AGENDA
TAVARES CITY COUNCIL

OCTOBER 16, 2013
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Tom Cavanaugh, First Baptist Church of Mt. Dora

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting, September 4, 2013

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation on Rifles, Rails and Trails — Councilmember Grenier

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS - GENERAL GOVERNMENT

VIII. CONSENT AGENDA

Tab 3) Interlocal Agreement with Lake County for Maintenance of Roundabout — Chris Thompson

Tab 4) Website Contract with CivicPlus for Upgrades & Redesign — Joyce Ross

Tab 5) Approval to Accept Land and Water Conservation Fund for Woodlea Sports Complex — Tammey Rogers

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 6) Ordinance #2013-19 - Amendment to Reclaimed Water Water Ordinance Redefining Single Large User of Reclaimed Water — **Brad Hayes**

SECOND READING

Tab 7) Ordinance #2013 – 16 - Police Pension Trust Fund – Amendment to Section 15-74 re: Investment Restrictions — **Stoney Lubins**

Tab 8) Ordinance #2013- 17 - Firefighter Pension Fund – Amendment to Section 15-104 re: Investment Restrictions — **Richard Keith**

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 9) Pavilion RFQ for Catering & Approval of Selection Committee — **Tammey Rogers**

XII. OLD BUSINESS

Tab 10) Update on Golden Triangle Fire District — **Attorney Williams**

XII NEW BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 11) City Administrator — **John Drury**

Tab 12) Council Reports — **City Councilmembers**

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

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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

non-conforming – A use which does not comply with present zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

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TAVARES

America's Seaplane City™

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
SEPTEMBER 4, 2013
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT	**ABSENT**
Robert Wolfe, Mayor	Kirby Smith, Vice Mayor
Bob Grenier, Councilmember	
Norman Hope, Councilmember	
Lori Pfister, Councilmember	

STAFF PRESENT

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

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor John Barham, United Methodist Church, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

MOTION

Bob Grenier moved to approve the agenda, seconded by Lori Pfister. The motion carried unanimously 4-0.

IV. APPROVAL OF MINUTES

MOTION

Norman Hope moved to approve the minutes of the City Council Workshop of July 24, 2013 as submitted, seconded by Bob Grenier. The motion carried unanimously 4-0.

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation by Lake County Golden Triangle Rotary Club – Dragonboat Awards

Chuck Hiott and Colleen McGinley of the Lake County Golden Triangle Rotary Club presented a plaque to the City for sponsoring the Dragonboat Event. In addition Ms. McGinley presented an award to the City for the Measel Award for the best local community team which was spearheaded by City employee Phil Clark.

Tab 3) Award to Corporal Michael Woods

Chief Lubins presented the Medal of Valor to Corporal Michael Woods for his actions taken on July 29th, 2013 during the Blue Rhino fire. He noted it is the Tavares Police Department's highest award. The award recognizes those officers who demonstrate exceptional courage, extraordinary decisiveness, presence of mind, and unusual swiftness of action regardless of his or her personal safety in the attempt to save or protect a human life. Chief Lubins described the specifics of the action taken that day by Corporal Woods and also mentioned the contributions by the other police officers, Tavares firefighters and Emergency Management personnel.

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

None.

VII READING OF ALL ORDINANCES/RESOLUTIONS

Ms. Barnett read the following ordinances by title only:

ORDINANCE 2013-12

AN ORDINANCE AMENDING SECTION 17-57 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS RELATING TO LIENS FOR UNPAID WATER, WASTEWATER, RECLAIMED WATER CHARGES; PROVIDING THAT SAID LIEN, WHEN RECORDED, SHALL ALSO INCLUDE AND SECURE SUBSEQUENT UTILITY CHARGES, BASE RATES AND PENALTIES UNTIL SATISFIED; PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2013-13

AN ORDINANCE AMENDING SECTION 294, 297 AND 298 OF ARTICLE IX OF CHAPTER 10.5 OF THE CITY OF TAVARES CODE OF ORDINANCES RELATING TO THE APPROVAL OF STREET CLOSURES FOR SPECIAL EVENT PERMITS; PROVIDING DEFINITIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR PROCEDURES; PROVIDING FOR A FEE; PROVIDING FOR

PUBLICATION ACCORDING TO LAW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 2013-14

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-71, DEFINITIONS TO AMEND THE DEFINITION OF "CREDITED SERVICE"; AMENDING SECTION 15-76, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 15-85, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 2013-15

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 15-115, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

VIII. CONSENT AGENDA

Mayor Wolfe asked if anyone in the audience wished to oppose the item on the Consent Agenda.

MOTION

Bob Grenier moved to approve the Consent Agenda [Tab 4 – Agreement with Utility Rate Consultant], seconded by Norman Hope. The motion carried unanimously 4-0.

(Mayor Wolfe noted that Tabs 5 and 6 would be discussed after 5:05 p.m. during the Public Hearing on the millage and budget. He also stated that Tabs 7 and 8 would be discussed fully on second reading at the next Council Meeting.)

