped to the extent that empty water taxis would drag bottom at the "sandbar cut" between Tavares and Mount Dora. It became impossible to safely operate the boats with the low water levels in Lake Dora. Drought conditions and low Lake Dora water levels continue to persist to date.

At the August 1, 2012 Budget Workshop, Council considered a request for $45,000 in the 2012/13 Budget in order to pull both water taxis to dry dock in order to have the Coast Guard 5-year recertification inspection. Council decided not to have the boats recertified and directed staff to sell the water taxis. Coast Guard certification on the two water taxis expired in February 2013.

At one point, it was thought that the proceeds of any sale of the water taxis would have to be shared 80% - 20% with the federal government since it was believed at that time that the two boats were originally purchased with Federal funds. Subsequent research has determined that no federal funds were used to purchase the two Tavares water taxis and that Tavares can retain the full proceeds from the sale of the boats.

At its meeting held January 16, 2013, City Council authorized staff to issue an RFP for the services of a boat broker to assist the City in the sale of the water taxis. Only one response was received and a separate item will be brought to Council for the services if Council decides not to accept the purchase offer contained with this item. It should also be noted that the proposed contract for

the boat broker calls for a minimum of a 10% sales commission when the boats are sold.

During the time that the RFP was issued, staff was approached by the City of Bridgeport, CT. concerning the purchase of the boats. During their "due diligence" Bridgeport hired an independent marine surveyor to assess the value of the boats. While ultimately Bridgeport decided the Tavares water taxis were not powerful enough for their ocean tidal flow environment, they did share the results of the independent marine surveyor. The independent marine surveyor opined the value of the Major St. Clair Abrams to be $30,000 and the Capt. Haynes to be $60,000 with the difference in value being the mechanical condition of the Major St. Clair Abrams.

Subsequently, staff was also contacted by representatives of the East Madeira Corp. regarding their interest in the water taxis. After an on-site visit and inspection of the water taxis, the Madeira Corp. offered $28,000 for the purchase of the Major St. Clair Abrams (see attached Boat Purchase and Sale Agreement). After further discussion, the Madeira Corp. submitted an offer to purchase both water taxis for $75,000 (see attached Boat Purchase and Sale Agreement). Both agreements specify the purchase of the boats "as is, where is" with the buyer responsible for the costs of pulling the boats out of the water and transporting them to the Buyer's location.

OPTIONS:

1. The Council moves to approve the attached Boat Purchase and Sale Agreement to sell the Major St. Clair Abrams for $28,000, and authorize that the funds from the sale of the boats be deposited in the CRA/TIF Fund, but restrict the funds for future appropriations for the Wooton Park Expansion.

2. The Council moves to approve the attached Boat Purchase and Sale Agreement to sell the Major St. Clair Abrams and the Capt. Haynes for a total purchase price of $75,000, and authorize that the funds from the sale of the boats be deposited in the CRA/TIF Fund, but restrict the funds for future appropriations for the Wooton Park Expansion.

3. The Council does not approve either Agreements and hires an independent boat broker to assist in the sale of the water taxis.

STAFF RECOMMENDATION:

The Council moves to approve the attached Boat Purchase and Sale Agreement to sell the Major St. Clair Abrams and the Capt. Haynes water taxis for a total purchase price of $75,000, and authorize that the funds from the sale of the

boats be deposited in the CRA/TIF Fund, but restrict the funds for future appropriations for the Wooton Park Expansion.

FISCAL IMPACT:

The $75,000 proceeds from the sale will be restricted within the CRA budget for future improvements of the Wooton Park Expansion project as may be approved by the City Council.

LEGAL SUFFICIENCY:

This proposal has been reviewed and approved by the City Attorney.

BOAT PURCHASE & SALE AGREEMENT

Agreement made this 15 day of April, 2013 by and between Corcat Holdings LLC ("Buyer") and City of Tavares, Florida, a Florida municipal corporation ("Seller").

1. Buyer agrees to purchase and Seller agrees to sell all rights, title and interest to the vessels described as:

NAME:Major St Clair Abrams MAKE:Water Taxi
TYPE:Passenger Vessel
LENGTH:42 feet
REGISTRATION OR DOCUMENTATION NO:1166999
HULL NO.CNL42029H405 MODEL YEAR:2005

Equipment and accessories included in the sale of the vessels is listed below and is presumed to include all gear, machinery, equipment, furnishings and all other articles presently on or affixed to the vessels unless excluded in the next section:
_____.
Items or equipment on the vessels that are specifically excluded:
_____None_____(if none, state "None.").
(The vessels and all inclusions are referred to as "Vessels").

2. The Purchase Price is Twenty Eight Thousand and 00/100 dollars ($28,000.00). The Sum of Three Thousand and 00/100 dollars ($3,000.00) is hereby paid to the escrow account of the Williams, Smith & Summers, P.A. ("Escrow Agent") as a deposit toward the Purchase Price subject to the terms of this Agreement ("Deposit").

3. This Offer shall be accepted by Seller, and written evidence of such acceptance shall be delivered to Broker, on or before 5:00 p.m. on April 17, 2013 or this Offer shall be deemed revoked and the Deposit shall be returned to Buyer.

4. Buyer shall have 5 days in which to inspect and survey the Vessels and to notify Seller if Buyer wishes to cancel the purchase of the Vessels.

5. (a) The purchase and sale of the Vessels shall be subject to the following (if there are no contingencies, write "None"): None. "As is" and "where is" sale.

6, If vessels is destroyed prior to closing by an Act of God, or other cause, this Offer shall become null and void and the Deposit, less all expenses against the Vessels incurred on behalf of Buyer (if any), shall be returned to Buyer.

7. If Buyer does not terminate this Offer as provided herein, then the purchase and sale under this Offer shall close no later than ten (15) days from effective date ("Closing Date").

8. In the event the closing is not consummated due to non-performance or other default of Buyer, including but not limited to a failure of Buyer to pay monies due or execute all documents necessary to be executed by Buyer for completion of the purchase by the closing date, the Deposit shall be paid to Seller as liquidated and agreed damages, and the parties shall be relieved of all obligations under this Offer.

9. In the event the closing is not consummated due to non-performance of Seller regarding any of the covenants in this Offer, all money paid and deposited pursuant to this contract by Buyer shall be returned to the Buyer upon demand, less all expenses incurred against the Vessels on behalf of Buyer; Or the Buyer shall have the right of specific performance.

10. Seller warrants and represents the Vessels is being purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereinafter, and Seller warrants and will defend that he has good and marketable title thereto and will deliver to the Broker all necessary documents for transfer of title to the Buyer on or before the Closing Date. Final payment shall be due at time of closing shall be in the form of a CASHIER'S CHECK OR WIRE TRANSFER TO ESCROW AGENT as cleared or negotiable funds acceptable to Seller. On the Closing Date, the Vessels shall be delivered to Seller at Wooten Park dock, Tavares, Florida, where is and as is, together with all gear, machinery, equipment, furnishings and all other articles and appurtenances Buyer and Seller agree upon as noted in Section 1.

11. It is agreed by the parties that the risk of loss, damage or destruction of the Vessels and equipment shall be borne by the Seller until the transaction is closed. Seller shall continue to insure the Vessels until the Closing Date.

12. Sales or use taxes, if applicable on this purchase, are the responsibility of Buyer and will be paid by Buyer as required by applicable law. Seller shall further pay any cost associated with and shall cooperate fully to obtain any authorization for sale required from any governing authority.

13. Information on the Vessels is believed to be good and correct and Broker offers such information in good faith, but does not and cannot guarantee the accuracy of the same. After the provisions herein have been complied with and this transaction has been completed, it is understood and agreed that the Buyer has accepted the vessels in its "as is" and "whereas" condition, and no warranty, either expressed or implied.

14. This Offer shall be binding on all parties herein, their heirs, personal representatives and/or assigns. Seller agrees not to sell the Vessels or enter into any other contract for the sale of the Vessels while this Offer is in effect. If a sale is not consummated per the terms of this Agreement, and the Buyer and Seller make direct arrangements between themselves for the transfer of ownership of the Vessels within two years after this agreement is terminated

15. This document constitutes the entire agreement between the parties hereto and it is agreed and understood there are no other duties, obligations, liabilities or warranties, implied or otherwise, except as referred to in the addendum, if any is attached.

16. Any legal action brought by or against either party under the terms of this Offer shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the County of Lake and the State of Florida, respectively.

17. Seller agrees to sell the above described vessel on the terms and conditions stated in this Offer. Seller and Buyer recognize and acknowledge that there is no Broker or sales agent involved in this transaction. Buyer and Seller understand and agree that specifications regarding the Vessels are for informational purposes only. Seller obtained the data from sources believed to be reliable, but such information is not guaranteed by Seller.

IN WITNESS WHEREOF, the undersigned Buyer has executed this PURCHASE AND SALE AGREEMENT on the date indicated below and acknowledges receipt of a copy hereof.

BUYER: Corcat Holdings LLC

Dated: 4-15-13

SELLER ACCEPTANCE

The undersigned Seller accepts this Offer and agrees to sell the Vessels on the above terms and conditions.

Seller acknowledges receipt of a copy of this Offer and authorizes Cramer Marine, Inc. to deliver a signed copy hereof to Buyer.

SELLER:

_____

Dated:_____

Deposit Receipt

Receipt of $3000.00 per paragraph 2 above is hereby acknowledged, in the form of (check #, bank. etc.) on _____ (insert date received).

By:_____

Escrow Agent

Williams, Smith & Summers, P.A.

BOAT PURCHASE & SALE AGREEMENT

Agreement made this 19 day of April, 2013 by and between Corcat Holdings LLC ("Buyer") and City of Tavares, Florida, a Florida municipal corporation ("Seller").

1. Buyer agrees to purchase and Seller agrees to sell all rights, title and interest to the vessels described as:

NAME: Major St Clair Abrams MAKE: Water Taxi
TYPE: Passenger Vessel
LENGTH: 42 feet
REGISTRATION OR DOCUMENTATION NO: 1166999
HULL NO.CNL42029H405 MODEL YEAR: 2005

NAME: Captain Haynes MAKE: Water Taxi
TYPE: Passenger Vessel
LENGTH: 42 feet
REGISTRATION OR DOCUMENTATION NO: 1165452
HULL NO.CNL42028G404 MODEL YEAR: 2004

Equipment and accessories included in the sale of the vessels is listed below and is presumed to include all gear, machinery, equipment, furnishings and all other articles presently on or affixed to the vessels unless excluded in the next section:
_____.
Items or equipment on the vessels that are specifically excluded:
_____None_____(if none, state "None.").
(The vessels and all inclusions are referred to as "Vessels").