X. ORDINANCES/RESOLUTIONS

Tab 9) Ordinance # 2013-12 – Amendment to Utility Lien Ordinance

Ms. Houghton noted the current ordinance authorizes the city to impose a lien for unpaid utility charges and penalties and provides interest for late fees, attorney fees, and costs. The ordinance also states that if the unpaid fees continue for a period 90 days the city will issue a notice by certified mail that the city has not receive payment and will allow 10

days for payment before a lien is filed. Charges on unpaid costs may continue to accrue after the lien has been recorded which may result in a higher fee than what has been recorded initially. This ordinance amends the current ordinance to specific that the lien secures and includes subsequent unpaid utility and base rate charges.

MOTION

Norman Hope moved to approve the ordinance, seconded by Bob Grenier. The motion carried unanimously 4-0.

Tab 10) Ordinance #2013-13 – Revision to Special Events Ordinance re: Street Closure Procedures

Bill Neron explained that the original ordinance had set up special procedures to be followed by the City in handling special events. That ordinance requires where there is a street closure, an event drawing more than 2000 people, or an event that the City co-sponsors the application has to come to City Council for approval. Since 2008 the City has gone from five events to over 20 major events a year, many of them being recurring. In order to expedite the permitting process, this ordinance would remove the requirement for City Council approval of special events. He noted the City Administrator has always kept Council informed of any major special events.

MOTION

Lori Pfister moved to approve Ordinance #2013-13, seconded by Bob Grenier. The motion carried unanimously 4-0.

X. GENERAL GOVERNMENT

Tab 11) Approval of First Street Stormwater Rehabilitation Project

Mr. Hayes said the purpose of the project is to rehabilitate the stormwater culverts on First Street. The City shares the ownership of the stormwater drainage area with FDOT in Visa del Largo. The subdivision was approved by City Council in 1973. The existing culvert pipes are of metal fabrication and are need of replacement. The most cost effective way is to line the pipes with 18 mm of lining. Quotes were received, the lowest being Miller Pipeline Corporation at $124,291.50. The sidewalk will also need to be restored and two quotes were received; Dallas 1 Corporation came in at $4,327.66.

MOTION

Bob Grenier moved to approve the proposal and project for the First Street Stormwater Rehabilitation project, seconded by Norman Hope. The motion carried unanimously 4-0.

Tab 12) Authorization for Mayor to Support Foreign Trade Zone

Ms. Farrell stated this is an opportunity to support a Foreign Trade Zone in the future by sending in a letter of support to the U.S. Department of Commerce that supports the City of Leesburg's application to have a foreign trade zone and to also indicate that the City of Tavares may be interested in this as well.

MOTION

Bob Grenier moved to approve Tab #12 [authorization for Mayor to support foreign trade zone], seconded by Lori Pfister. The motion carried unanimously 4-0.

Tab 13) Bid Award for Wooton Park Shoreline Cleanup

Mr. Neron stated Council had approved that staff go out for bids in July and a permit has been received from the Florida Fish and Wildlife Commission for removal of the invasive vegetation. Staff is still in current negotiations with FDEP on the amount of mitigation if any that will be needed. Three responsible bids were received:

1)Perry Construction Co., Inc. (PCCI)	Base Bid:	$302,500.00
2)C&M Dredging, Inc.	Base Bid:	$107,042.00
3)TSI Disaster Recovery, LLC	Base Bid:	$ 94,700.00

The City's environmental engineer has reviewed the bid and recommends the low bidder.

In addition staff also bid, as an alternate, disposal of the muck and dirt that will be torn up and deposited on the shoreline. This can be done with in-house staff and will save monies based on the low bid, $21,900.00. The original budget for the Wooton Park expansion project was estimated at $900,000 which corresponded to the bond referendum Subsequently the City has received a grant award of $248,000 from the Tourist Development Council and the city is programmed for an FDOT trail grant award in the amount of $650,000 which should be released after July 2014. With those two grants there is money in the budget to do the shoreline cleanup. He stated that there was about $72,000 of net proceeds in the sale of the water taxis. Council at that time asked that it be put in the CRA fund and only spend with Council's approval. Mr. Neron said he is also recommending in awarding this bid that Council also allow the transfer of the $72,000 in proceeds from this sale into the Wooton Park Expansion Budget to help offset some of the $94,700 for the shoreline cleanup.

Staff's recommendation is to award the low bid to TSI Disaster Recovery in the amount of $94,700 and authorize the transfer of the balance of the water taxis funds (approximately $72,000) into the Wooton Park Expansion Project.

Councilmember Hope questioned the need to make the transfer at this time and suggested that it could be done at a later time for a specific need. He agreed it should be segmented off for the Wooton park expansion project. Mayor Wolfe asked if any of this project would include putting sand on the beach. Mr. Neron said not at this time.

MOTION

Lori Pfister moved to approve the bid award and also to transfer funding as recommended, seconded by Bob Grenier. The motion was approved unanimously 4-0.