2. The Purchase Price is Seventy Five Thousand and 00/100 dollars ($75,000.00). The Sum of Three Thousand and 00/100 dollars ($3,000.00) is hereby paid to the escrow account of the Williams, Smith & Summers, P.A. ("Escrow Agent") as a deposit toward the Purchase Price subject to the terms of this Agreement ("Deposit").

3. This Offer shall be accepted by Seller, and written evidence of such acceptance shall be delivered to Broker, on or before 5:00 p.m. on May 2nd, 2013 or this Offer shall be deemed revoked and the Deposit shall be returned to Buyer.

4. Buyer shall have 5 days in which to inspect and survey the Vessels and to notify Seller if Buyer wishes to cancel the purchase of the Vessels.

5. (a) The purchase and sale of the Vessels shall be subject to the following (if there are no contingencies, write "None"): None. "As is" and "where is" sale.

6, If vessels is destroyed prior to closing by an Act of God, or other cause, this Offer shall become null and void and the Deposit, less all expenses against the Vessels incurred on behalf of Buyer (if any), shall be returned to Buyer.

7. If Buyer does not terminate this Offer as provided herein, then the purchase and sale under this Offer shall close no later than Fourteen (14) days from effective date ("Closing Date").

8. In the event the closing is not consummated due to non-performance or other default of Buyer, including but not limited to a failure of Buyer to pay monies due or execute all documents necessary to be executed by Buyer for completion of the purchase by the closing date, the Deposit shall be paid to Seller as liquidated and agreed damages, and the parties shall be relieved of all obligations under this Offer.

9. In the event the closing is not consummated due to non-performance of Seller regarding any of the covenants in this Offer, all money paid and deposited pursuant to this contract by Buyer shall be returned to the Buyer upon demand, less all expenses incurred against the Vessels on behalf of Buyer; Or the Buyer shall have the right of specific performance.

10. Seller warrants and represents the Vessels is being purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereinafter, and Seller warrants and will defend that he has good and marketable title thereto and will deliver to the Broker all necessary documents for transfer of title to the Buyer on or before the Closing Date. Final payment shall be due at time of closing shall be in the form of a CASHIER'S CHECK OR WIRE TRANSFER TO ESCROW AGENT as cleared or negotiable funds acceptable to Seller. On the Closing Date, the Vessels shall be delivered to Seller at Wooten Park dock, Tavares, Florida, where is and as is, together with all gear, machinery, equipment, furnishings and all other articles and appurtenances Buyer and Seller agree upon as noted in Section 1.

11. It is agreed by the parties that the risk of loss, damage or destruction of the Vessels and equipment shall be borne by the Seller until the transaction is closed. Seller shall continue to insure the Vessels until the Closing Date.

12. Sales or use taxes, if applicable on this purchase, are the responsibility of Buyer and will be paid by Buyer as required by applicable law. Seller shall further pay any cost associated with and shall cooperate fully to obtain any authorization for sale required from any governing authority.

13. Information on the Vessels is believed to be good and correct and Broker offers such information in good faith, but does not and cannot guarantee the accuracy of the same. After the provisions herein have been complied with and this transaction has been completed, it is understood and agreed that the Buyer has accepted the vessels in its "as is" and "whereas" condition, and no warranty, either expressed or implied.

14. This Offer shall be binding on all parties herein, their heirs, personal representatives and/or assigns. Seller agrees not to sell the Vessels or enter into any other contract for the sale of the Vessels while this Offer is in effect. If a sale is not consummated per the

terms of this Agreement, and the Buyer and Seller make direct arrangements between themselves for the transfer of ownership of the Vessels within two years after this agreement is terminated

15. This document constitutes the entire agreement between the parties hereto and it is agreed and understood there are no other duties, obligations, liabilities or warranties, implied or otherwise, except as referred to in the addendum, if any is attached.

16. Any legal action brought by or against either party under the terms of this Offer shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the County of Lake and the State of Florida, respectively.

17. Seller agrees to sell the above described vessel on the terms and conditions stated in this Offer. Seller and Buyer recognize and acknowledge that there is no Broker or sales agent involved in this transaction. Buyer and Seller understand and agree that specifications regarding the Vessels are for informational purposes only. Seller obtained the data from sources believed to be reliable, but such information is not guaranteed by Seller.

IN WITNESS WHEREOF, the undersigned Buyer has executed this PURCHASE AND SALE AGREEMENT on the date indicated below and acknowledges receipt of a copy hereof.

BUYER: _____, Corcoat Holdings LLC

Dated: 4-18-13

SELLER ACCEPTANCE

The undersigned Seller accepts this Offer and agrees to sell the Vessels on the above terms and conditions.

Seller acknowledges receipt of a copy of this Offer and authorizes Cramer Marine, Inc. to deliver a signed copy hereof to Buyer.

SELLER:

_____

Dated: _____

Deposit Receipt

Receipt of $_____ per paragraph 2 above is hereby acknowledged, in the form of (check #, bank. etc.) on _____ (insert date received).

By: _____

Escrow Agent

Williams, Smith & Summers, P.A.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: MAY 1, 2013

AGENDA TAB NO. 7

SUBJECT TITLE: Approval of Proposal for a Boat Broker to Assist in the Sale of Tavares Water Taxis

OBJECTIVE:

To approve an Agreement for a Boat Broker to assist in the sale of the in the sale of the Tavares Water Taxis.

SUMMARY:

In late 2007, the City acquired two surplus water taxis from Broward County and in 2008 refurbished the boats to provide water taxi service between Tavares and Mount Dora during special events. While the water taxis were used for selected special events during 2008 and 2009, low water levels in Lake Dora exposed a sandbar between Tavares and Mt Dora to a point where the boats cannot safely traverse from the Tavares side of the Lake to the Mt. Dora side of the Lake.

There is little relief in sight to solving the low water levels in the Harris Chain of Lakes and the cost to address the sand bar issue during low lake levels is significant.

During budget deliberations this past summer, Council authorized staff to disburse of the two water taxis. Through further subsequent research, it has been determined that the City will not be required to return any portion of the sale proceeds back to the federal government.

In researching possible sale venues, staff determined that the water taxis are a specialized water craft and the assistance of a professional Boat Broker would be helpful. At its meeting held January 16, 2013 Council authorized staff to issue and RFP for professional assistance in the sale of the water taxis from a "yacht type broker" familiar with the marketing and sale of specialized water craft.

Staff issued and advertized the RFP and one response was received from Scott Ales, a Eustis resident who is experienced in the sale and purchase of specialized vehicles and watercraft. The attached proposed agreement calls for a minimum 10% commission to Mr. Ales on the purchase price of the sold watercraft.

There is a previous item on this same Council Agenda regarding the proposed sale of one or two of the water taxis. If Council approves the proposed sale of both water taxis, this item becomes moot and can be pulled from the Agenda.

OPTIONS:

1. That the City Council approve the attached Agreement for professional assistance in the sale of the Tavares water taxis.

2. That the City Council not approve the attached Agreement for professional assistance in the sale of the Tavares water taxis.

RECOMMENDATION

Staff recommends that the Council approve Option 1 – Agreement with Scott Ales for assistance with the sales of the Tavares water taxis.

FISCAL IMPACT:

Fiscal impact will be determined when the water taxis are sold.

LEGAL SUFFICIENCY:

Both options are legally sufficient.

BRS

Bowen Radson Schroth, P.A.
Attorneys at Law

600 Jennings Avenue, Eustis, Florida 32726
Telephone (352) 589-1414
Facsimile (352) 589-1726
www.BRSlegal.com

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Zachary T. Broome
Katrina H. Dempsey*
Laura L. Lightsey
Todd J. Mazenko
Jason M. Radson**
Derek A. Schroth***

Florida Registered Paralegals
Chantal C. Bernhard
Tami Brosman Cohen
Amy McCain Hasselbring
Elaine Platt

* Also Admitted to Practice in Pennsylvania and the District of Columbia
** Florida Supreme Court Certified Circuit Civil and County Mediator
*** Board Certified in City, County and Local Government Law

Email Address:
dschroth@brslegal.com

February 21, 2013

Via HAND DELIVERY

COPY

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

Re: RFP 2013-0008

Dear Mr. Rumble:

This firm has the pleasure of representing Scott Ales, Inc. who submits this proposal for the advertised Boat Brokers/Sales Assistance position as follows:

I. **Experience**

Scott Ales, Inc. is experienced in specialty auction sales and its principal, Mr. Scott Ales, has over twenty years (20) experience in specialty auction sales.

II. **Approach and Scope of Services**

Scott Ales, Inc. will sell the City's two surplus water taxis at auction through online services selected by Scott Ales, Inc. in its sole discretion. Scott Ales, Inc. will market the sale of the two surplus water taxis at auction by producing a marketing video featuring the taxis as well as photograph the taxis. The parties will establish a reserve for the auction. In the event the two surplus water taxis do not sell at auction with the reserve on or before November 20, 2013, Scott Ales, Inc. will sell the two surplus water taxis with no reserve on or before March 30, 2014. The City is responsible for all maintenance of the water taxis and warrants to Scott Ales, Inc. the water taxis will operate and float from now until the time of the sale. The water taxis will remain

in the City's possession until the sale is final and Scott Ales, Inc. is not responsible for theft, vandalism or other losses or damage regarding the water taxis.

III. **Reference**

Mecum Auctions
Dana Mecum, President
445 South Main Street
Walworth, WI 53184
PHONE 262-275-5050
FAX 262-275-3424

IV. **Proposed Cost**

The cost will not exceed twenty percent (20%) of the auction price. A maximum of ten percent (10%) of the auction sold price will be paid to Scott Ales, Inc. and a maximum of an additional ten percent (10%) of the auction sold price will be paid to the auction company assisting in the auction. Scott Ales, Inc. will make diligent effort to shift some of the fees to the Buyer when possible. The fees will be paid upon successful completion of the sale.

V. **Examples of Equipment Auctioned – Last 5 years**

Five previous sales of equipment value/scope within the last five years (color photos and other documentation attached):

a. 1984 Kenworth W900 tractor and hospitality Trailer, Sold $80,000
b. 1966 Riva Super Aquarama 28' wooden pleasure boat, Sold $775,000
c. 1989 Link Belt HC-108C 45 ton Truck Crane, Sold $153,000
d. 2006 Prevost H3-45 Vantare Motorhome, Sold $625,000
e. Do It Yourself Car Wash located in rural Iowa, Sold $76,000

VI. **Contract**

The proposed contract is enclosed.

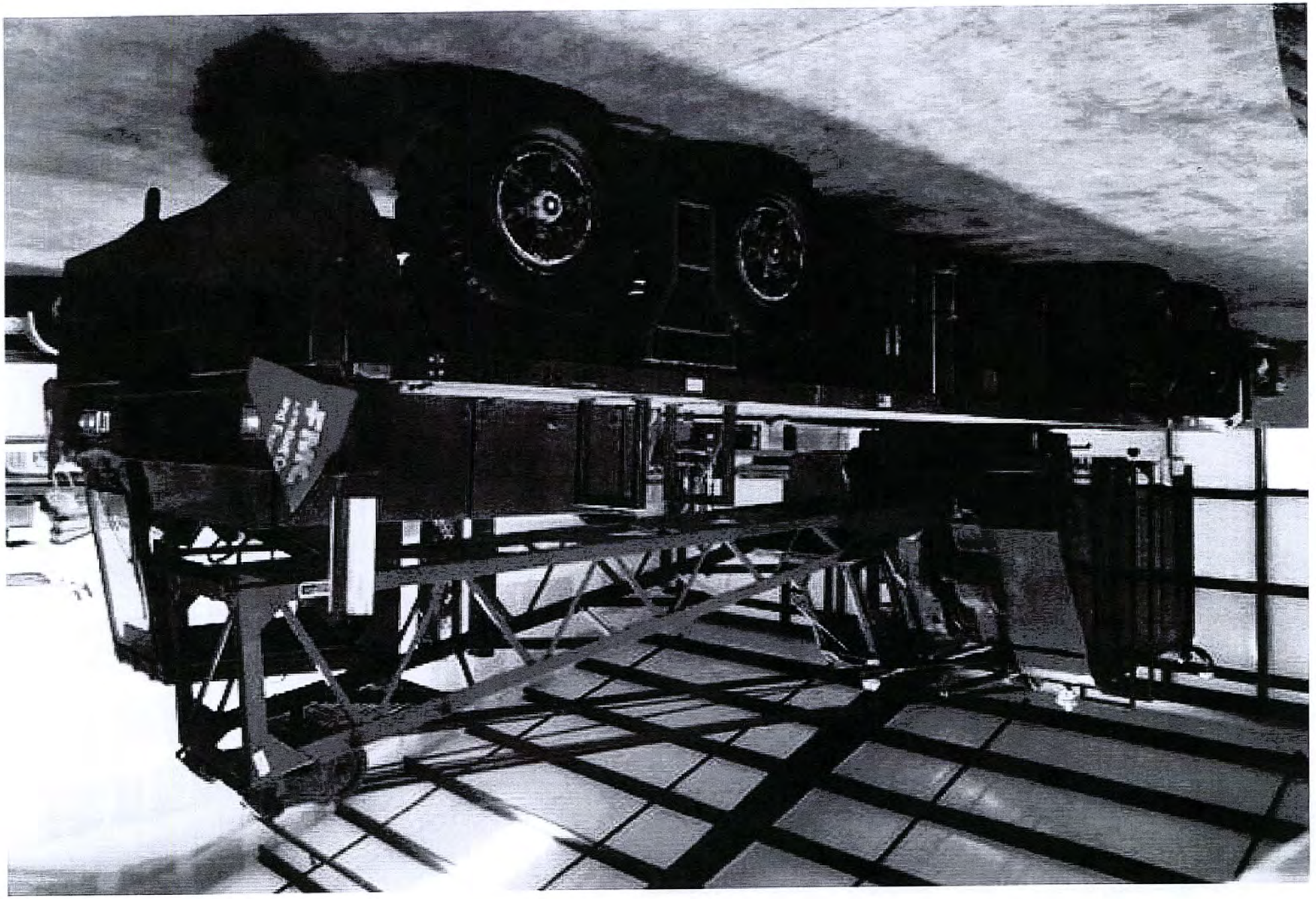
VII. **Liability Insurance**

A copy of the General Liability Declarations is enclosed.

Sincerely,

Derek A. Schroth

DAS/amh
Enclosures



Trucks & Campers Too

Unreserved Auction

NEWS RELEASE

Iowa Self-service Car & Truck Wash to sell in
Ritchie Bros. Unreserved Auction

FOR IMMEDIATE RELEASE: February 15, 2006

DELTA, IA ? A self-service car and truck wash located in Delta, IA is being sold by unreserved auction for the first time ever at a Ritchie Bros. auction in Chicago, IL on March 10, 2006 at approximately 11 a.m.

?It definitely is an unusual occurrence to see a car wash in an unreserved auction, and for us it?s the first time we?ve ever sold one,? says Will McLemore, Real Estate Auction Division Sales Manager for Ritchie Bros. Auctioneers. ?An unreserved auction, like the one that this car wash is in, means that every item sells on sale day to the highest bidder, regardless of price. There are no mimimum bids and no reserve prices. It is up to the crowd to decide the final price on auction day.?

The Chicago multi-million dollar Ritchie Bros. auction promises to be an exciting event. It?s a 3-day auction, with hundreds of interested bidders expected to attend. It takes place at 2400 Ritchie Road (near I-80 and IL47) in Morris, Illinois and starts at 8 a.m. daily. The auction is a complete dispersal for P.E. Equipment LLC and there is also equipment in the sale from: Contracting & Materials Co., G.A. Blocker Grading Contractor, J&J Steel, Martin Equipment of Illinois Inc., R.A. Bright Inc., Rieth-Riley Construction Company, Ryan Equipment Company and other owners. Some of the equipment highlights include: a 2001 Hitachi EX750LC-5; Three-Cat D6M LGP Crawler Tractors; Two-1998 Cat 980G Wheel Loaders; 17-Terex TS14B Motor Scrapers and five-2004 Peterbilt 378 T/A Truck Tractors.

The ?Mighty Good Car Wash?, located in Delta, IA, is on a main thoroughfare with great access. The self-service car wash has three bays, in-floor heat (propane), an Ergomax E65 and Lochinvar Boiler water heating system, a time/temperature sign, an Ecowater Systems 17? x 58? tank (water softener) and a Hydrominder 506 product dispensing system. The car wash was built in 1998, uses city sewer, and has four 4? x 8? septic tanks/sediment pits.

?This car wash is the only one in a 15-mile radius,? says McLemore.

The car wash is located on Center Street in Delta, Iowa, and will be sold in the Ritchie Bros. Auctioneers Chicago, Illinois 3-day auction. This property/real estate will be sold on Day 3, March 10 at approximately 11 a.m. to the highest bidder, regardless of price.

Interested bidders are able to check out the car wash ahead of time in person, or can send someone to do it on their behalf. Pictures and more details are available online at

Unreserved Auction

NEWS RELEASE

Iowa Self-service Car & Truck Wash to sell in
Ritchie Bros. Unreserved Auction

FOR IMMEDIATE RELEASE: February 15, 2006

DELTA. IA ? A self-service car and truck wash located in Delta, IA is being sold by unreserved auction for the first time ever at a Ritchie Bros. auction in Chicago, IL on March 10, 2006 at approximately 11 a.m.

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Interested bidders are able to check out the car wash ahead of time in person, or can send someone to do it on their behalf. Pictures and more details are available online at

WESTFIELD INSURANCE
Sharing Knowledge. Building Trust.®

RENEWAL
GENERAL LIABILITY DECLARATIONS

COMPANY PROVIDING COVERAGE	WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS	AGENCY	09-09499	PRDD.	000
S.D. ENTERPRISES INC. DBA SCOTT ALES,INC. 2461 E. CROOKED LAKE CLUB BLVD EUSTIS FL 32726	LANIER UPSHAW INC PO BOX 468 LAKELAND FL 33802-0468 TELEPHONE 863-686-2113			

Policy Number: CWP 4 724 483 | 20 | **WIC Account Number:** 0900368615 | M

Policy Period From 02/20/13 To 02/20/14 at 12:01 A.M. Standard Time at your mailing address shown above.

LIMITS OF INSURANCE -

General Aggregate Limit (Other Than Products/Completed Operations)		$2,000,000
Products/Completed Operations Aggregate Limit		$2,000,000
Personal & Advertising Injury Limit (Per Person Or Organization)		$1,000,000
Each Occurrence Limit		$1,000,000
Damage to Premises Rented to You Limit	(Any One Premises)	$100,000
Medical Expense Limit	(Any One Person)	$5,000

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM $4,403.00

Deductible Liability Insurance Applies

Forms And Endorsements Applicable To This Coverage Part:
CG2167 1204 , CG2141 1185 , CG0300A 0196*, CG0001 1207 , IL0021 0908 ,
CG7000 1298 , CG2503 0509 , CG2504A 0509 , CG2147 1207 , CG0068 0509 ,
CG2170 0108 , CG0220 0312*, CG2426 0704 .

Auction Agreement

The City of Tavares (hereinafter "Owner") desires to sell its two surplus water taxis (hereinafter the "Water Taxis"), through an auction to the highest bidder. Scott Ales, Inc. (hereinafter "Auctioneer") desires to sell the Water Taxis at auction.

1. Exclusive Agreement to Sell

Owner agrees to exclusively use Auctioneer to sell the Water Taxis to the highest successful bidder at an auction chosen by Auctioneer in Auctioneer's sole discretion.

2. Auctioneer's Obligations

A. Marketing of Water Taxis Auction

Auctioneer, at Auctioneer's sole expense, shall actively market the Water Taxis through a marketing video for the purpose of enticing and soliciting prospective bidders for and creating public interest in the Water Taxis.

B. Access to Water Taxis

Although Auctioneer has a right to access the Water Taxis for videography, photography, inspection, and operation, at no time shall Auctioneer possess the Water Taxis. Auctioneer shall not be responsible for any damage to or loss of the Water Taxis at any time for any reason. Auctioneer has the right to access, display and operate the Water Taxis for marketing purposes. Auctioneer shall provide 24 hours' notice to Owner prior to accessing, displaying or operating the Water Taxis. Owner may supervise Auctioneer during Auctioneer's access, display or operation of the Water Taxis.

C. Auction Date

Auctioneer shall hold a reserve online auction (or several reserve online auctions if Auctioneer deems appropriate) of the Water Taxis on or before November 20, 2013. The amount of the reserve will be decided by Owner and Auctioneer.

If the Water Taxis are not sold with a reserve on or before December 1, 2013, the Auctioneer shall conduct a no-reserve auction on or before March 30, 2014. Auctioneer may choose the no-reserve auction in Auctioneer's sole discretion. The sale is F.O.B. at the City of Tavares docks on the shores of Lake Dora.

D. Auctioneer Compensation

The total compensation paid by Owner shall not exceed twenty percent (20%) of the auction sold price ("Hammer Price"). Auctioneer shall be compensated at an amount not to exceed ten percent (10%) of the Hammer Price and any auction company assisting Scott Ales, Inc. shall also be compensated in amount not exceed ten percent (10%) of the Hammer Price. Scott Ales, Inc., shall make diligent effort to shift some of the auction fees to the highest successful bidder if possible.

3. Owners' Obligations and Assurances

A. Unencumbered Ownership Warranty

Owner warrants it is the exclusive owner of the Water Taxis and that there are no encumbrances, liens, or any filed claims asserting ownership of the Water Taxis.

B. No Encumbrances

Owner shall not encumber the Water Taxis in any way or sell any interest in the Water Taxis outside an Auction without Auctioneer's express written consent.

C. Owner's Availability to Auctioneer

Owner shall be available before and during the auction to answer Auctioneer's questions about the Water Taxis.

D. Maintenance and Warranty

Owner shall be responsible for all maintenance of the Water Taxis and warrants the Water Taxis will be properly maintained and operational (afloat and properly running) from the date this Agreement is signed and all times thereafter until the Auctioneer sells the Water Taxis. Owner is responsible for any damage incurred to, relating to or arising from the Water Taxis for any reason at any time. Owner shall keep the Water Taxis insured during the duration of this Agreement. Any dispute concerning this Agreement or the parties' relationship shall be subject to Florida jurisdiction, Lake County venue and the prevailing party shall be awarded all reasonable attorneys' fees.

E. Authorized Use of Government Account

Owner authorizes Scott Ales, Inc. as its agent to conduct any online auctions of the Water Taxis through government auction web sites, any other websites and any other auctions selected by Scott Ales, Inc., in its sole discretion. Owner shall provide Auctioneer with any information or documents Auctioneer needs to successfully facilitate the sale of the Water Taxis at auction.

Scott Ales, Inc.	Owner: City of Tavares
_____	_____
Scott Ales, President	John Drury, City Administrator

AGENDA SUMMARY
TAVARES CITY COUNCIL
May 1, 2013

AGENDA TAB NO. 8

SUBJECT TITLE: Appointment to Lake County Arts & Cultural Alliance

OBJECTIVE:

The Mayor will recommend the City's representative to the Lake County Arts & Cultural Alliance.

SUMMARY:

The City's representative is currently Debbie Stivender whose position is up for reappointment. The position was advertised however no applications were received. Ms. Stivender has indicated her willingness to be reappointed.

OPTIONS:

Mayor will make recommendation.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LAKE COUNTY
FLORIDA

March 1, 2011

Mr. John Drury
City of Tavares
Post Office Box 1068
Tavares, FL 32778-1068

RE: **Lake County Arts and Cultural Alliance**

Dear ~~Mr. Drury:~~ John,

Lake County Ordinance 2007-21, effective May 24, 2007, created the Lake County Arts and Cultural Alliance (copy enclosed). The Alliance makes decisions regarding cultural and arts activities within Lake County.

The Alliance is composed of a total of seven (7) members and includes one (1) member each from the municipalities of Clermont, Eustis, Leesburg, Minneola, Mount Dora, and Tavares. In addition, there is one (1) member who represents each of the following smaller municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the Hills, Lady Lake, Mascotte, Montverde, and Umatilla.

All individuals acting as a representative of a municipality shall be selected by the *governing body* of that municipality. The Board of County Commissioners appoints members to the Alliance as recommended by the municipality.

Ms. Debbie Stivender was reappointed to the Arts and Cultural Alliance as the City of Tavares' representative on July 19, 2011 for an initial term ending July 31, 2013.

At this time, we would greatly appreciate your selection of an individual to represent your municipality for a two (2) year term beginning August 1, 2013. **Please provide us with the name, home address, home phone, business phone, FAX number, and email address of your selection within 60 days of this notification as outlined in Section 2-90.37.(b) Membership.**

Thank you in advance for your assistance.

Sincerely,

Leslie Campione
Chairman

/gew

cc: Adam Sumner
Kathy Pagan

BOARD OF COUNTY COMMISSIONERS' OFFICE
P.O. BOX 7800 ◆ 315 W. MAIN ST. ◆ SUITE 316 ◆ TAVARES, FL 32778-7800 ◆ P 352.343.9850 ◆ F 352.343.9495
Board of County Commissioners ◆ www.lakecountyfl.gov

TIMOTHY I. SULLIVAN *District 1* | SEAN M. PARKS, *AICP, QEP* *District 2* | JIMMY CONNER *District 3* | LESLIE CAMPIONE *District 4* | WELTON G. CADWELL *District 5*

Daily Commercial
Sunday, April 7, 2013 Edition
Display Ad – City of Tavares Appointment to Lake County Arts and Cultural Alliance

CITY OF TAVARES APPOINTMENT TO LAKE COUNTY ARTS AND CULTURAL ALLIANCE

The City of Tavares is presently accepting applications to represent the City on the Lake County Arts and Cultural Alliance. The Alliance will meet quarterly and shall advise the Board of County Commissioners on matters relating to arts and cultural affairs with the County. The position is voluntary and is appointed by the Mayor of the City of Tavares. Applicants should be residents of Tavares and interested in the arts.

For additional information or an application contact Nancy Barnett, City Clerk, at (352) 253-4546, between the hours of 8 a.m. and 5 pm Monday through Friday or you can download the application from the city's web site at www.tavares.org Applications should be submitted by Friday, May 3, 2013.

227122-April 7, 2013

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 1, 2013

AGENDA TAB NO. 9
SUBJECT TITLE: Budget Transfer for Malcolm Pirnie Design Services of the CRA Stormwater Infrastructure Upgrades Phase 1 Project

OBJECTIVE:
To consider the approval of a budget amendment in the amount of $324,250 from Water/Wastewater/Stormwater Reserves for the Stormwater Infrastructure Upgrades Project Phase 1 along Ruby Street design services and approval of reimbursing reserves with any DEP loans and grants that the city secures as a result of this design work.

SUMMARY:
The City has been planning over the past three years to create a fiscally responsible solution to the outdated and inadequate stormwater system in the City's downtown CRA District. This plan collaborates with programmed Water and Sewer upgrades in this area, to include improving the water quality of the state listed impaired Lake Dora. The estimated cost for the Stormwater Infrastructure Upgrades Project (Phase 1) project is $3 million.

Phase 1 of the project concentrates on the waterfront area of the City and will encompass the construction of a large detention/retention stormwater filtration pond behind the Lake County jail and installation of a large storm water interceptor along Ruby Street to replace the direct discharging pipes crossing through Wooton Park and discharging into Lake Dora.

The City has completed an Interlocal agreement with Lake County for the proposed county-owned pond area behind the jail. The City has also secured three grants towards this project:

1) TMDL grant from the FDEP in the amount of $750,000;
2) 319 FDEP Grant in the amount of $750,000;
3) Lake County Water Authority in the amount of $250,000.

Total grants received to date for this project total $1,750,000, leaving a balance of $1,250,000 (including design costs) to be funded from other sources. Grants for the project will provide funding for construction costs of the project.

The City intends to secure the remaining funding ($1,250,000) from the State of Florida Revolving Loan Fund, but a completed design is needed in order to secure the loan funding.

On April 3, 2013, Council approved the contract with Malcolm Pirnie in the amount of $324,250 for design of Phase I of the CRA Stormwater Infrastructure Upgrades project. Upon completion of the design, the City will be able to apply to FDEP for an SRF low interest loan/grant. The City will present to Council any additional grant and/or loan awards prior to acceptance and before initiating the construction portion of the project.

Although the City has received grant awards for the project, they are restricted to construction costs only.

In order to be able to apply for the additional funding through the State Revolving Fund low interest loan program, the design needs to be completed. It is recommended that the Utility Reserve fund front end the design cost with reimbursement back to the reserve account occurring when the loan funds or grant funds have been received. This requires an appropriation from the City Council from the Water/Wastwater/Stormwater Utility Reserves and approval to reimburse those reserves in the future with loan and /or grant funds. .

OPTIONS:

1. **Approve** a Budget Amendment for Design Services with Malcolm Pirnie in the amount of $324,250 for Phase 1 of the Stormwater Infrastructure Upgrades Project from Water/Wastewater/Stormwater Operating Reserves and authorize reimbursement of reserves with any grant and/or loan funds received for the project.

2. Do **not approve** a Budget Amendment for Design Services with Malcolm Pirnie in the amount of $324,250 for Phase 1 of the Stormwater Infrastructure Upgrades Project from Water/Wastewater/Stormwater Operating Reserves.

STAFF RECOMMENDATION:

1. **Approve** a Budget Amendment for Design Services with Malcolm Pirnie in the amount of $324,250 for Phase 1 of the Stormwater Infrastructure Upgrades Project from Water/Wastewater/Stormwater Operating Reserves and authorize reimbursement of reserves with any grant and/or loan funds received for the project.

.

FISCAL IMPACT:

This is a Reimbursable Funding transfer from the DEP SRF Funding Program

The estimated unreserved retained earnings as of April 24, 2013 for the Water/Wastewater Operating Fund is $4,278,847 which represents 47% of the total operating fund.

LEGAL SUFFICIENCY: Legally sufficient.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 1, 2013

AGENDA TAB NO. 10

SUBJECT TITLE: Approve Budget Amendment for Water Line along Texas and Sinclair Avenue Near New Roundabout

OBJECTIVE:

To consider approval of a budget amendment for upgrades to waterlines on Sinclair and Texas Avenues, and for replacement of stormwater piping running parallel to Sinclair Avenue, south of Main Street.

SUMMARY:

On May 17, 2010, the City Council approved an interlocal agreement with Lake County for the Construction of the Round-a-bout traffic circle located at the intersection of Main Street and Sinclair Avenue.

The Agreement provided for the following related to system wide utility infrastructure upgrade costs:

- County required to pay the full cost to complete the Round-a-bout construction
- The County agreed to include in its bid: extend the existing 8" water line on Texas Avenue, extend a 12" water line (for future use) from the Main Street "main" south to the south end of the proposed Round-a-bout and cap.
- Replace the existing 18" diameter storm sewer running parallel to the curb line on the east side of Sinclair Avenue, south of Main Street, with a 24" storm sewer.
- County shall cause the Utility Improvements to be constructed, and City shall pay County the costs of construction within 30 days of receipt of an invoice.

The city asked the county to do the utility upgrades while the construction of the roundabout was being done so that the street would not be dug up twice.

The city received an invoice from the county in the amount of $53,855 to do this utility upgrade which included the following:

1. Install/construct 12" water main at Sinclair Ave. and Main St. - $28,375
2. Install/construct 8" Water Main along Texas Ave. - $20,268

3. Replacement of 18" Stormwater pipe with 24" pipe along Sinclair Ave.
4. TOTAL: $53,855

Remittance has been provided to the county based on contractual requirements of the interlocal agreement. This request provides the appropriation for the expenditure.

Due to the uncertainty of the timing of the roundabout construction the improvements were not included in the 2013 Fiscal Year Adopted Budget, however the project did move forward and pursuant to the agreement, the county did upgrade the city's utility system at a cost of $53,855. Therefore a budget amendment is required to pay for it this fiscal year 2013 rather than next year..

OPTIONS:

1. Approve a budget amendment in the amount of $48,643 from Water/Wastewater Impact Fund reserves, and approve a budget transfer in the amount of $5,212 from Stormwater Contractual Services line item to Stormwater Future Projects line item.
2. Do not approve budget amendment and do not approve budget transfer.

STAFF RECOMMENDATION:

Move to approve a budget amendment in the amount of $48,643 from Water/Wastewater Impact Fund reserves, and approve a budget transfer in the amount of $5,212 from Stormwater Contractual Services line item to Stormwater Future Projects line item.

FISCAL IMPACT:

Stormwater:	Increase	403-3801-538-64-25:	+$5,212
	Decrease	403-3801-538-34-10:	- $5,212

Water Wastewater Impacts: $48,643 from Reserves

The estimated and available unreserved, unencumbered and unappropriated retained earnings as of April 24, 2013 for the Water/Wastewater Impact Fee Fund is $2,155,900.

LEGAL SUFFICIENCY:

Legally sufficient.

CON-512

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY, FLORIDA

AND

CITY OF TAVARES

REGARDING THE ROUNDABOUT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), whose address for purposes of this Agreement is 315 West Main Street, P.O. Box 7800, Tavares, Florida, 32778, and **CITY OF TAVARES**, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City" (hereinafter referred to as "CITY").

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

WHEREAS, County has requested site plan approval for an expansion of the Lake County Judicial Center; and

WHEREAS, such site plan includes a Roundabout at the corner of Sinclair Avenue and Main Street, in Tavares; and

WHEREAS, such Roundabout is being constructed to accommodate the traffic needs created by the expansion of the Judicial Center and the construction of additional governmental buildings; and

WHEREAS, the City has agreed to approve the site plan submitted by the County with conditions; and

WHEREAS, County has requested that the Roundabout be constructed towards the end of the Judicial Center construction; and

WHEREAS, City agrees that the Roundabout may be constructed in a phase subsequent to the construction of the Judicial Center; and

WHEREAS, City has requested that County post security to ensure that such Roundabout is actually constructed and County has agreed to this request.

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

Section 1. Recitals.

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

Section 2. Roundabout.

A. County agrees that it will construct the Roundabout substantially similar to the conceptual plan shown on Exhibit "A" attached and incorporated herein.

B. County agrees to deposit ONE MILLION DOLLARS ($1,000,000.00) with the Clerk of the Court upon the execution of this agreement. Such funds shall be held by the Clerk of the Court in an interest-bearing account to secure the deferred construction of the Roundabout. In the event that the County fails to complete construction of the Roundabout as provided in Paragraph A above, upon request of the City to draw upon those funds to complete the Roundabout construction, the Clerk shall pay such funds to City to allow City to construct the Roundabout. Should the City receive the funds and does not build the roundabout within two years, the City agrees to return the funds to the County.

C. County shall be required to pay the full cost to complete the Roundabout construction, even if it ends up costing more than the amount deposited into escrow. Should the City be required to complete the Roundabout, the City shall follow all applicable competitive purcurement statutes and upon completion, it shall make an accounting to County showing how the escrow amounts were used and the costs of the Roundabout, and shall either refund to County any excess funds or bill the County for any costs in excess of the escrow account. Should County complete the Roundabout as provided in Paragraph A above, the Clerk of the Court shall return to County all sums held in escrow including any accrued interest.

D. Construction of the Roundabout shall commence no later than thirty (30) days after the issuance of the Certificate of Occupancy for the new Judicial Center or any portion of the new Judicial Center, whichever occurs first and construction of the Roundabout shall

continue uninterrupted and be completed no later than one (1) year after commencement.

Section 3. Utility Improvements.

The City has requested that the County bid and possibly construct the following improvements, which are not required for the County project:

a. Extend the exiting 8" water line on Texas Avenue (stubbed out just north of Maud Street) to connect to the existing 6" line on Alfred Street.

b. Extend a 12" water line (for future use) from the Main Street main south to the south end of the proposed Roundabout and cap.

c. Replace the existing 18" diameter storm sewer running parallel to the curb line on the east side of Sinclair Avenue, south of Main Street, with a 24" storm sewer. The replacement storm sewer will connect to existing manholes located at the Main/Sinclair intersection and at the south end of the proposed Roundabout.

The County has agreed to bid the above improvements as alternate bids and provide the bids to the City. If City elects to have the improvements constructed, County shall cause them to be constructed and City shall pay County the costs of construction within 30 days of receipt of an invoice.

Section 4. Termination.

This agreement may be terminated with the written consent of City and County. This agreement shall terminate upon the completion of construction of the Roundabout and other improvements described herein and the payment of alls sums and granting of all credits required by this agreement.

Section 5. Amendments to Agreement.

No modification, amendment or alternative of the terms or conditions herein shall be effective or binding upon the parties hereto unless the same is contained in a written instrument executed by the parties, with the same formality, and of equal dignity herewith. Any change orders which are mutually agreed to by the parties, reduced to writing, to the extent applicable, shall be deemed to satisfy the provisions of this Section, and the same shall be effective and binding on the parties.

Section 6. Effective Date.

This Agreement shall become effective upon the date that the last party hereto executes it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing through its Chairman, authorized to execute same by Board action on the 15th day of June, 2010 and by City of Tavares action on the 19th day of May 2010, signing by and through its Mayor, its representative duly authorized to execute the same.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh
Acting County Attorney

LAKE COUNTY, FLORIDA through its BOARD OF COUNTY COMMISSIONERS

Welton G. Cadwell, Chairman

This 17th day of June, 2010.

CITY OF TAVARES

Robert Wolfe, Mayor
Tavares City Council

This 8th day of June, 2010.

ATTEST:

Nancy A. Barnett, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney

INVOICE

LAKE COUNTY
FLORIDA

Facilities & Fleet Department
32400 County Road 473
Leesburg FL 34788
Phone (352) 343-9760 Fax (352) 253-4961

INVOICE #001
DATE: FEBRUARY 20, 2013

Attention: John Drury
City of Tavares
P.O. Box 1068
Tavares, FL 32778

FOR:
City of Tavares – Additional Improvements with Roundabout

Remit Address:
Lake County Facilities & Fleet Dept.
32400 CR 473
Leesburg FL 34788

Please make all checks payable to Lake County Board of County Commissioners

Date	Description		AMOUNT
February 20, 2013	12" water main at Sinclair Ave & Main St		$ 28,375.00
	8" water main along Texas Ave		$ 20,268.00
	Replace 18" storm water pipe with 24" storm water pipe along Sinclair Ave.		$ 5,212.00
		TOTAL	$ 53,855.00

Date: 4/2/13
P.O.#: 132365-41646
Acct: 441 3301 533 [illegible]
Amt: $ 53855.—
Acct:
Amt: $
Acct:
Amt: $
Total: $ 53855.—
Dept. Approval:

☐ Partial
☒ Final

Thank You!

PAID
PAID APR 12 2013 PAID
BY:

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
May 1, 2013

AGENDA TAB NO. 11

SUBJECT TITLE: Approval of Agreement/Proposal with Wicks Engineering for the Design of Sunset View Home Water and Sewer Infrastructure

OBJECTIVE:

To seek Council's approval of the attached contract with Wicks Engineering for the engineering design of Water and Sewer infrastructure in the Sunset View Area in the amount of $20,320

SUMMARY:

The attached proposal from Wicks Engineering is for the design, permitting and project coordination for water and wastewater connections for the residential homes along Canal Street and Lakeside Lane in the Sunset View Subdivision.

By way of background:

In March 2009, the city received a petition for annexation signed by 19 of the residents of Sunset View Subdivision. At the time it was noted that the cost of connecting to the city utilities would be reduced if the 32 residents of Three lakes Mobile Home Park were able to participate in the annexation and assessment. The city subsequently conducted a survey with all of the owners of record of property in Sunset View and Three Lakes Mobile Home Park regarding their wish to annex and receive services. The results were that the owners of Three Lakes Mobile Home Park were unanimously against annexation. Of the 23 properties in the Sunset View Subdivision 13 were for annexation, 8 were against and two did not respond.

Council then voted on June 3, 2009 to take no further action in the annexation.

The city has continued to meet with the representatives from these subdivisions because of their need to resolve their water and sewer issues. Both subdivisions are presently receiving water from the Three Lakes park/TLP Water Company and the homes are on a septic system. An attempt was made to secure USDA funding by the Three Lakes Home Owners Association to assist in tying in to the Tavares system but they were unsuccessful.

At this time the 23 property owners of Sunset View Subdivision have agreed to be assessed the cost to tie into the city's water and sewer system and to sign a covenant to annex within seven years. The City Attorney has developed a draft utility agreement and covenant to annex.

Three Lakes Subdivision has not agreed to participate in the assessment however they will agree to provide an easement to the City as the entranceway where the connection is needed, is on the Three Lakes HOA property. The city will, in turn, provide a stub out that could be utilized should Three Lakes wish to connect in the future.

The exact assessment to the owners cannot be determined until the engineering has been completed and bids have gone out, however, the rough estimate at this time is $500,000 which includes the engineering and construction costs and the cost to jack and bore across US 441

and tie in to the city's system. The individual assessments have been estimated at $20,000 each.

These properties will enable the city to increase its revenue source and it will not impact the existing Consumptive Use Permit. The removal of the existing 1950's septic tanks will help to clean up the lakes and improve the quality of the shore line.

OPTIONS:

1) That City Council moves to approve the attached agreement/proposal with Wicks Engineering in the amount of $20,320 for the design of a Water and sewer system for Sunset Homes

2) That City Council denies the attached agreement/proposal with Wicks Engineering in the amount of $20,320 for the design of a Water and sewer system for Sunset Homes

STAFF RECOMMENDATION:

1) Staff recommends that City Council moves to approve the attached agreement/proposal with Wicks Engineering in the amount of $20,320 for the design of a Water and Sewer system for Sunset Homes

FISCAL IMPACT:

Funding for this project will come from the 2012-2013 sewer operation and maintenance budget.

Legal Sufficiency:

City Attorney has reviewed this for legal sufficiency.

Wicks Engineering Services, Inc.

225 West Main Street ♦ Tavares, Florida 32778
P (352) 343-8667 F (352) 343-8665

Date April 16, 2013

Mr. Brad Hayes, Public Works Director
City of Tavares
Post Office Box 1068
Tavares, Florida 32778

Re: Professional Fee Proposal for Civil Engineering
Sunset View Subdivision Water and Sewer
(fka: Three Lakes Park)

Dear Hayes:

Wicks Engineering Services, Inc. (Wicks) is pleased to submit this proposal for professional civil engineering services in connection with the above referenced project. Wicks will provide final engineering, for water and wastewater connections for the residential homes along Canal Street and Lakeside Lane in the Sunset View Subdivision. The terms and conditions for our services will be as detailed in the attached Scope of Work.

It is our understanding that the project includes the final designs, permitting and project coordination to provide water and wastewater connection to the City's systems for the on Lakeside Lane and the lots on Canal Street.

Thank you for the opportunity to submit our proposal for this project. If you find this proposal acceptable, please sign in the space provided and return a copy to our office. Please contact me if you have any questions.

Sincerely,

Wicks Engineering Services, Inc.

Kenneth R. "Ted" Wicks, P.E.
President

Proposal Accepted By:

_____

Date: _____

Enclosure

cc: Denise Crow

PROPOSAL/CONTRACT FOR PROFESSIONAL SERVICES

This Proposal/Contract is made this 16th day of April 2013, between The City of Tavares (Client) and Wicks Engineering Services, Inc. (Consultant).

Wicks Engineering Services, Inc. (WES) will provide the following services for development of construction drawings, specifications, permitting documents, bidding documents, coordination and other items for the project.

SCOPE OF WORK

TASK		FEE
I.	Pre-design Coordination	$3,540.00

WES will coordinate pre-design activities including easement review and coordination of surveying efforts, development of cost estimates, and evaluation of future construction cost and impact fees

II.	Site Review	$1,340.00

WES will provide site visits and site evaluation to facilitate the location and design of proposed water/sewer improvements.

III.	Survey Coordination	$1,000.00

WES will provide project coordination with surveyor selected by the City for purposes of easement preparation, location and verification of existing utilities, location of soil borings, site topography, and other required survey activities.

IV.	Coordination with Florida Department of Transportation	$1,120.00

WES will meet with and discuss project with representatives of Florida Department of Transportation (FDOT) concerning highway crossing, permitting and traffic control issues.

V.	Design of Wastewater Collection & Transmission System	$4,740.00

WES shall prepare design drawings for the construction of a wastewater collection and transmission system for twenty-eight (28) residential lots in Sunset View Subdivision. System is anticipated to consist of small individual unit grinder pumps and a series of small diameter force mains. System to include crossing for HWY 441 (via directional drill or bore & jack construction) and a connection to existing City sewer.

TASK		FEE
VI.	Design of Water Distribution System	$2,970.00

WES shall prepare design drawings for the construction of water distribution system for twenty-eight (28) residential lots in Sunset View Subdivision. Design shall include crossing of HWY 441 and connection to existing City system. Design of system shall include sizing of distribution line for fire protection and potable water service (including meters) for each lot.

VII.	Prepare Wastewater Permit Application	$750.00

WES shall prepare application and supporting documents for a Construction Permit from Florida Department of Environmental Protection (FDEP) for the construction of the proposed wastewater collection and transmission system.

VIII.	Prepare Water Permit Application	$750.00

WES shall prepare application and supporting documents for a Construction Permit from Florida Department of Environmental Protection (FDEP) for the construction of the proposed potable water distribution system.

IX.	Prepare FDOT Permit Application	$1,250.00

WES shall prepare permit application(s) and provide supporting documents for utility crossing of HWY 441 from Florida Department of Transportation (FDOT).

X.	Prepare P)roject Specifications	$1,440.00

WES shall prepare project specification manual for general construction and installation of site utilities.

XI.	Prepare Bidding Documents	$720.00

WES shall prepare bidding documents, including drawings, specifications, boring logs and other project specific information for use by prospective contractor's for bidding purposes.

XII.	Bid Review and Tabulation	$740.00

WES shall prepare a bid tabulation for bidders on this project. Bid tabulation shall include summary of each bid and recommendation as to the selection of the contractor and award of construction contract.

Total Fee	$20,320.000

TASK	FEE
XIII. Construction Phase Services	Time and Material

WES shall provide construction phase services as directed and/or required by the City. Proposed services shall include:

- Periodic field review of construction activities for general compliance with project specifications;
- Coordination of field testing services (provided by others);
- Shop drawing review;
- Monthly evaluation and confirmation of work completed to support contractor's request for payment;
- Verification of as-built drawing;
- Certification of completion to FDEP for water and wastewater system.

XIV Project Schedule

- The work completed to date as the Phase I project will be used to develop the final construction plans, specifications and details. Final Engineering for the project will begin upon approval of the Proposal for Engineering Services. A project time line and schedule will be prepared based upon input from the City Staff.

COMPENSATION

The Consultant shall bill monthly as work is completed.

Reimbursable Expense -- Out-of-pocket expense such as telephone expense, postage, etc., will be calculated at actual cost, plus an administrative charge of 10%. Mileage is based upon $.565 per mile. Blueprints (24" X 36") are $2.00; over-sized prints are $2.50. Fax-transmittals, $1.00 per page; Fax-receipt, $1.00 per page.

Client agrees to pay monthly invoices within ten (10) days of receipt. An invoice becomes past due thirty (30) days from the date of the invoice. A finance charge (Late Charge) will be due on the unpaid balance at the rate of 1-1/2% per month, which is an annual percentage rate of 18%. In the event of a default with respect to the payment of any invoice, or any portion thereof, the Client hereby agrees to pay all costs of collection, including reasonable attorneys' fees, whether action be brought or not.

In the event an account becomes forty-five (45) days past due, no further work will be performed on said project.

TERMINATION OF CONTRACT

It is agreed that either the Client or the Consultant may cancel or terminate this Agreement at any time by giving seven (7) days written notice, Certified Mail, Return Receipt Requested, to the other party.

Upon cancellation, abandonment or suspension of this project by the Client prior to completion of services to be performed, Client agrees to pay Consultant for all work accomplished to the date of cancellation.

LIMIT OF LIABILITY

The limit of liability of Consultant to the Client, for any cause or combination of causes, shall be in total amount limited to the fees paid under this agreement

TERMS OF THE ABOVE CONTRACT EXPIRE IN THIRTY (30) DAYS IF NOT EXECUTED WITHIN THAT TIME.

We are prepared to begin work immediately. If you have any questions regarding this proposal, please do not hesitate to call.

WICKS ENGINEERING SERVICES AUTHORIZATION:

_____ _____

Ted Wicks, P.E.
Wicks Engineering Services, Inc.
225 West Main Street
Tavares, Florida 32778
(352)-343-8667 Fax: (352)-343-8665

Date

CLIENT AUTHORIZATION:

This proposal is void if not executed and returned to the ENGINEER within 30 days of the ENGINEERS execution of the proposal.

_____ _____

Signature Date

_____

Print

_____

Title

_____

Company Name

_____

_____

Address

_____ _____ _____

Phone Fax Email address

EXHIBIT "A"
Hourly Rates and Direct Charges

REGISTERED PROFESSIONAL ENGINEER	$140.00
PROJECT ENGINEER	$100.00
SENIOR DESIGNER	$100.00
PLANNER / LAND USE SPECIALIST	$100.00
REGISTERED ENVIRONMENTAL ASSESSOR	$ 90.00
CONSTRUCTION INSPECTOR	$ 90.00
ENGINEERING ASSISTANT	$ 80.00
ENVIRONMENTAL SPECIALIST	$ 75.00
ENGINEERING TECHNICIAN AND/OR CADD SPECIALIST	$ 75.00
WORD PROCESSING	$ 50.00
CLERICAL	$ 50.00

REIMBURSABLE EXPENSE -- OUT-OF-POCKET EXPENSE

BILLED AT ACTUAL COST, PLUS AN ADMINISTRATIVE CHARGE OF 10%

MILEAGE IS BASED UPON $.565 PER MILE

BLUEPRINTS: 24" X 35" SHEETS.....$2.00 EACH

OVERSIZED SHEETS: $2.50 EACH

XEROX (BW): LETTER-$.10; LEGAL-$.15; LEDGER-$.20

FAX-TRANSMITTAL: $1.00 PER PAGE FAX-RECEIPT: $1.00 PER PAGE

ELECTRONIC DATA OR PREPARATION OF CD: $25.00

INVOICE PAYMENTS MUST BE KEPT CURRENT FOR SERVICES TO CONTINUE. IF THE OWNER/CLIENT FAILS TO PAY ANY INVOICE DUE WITHIN 45 DAYS OF THE DATE OF THE INVOICE, WICKS ENGINEERING SERVICES MAY, WITHOUT WAIVING ANY OTHER CLAIM OR RIGHT AGAINST OWNER/CLIENT, SUSPEND SERVICES UNDER THIS AGREEMENT UNTIL WICKS ENGINEERING SERVICES HAS BEEN PAID IN FULL ALL AMOUNTS DUE WICKS ENGINEERING SERVICES AND/OR ANY OF ITS CONSULTANTS AND SUBCONTRACTORS.

SIGNATURE _____ DATE _____

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: May 1, 2013

AGENDA TAB NO. 12
SUBJECT TITLE: Budget Amendment For Utility Water/Wastewater Capital Infrastructure Upgrades on Disston Avenue

OBJECTIVE: To consider for approval a Budget Amendment from the Water/Wastewater Impact Fund and reserves for the Construction Costs for Capital Infrastructure improvements on Disston Avenue in the amount of $277,088.

SUMMARY:
The Water, Wastewater and Stormwater infrastructure along Disston Ave south of mainstreet are 1940's vintage, antiquated and need to be upgraded. For example, the water main that presently runs under the existing roundabout and railroad track towards the lake along Disston is not sleeved nor is it very deep under the tracks. Should this pipe rupture the train tracks could be undermined and one of the main city communications cable that runs in this area could be compromised. The new Pavilion On the Lake also needs to tie into this antiquated infrastructure. Based on these conditions, it is recommended that that this antiquated infrastructure be upgraded at the same time as the Pavilion On The Lake construction is being done so the street is only under construction one instead of twice.

The water line that will be upgraded also provides water service to Lake Dora Drive residents. This line was scheduled for replacement as part of the City wide capital plan. The upgraded line along Disston will connect to Dora Ave. thus creating a looped line for improved water quality, pressure and fire flow protection. The water line improvement has to be a "jack and bore" construction, which requires two very large receiving holes in Disston Ave.

Once the Water line, Wastewater lines and storm water system has been upgraded the street will be resurfaced and curbing replaced.

In order avoid digging up the street twice (once for the Pavilion connections and once for the system upgrades, it is recommended that the project be done concurrently with the Pavilion project, thus avoiding additional excavating and disruptions to the area in the future.

These improvements have been designed and included in the Guaranteed Maximum Price (GMP) for the Contractor of the Pavilion project at an estimated cost of $277,098. Of that amount, $146,988 are system wide capacity related upgrades and qualify for impact fee funding with the remaining coming from the Utility non impact fee fund.

A summary of cost estimates are provided below:

Work Description	Cost
Water	$ 63,018.00
Wastewater (Sewer)	76,532.00
Stormwater	24,117.00
Fire	21,654.00
Site Work	21,899.62
Roadway	63,122.15
General Requirements	6,754.32
TOTAL	$ 277,097.09

OPTIONS:

1. **Approve** a Budget Amendment in the amount of $146,998 from Water/Wastewater Impact Fund Reserves, and approve a Budget Amendment from Water/Wastewater/Stormwater Operating Fund Reserves in the amount of $130,110.
2. Do **not** approve a Budget Amendment from the Water/Wastewater Impact Reserves and do not approve a Budget Amendment from Water/Wastwater/Stormwater Operating Reserves in the amount of $$130,110

STAFF RECOMMENDATION:
Move to Approve a Budget Amendment in the amount of $146,998 from Water/Wastewater Impact Fund Reserves, and approve a Budget Amendment from Water/Wastewater/Stormwater Operating Fund Reserves in the amount of $130,110.

FISCAL IMPACT:
This is a Capital Improvement project that will increase capacity of the water system to enhance the water quality, pressure and fire flow protection for the City. There are sufficient funds to support this proposal in the impact fee account and the operating reserves as follows:

1. The estimated and available unreserved, unencumbered and unappropriated reserves as of April 24, 2013 for the Water/Wastewater Impact Fee Fund is $2,155,900.

2. The estimated and available unreserved, unencumbered and unappropriated reserves as of April 24, 2013 for the Water/Wastewater Operating Fund is $4,278,847. This represents 47% of the Operating fund.

Source of funding for this item is recommended as follows:

Water/Wastewater Operating Reserves : $130,110
Water/ Wastewater Impacts: $146,998

LEGAL SUFFICIENCY: This Proposal meets legal sufficiency

AGENDA SUMMARY
TAVARES CITY COUNCIL
May 1, 2013

AGENDA TAB NO. 13

SUBJECT TITLE: Update on Water Authority Annexation Request

OBJECTIVE:

The City Administrator will provide an update to the City Council on the Lake County Water Authority Board Meeting and Hickory Point Park annexation request.

SUMMARY:

The City Administrator, Vice Mayor Kirby Smith, and Councilmember Norman Hope attended the April 24th meeting of the Lake County Water Authority.

A request was made for the Water Authority to annex into the City consistent with a prior agreement to annex (see attached Utility Agreement). Water Authority Board member Adam Dufresne made a motion to annex Hickory Point into the city. The motion died for lack of a second to the motion.

OPTIONS:

1) Have City Administrator make report of meeting with Water Authority
2) Do not have the report.

STAFF RECOMMENDATION:

That the City Council receive report from the City Administrator and discuss.

FISCAL IMPACT:

N/A

LAKE COUNTY WATER AUTHORITY
(352) 343-3777
REGULAR MEETING ANNOUNCEMENT AND AGENDA

April 24, 2013
Lake County Administration Building
2nd Floor - County Commission Chambers
315 West Main Street, Tavares, FL 32778

	1.	**Call to Order / Pledge of Allegiance**	
Tab 1	2.	**Approval of Minutes** - March 27, 2013 - Regular Meeting	
	3.	**Executive Director Report**	
	4.	**Discussion Items**	
Tab 2		a. City of Tavares Request to Annex Hickory Point	Michael Perry
Tab 3		b. Selection of Property to Resolve Bugg Springs Issue	Patricia Burgos
Tab 4		c. Status of Modeling Effort for the Clermont Chain of Lakes Historic Flow Restoration Project	Ron Hart
	5.	**Public Comment** (5:00 pm or as soon thereafter as possible)	
	6.	**Legal Staff Report**	Carole Barice
	7.	**Consent Items**	
Tab 5		a. Approval of Contract Reassignment for Eco-Logic Restoration Services, LLC	Patricia Burgos
Tab 6		b. Approval of City of Groveland's Lake Audrey French Drains Stormwater Project Extension	Ron Hart
Tab 7		c. Approval of a Purchase Order to Habitat Restoration & Wildlife Protection Services for the Scrub Jay Restoration Project	Patricia Burgos
	8.	**Board Member Comments**	
	9.	**Board Member Items for Future Agenda**	
	10.	**Information Items**	
Tab 8		a. Staff Report	
Tab 9		b. Monthly Financial Reports - March 2013	
	11.	**Announcement of Upcoming Meetings and Events**	
		- Board Meeting - Wednesday, May 22, 2013 (3:30 p.m.) BCC Chambers/Admin. Building	
	12.	**Adjournment**	

LCWA **Lake County WATER AUTHORITY**
Michael J. Perry, Executive Director Neil Kelly, Secretary-Treasurer

107 North Lake Avenue Tavares, Florida 32778-3119 (352) 343-3777 Fax (352) 343-4259 E-mail: info@lcwa.org www.lcwa.org

TO: Lake County Water Authority Board of Trustees

FROM: Michael J. Perry, Executive Director

DATE: April 11, 2013

RE: City of Tavares Request to Annex Hickory Point

Discussion Item

City of Tavares Request to Annex Hickory Point

Over the past several years, the City of Tavares has brought up the issue of annexing Hickory Point into the City several times. The annexation issue seems to coincide with the Educational Foundations request to the City of Tavares for assistance for the Renaissance Faire. The City Council members express a concern that they would be supporting an event that occurs outside of the City limits. The City Council recalls, or is reminded, that the Water Authority agreed (agreement attached) to annex at some point in the future in exchange for the City extending water and sewer service outside of their service area to Hickory Point.

The Board has included this issue on its meeting agendas in August 2002, October 2009, May 2010, and most recently in September 2011. On September 12, 2011 the Water Authority received a letter (attached) from Robert Williams, the City of Tavares attorney stating that he had been directed by the City of Tavares Council to communicate the City's request that the Water Authority voluntarily consent to the annexation of the Hickory Point Recreational Facility into the corporate limits of the City of Tavares. In Mr. Williams' letter he identifies the following list of advantages to the Water Authority if annexed:

- Utility service from the City would be provided at normal City rates rather than the 25% surcharge rate the Water Authority now pays;

- City solid waste and recycling service would be available (although under our annexation policy, we would not require you to abrogate any existing solid waste contracts that you have);

- City police and fire protection and EMT service would be available to the park and its patrons. The City of Tavares is a significant sponsor of the Renaissance Faire that is held annually at the park - an event that attracts thousands of patrons. Currently, City police and fire rescue services to that and other events are hampered because the park is not within our law enforcement jurisdiction;

BOARD OF TRUSTEES

District One	District Two	District Three	District Four	District Five	At-Large	At-Large
Peggy Cox	**Kelly A. Pitcher**	**Carolyn M. Maimone**	**Larry M. Everly, Jr.**	**Charles C. Clark**	**Adam Dufresne**	**John N. Harris**

- The City of Tavares has a simple, user-friendly special events policy that will be very compatible with your various park events. Indeed, the City hosts many large special events on its own each year and can offer expertise and support to you in that regard; and

- The park's land use and tax status will remain unchanged. To the extent you ever want to build any additional structures or make any additional improvements to the park, you will find the City of Tavares Building Department and planning staff extremely easy to work with and user-friendly.

In the past discussions, the Board has consistently respectfully declined the City's request preferring to remain in the County. Water Authority staff has tried to identify reasons why the City may want to annex Hickory Point, when there appears to be no benefit to the City other than to not have to justify supporting an event held out of the City limits. The following are Water Authority staff thoughts:

- As a condition of the 1991 Utility Service Agreement when the City agreed to provide water and sewer, the Water Authority did agree to prepare a covenant wherein the agency would agree to be annexed at some time in the future a sewer service to Hickory Point. That covenant, however, cannot be found or was never prepared. The City feels the Water Authority is bound by its previous annexation agreement and Mr. Williams feels that the City could initiate an annexation of the Hickory Point property on its own based on the strength of the commitment made in that Agreement.

- Attorney Barice would likely advise the Board that because the covenant cannot be found or was never prepared, the statute of limitations regarding entering into the covenant has expired and annexation could not be initiated based on the Utility Service Agreement. Furthermore, Attorney Barice has noted to the Board in the past when this issues is brought up that there is language in Ch. 171.093 F.S. (attached) that would allow the City of Tavares to take the Hickory Point Recreational Facility (presumably also taking on the operation and maintenance of the facility) should it become annexed into the City. Water Authority staff has been assured by City of Tavares staff and attorney that there is no interest in taking on the expense of operation and maintenance of the facility.

- There is property owned by Mr. Hochberg located between Lake Harris and Hickory Point. It is accessed by a small road and easement running between the park and the soccer fields. The road is used to harvest fruit from the grove just behind Hickory Point. Mr. Hochberg has asked the Water Authority on several occasions to provide him with a larger easement that would accommodate a full sized road presumably to allow for future development of Mr. Hochberg's property. The Board has declined Mr. Hochberg's request each time. The City may not really be as interested in Hickory Point as they may be annexing Mr. Hochberg's property and the tax revenue it may one day bring into the City.

Water Authority staff cannot definitively state why the City wants to annex Hickory Point although there are advantages to the Water Authority to do so. Because the City remains interested in the annexation, when there is no obvious advantage to the City, makes Water

Authority staff frankly cautious and even slightly suspicious of the City's interest in Hickory Point.

In March 2013, Mr. John Drury, the City of Tavares Administrator met with Water Authority staff to inform us that the City Council has again directed him to contact the Water Authority about the annexation of Hickory Point. At the March 2013 Water Authority meeting, staff relayed Mr. Drury's request to the Board. The Board directed staff to place this item on the April 2013 agenda and invite Mr. Drury to further discuss the City's position related to the annexation of Hickory Point.

Executive Director's Recommendation:

Provide direction to staff regarding the Board's interest in annexing Hickory Point into the City of Tavares.

CON-429

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (the "Agreement") is made and entered into as of this 2nd day of October, 1991, by and between the City of Tavares, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and the Lake County Water Authority (hereinafter referred to as the "Authority").

W I T N E S S E T H:

WHEREAS, the City is a Florida municipal corporation which owns and operates existing water and wastewater utility systems; and

WHEREAS, the Authority is the owner of a parcel of real property (hereinafter referred to as the "Property") located in Lake County, Florida, which Property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. The Property is currently outside the corporate limits of the City and is proximate to the City of Tavares water and wastewater utility service area; and

WHEREAS, the Authority is in the process of developing the subject property as a public recreation and marina facility; and

WHEREAS, the Authority desires to obtain water and wastewater utility service for its development from the City; and

WHEREAS, the City is willing to extend or permit the extension of its utility lines to the subject Property and provide the development with water and wastewater capacity and service, provided that the Authority contributes to the cost of extending the capital water and wastewater lines and facilities, a portion of which payments shall be credited to the water and wastewater capital charges required by Chapter 21 of the City of Tavares Code of Ordinances.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the sum of Ten and No/100 Dollars ($10.00), in hand paid, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. Recitals. The recitals hereinabove set forth are true and correct in all respects and are incorporated herein by this reference.

2. Purchase of Water and Wastewater Capacity. The Authority, upon the execution of this Agreement by all parties, agrees to purchase and reserve from the City 10.0 equivalent residential units (ERUs) of water capacity and 10.0 equivalent residential units of wastewater capacity. Pursuant to Sections 21-141 and 21-142 of the

City of Tavares Code of Ordinances, the Authority shall pay the water and wastewater capital charges for those purchases as follows:

Water:

10.0 ERUs x $1,985.00 = 19,850.00

Wastewater:

10.0 ERUs x $1,605.00 = 16,050.00

TOTAL = 35,900.00

3. Payment of Additional Construction Costs; Completion of Utility Line Extensions by Authority. The parties acknowledge that the City has entered into a contract with Belleview Underground, Inc. for the extension of the City's capital water and wastewater lines and facilities from their current terminus at Station 112+25 to Station 44+05 (wastewater) and Station 40+18 (water). As additional consideration for this Agreement, the Authority agrees to pay to the City, upon the execution of this Agreement by all parties, the additional sum of $540.06 ("Additional Sum") which, together with the capital charge set forth in Paragraph 2 and the capital charges paid by third-parties who are not the subject of this Agreement, is sufficient to complete the capital water and wastewater lines and facilities extension to Stations 40+18 and 44+05, respectively.

The parties also acknowledge that the Authority has contracted separately with Belleview Underground, Inc. to extend the City water and wastewater lines and facilities from Stations 40+18 and 44+05, respectively, to Stations 17+42 and 12+23, respectively, for a total contract sum of $57,852.00 (the "Authority's Extension"). A portion of those water and wastewater lines and facilities qualify as "capital lines" under Chapter 21 of the City of Tavares Code of Ordinances, to wit:

1,538 L.F. 8" PVC water main	$10,766.00
Water main tie in cost	$ 400.00
Portion of compaction testing	$ 230.00
Portion of bacteriological testing	$ 334.00
1,120 L.F. 6" PVC force main	$ 5,152.00
Sewer main tie in cost	$ 500.00
Portion of compaction testing	$ 115.00
Portion of pressure testing	$ 100.00

Seeding and mulching		$ 1,700.00
Fence removal		$ 1,800.00
	TOTAL	$21,097.00

The Authority shall be entitled to be reimbursed for the Additional Sum ($540.06) and for the cost of that portion of the Authority's Extension which are capital lines or facilities ($21,097.00), for a total of $21,637.00 (the "Pioneer Ammount"). The reimbursement formula shall be as set forth in Paragraph 4.

4. Extension of Utility Lines by City. On or before January 1, 1992, the City shall engineer, permit, and substantially complete the construction of the capital water and wastewater lines and facilities to Stations 40+18 and 44+05, respectivley. The City shall, to the extent possible, cooperate with the Authority and construct the lines and facilities in a manner and location that is convenient with the Authority's development plan.

5. Costs in Excess of Credits. The Authority shall be entitled to be reimbursed by the City for the Pioneer Amount, which amount shall bear interest at the rate of six percent (6%) per annum until paid. The City shall reimburse the Authority for the Pioneer Amount on a quarterly basis, from the payment of water and wastewater capital charges received by the City from persons connecting to the capital utility lines between the intersection of S.R. 19 and C.R. 561 and the Authority's property. The City shall pay to the Authority such portion of each such charge which is allocated for the capital line improvements component of such charge in the amount of $350.00 for water and $250.00 for sewer. In the event the City increases such connection charges, the repayment amounts herein set forth shall increase in the same proportion as the current connection charges and repayment amounts. The Authority shall be entitled to repayment of the Pioneer Amount as herein set forth for twenty (20) years from the date the improvements to be constructed hereunder are accepted by the City. Notwithstanding any provision in this Agreement to the contrary, the City shall only be obligated to reimburse the Authority for the Pioneer Amount from water and wastewater capital charges actually received by the City from persons connecting to the capital lines described herein, according to the formula set forth herein. The City's obligation to the Authority shall terminate twenty (20) years from the date the improvements to be constructed hereunder are accepted by the City, or when the Pioneer Amount is fully paid, whichever occurs first. The City shall have no obligation to pay anything to the Authority after twenty (20) years from the date of the acceptance of the improvements.

6. Covenant in Support of Annexation. The Authority agrees to execute and deliver to the City a covenant in support of annexation, in such recordable form as may be approved by the City, consenting to

the annexation of the Property at such time as it becomes contiguous to the corporate limits of the City.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Waiver; Modification. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

10. Application; Effect. If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City:

City of Tavares
201 East Main Street
Tavares, Florida 32778
Attn: Anthony G. Otte, City Administrator
Telephone: (904) 742-6220

Copy to:

Williams, Smith & Summers, P.A.
380 West Alfred Street
Tavares, Florida 32778
Attn: Robert Q. Williams
Telephone: (904) 343-6655
Telecopy: (904) 343-4267

Authority: Lake County Water Authority
107 N. Lake Avenue
Tavares, Florida 32778
Attn: Will Davis
Executive Director
Telephone: (904) 343-3777

Copy to: Sanford A. Minkoff
Minkoff & McDaniel
226 West Alfred Street
Tavares, Florida 32778
Telephone: (904) 343-2600
Telecopy: (904) 343-4755

12. Attorney's Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

13. Performance. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

"Authority"

LAKE COUNTY WATER AUTHORITY

William C. Dowie

Linda Marino

By: James R. Gregg
Name: James R. Gregg
Title: Chairman of the Board

Attest: Sheila Adams

"City"

CITY OF TAVARES, FLORIDA

Carissa A. Shaw

Sherrie S. Hargrove

By: Anthony G. Otte
Name: Anthony G. Otte
Title: City Administrator

Attest: [signature]
City Atty.

AGENDA SUMMARY
TAVARES CITY COUNCIL
May 1, 2013

AGENDA TAB NO. 14

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 15, 2013
- Code Enforcement – Special Magistrate Hearing – May 28, 2013 –
- Lake County League of Cities – May 10, 2013 – 11:30 a.m.
- Lake Sumter MPO – May 22, 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

May 4 – Creed's Cause 5K Run

May 4-5 – Seaplane Fly In

May 18 - Viet Nam Veterans Parade & Recognition

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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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
May 1, 2013

AGENDA TAB NO. 15

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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TAVARES

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