XII. OLD BUSINESS

Tab 14) Lake County Time Capsule Project

Mayor Wolfe noted Council had been provided a copy of the report prepared by Councilmember Grenier regarding the Lake County Time Capsule project.

Councilmember Grenier explained that Commissioner Leslie Campione had asked each of the cities to put together a five page report on a significant event that altered the history of the respective towns. He said many of the cities have responded but have only provided historical data with pictures. He said he had decided to prepare a report on behalf of the Council, the staff, and the citizens of Tavares that is similar to the Tavares Time Capsule letter that will be addressed to the people of 2037. He said he has chosen a period of time that is reflective of what is being done at this time in the City especially over the last five years that describes the economic invigoration that has taken place. He said this is what the VIVA committee has requested.

Councilmember Grenier thanked the staff and the Historical Society who looked over his outline and approved it. Mayor Wolfe invited public comment.

Denise Laratta

Ms. Laratta asked Council to allow the Tavares Historical Society an opportunity to review the report, to determine if there are any additions that might be added. She said there is a Board meeting on Monday and it would be reviewed at that time and available with any suggestions by Tuesday.

Councilmember Grenier stated that the report is overdue and was the reason he had sent an outline which was approved by Brenda Smith.

Ms. Laratta said the Board was not able to review the final document and asked for additional time to allow the Historical Society to review the final report.

Consensus to approve the report.

Mayor Wolfe asked Ms. Laratta to let Councilmember Grenier know by Tuesday of any comments.

Electronic Agenda – Councilmember Pfister

Councilmember Pfister requested Council to consider going to notepads which would mean less paper copies, save time for the City Clerk to print and assemble, and save time for the police officers to deliver the packets.

Discussion followed with the general consensus to proceed.

Mr. Drury said there are two issues; whether or not to go to electronic and whether or not the City should pay for the tablet. He noted there can be security issues if the tablet is lost.

Councilmember Pfister discussed the issue of separating public business from personal. Attorney Williams noted that if public correspondence is done on a home computer, the city's policy is to copy the City Clerk because they become public records. He noted texts that pertain to public records are also public records.

Councilmember Hope suggested that Council ask Mr. Drury to look into this proposal and research the costs and best piece of equipment. He said he would be comfortable with city issued equipment that is segmented from anything else.

MOTION
Lori Pfister moved that Mr. Drury and staff eliminate the paper agendas for councilmembers and provide each councilmember with an appropriate notebook and to bring the dollar figure and the appropriate unit that should be used to City Council. The motion was seconded by Norman Hope.

Mayor Wolfe said he would prefer to buy his own tablet.

Attorney Williams advised it is problematic if Councilmembers bring personal equipment and if it is a condition for running for Council some person may not be able to afford it. He recommended that the City provide the equipment.

The motion carried unanimously 4-0.

XIII. NEW BUSINESS

XIV. AUDIENCE TO BE HEARD
Betty Burleigh, Tavares

Ms. Burleigh thanked the City for coming door to door to notify her of the recent boil water alert and the follow up to alert her that the boil water notification had been resolved.

XV. REPORTS
Tab 14) City Administrator

Mr. Drury noted the basketball court dedication will be September 14th at 10:00 a.m. [Ingraham Park]

Community Services

Ms. Rogers noted the City Clerk will be passing down a basketball for Council to autograph which will be presented to Stanley Smith (who originally came to Council to request the project) at the basketball court opening. Ms. Rogers encouraged everyone to attend the opening.

XV. REPORTS

Tab 15) City Council

Councilmember Grenier

Historical Tribute: In September 1978 the first woman became president of a major scheduled commercial airline (the wife of General Charles Blair, actress Maureen O'Hara). The fleet was large commercial seaplanes (Antilles Airboats).

Mayor Wolfe

Mayor Wolfe adjourned the regular Council meeting at 4:57 p.m.

Mayor Wolfe re-convened the Public Hearing at 5:07 p.m.

IX. PUBLIC HEARING – FISCAL YEAR 2014 MILLAGE AND BUDGET – 5:05 P.M.

Reading of Resolution #2013-12 – Tentative Millage Rate and Resolution #2013-13 – Tentative Budget for Fiscal Year 2013-2014

Ms. Barnett read the resolutions in their entirety:

RESOLUTION 2013 - 12

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 6.4531 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2013-2014; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS GREATER THAN THE "ROLLED BACK RATE"

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

WHEREAS, the City of Tavares of Lake County, Florida on September 4, 2013, adopted the 2013-2014 Fiscal Year Tentative Millage Rate following a public hearing as required by Florida Statute 200.065.

WHEREAS, the City of Tavares of Lake County, Florida, following due public notice as required by law, held a second public hearing on September 18, 2013, as required by Florida Statute 200.065 on the 2013-2014 Millage Rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as

$599,061,342.

NOW THEREFORE, BE IT RESOLVED by the City of Tavares of Lake County, Florida, that:

1. The City of Tavares Fiscal Year 2013-2014 operating millage rate to be levied is hereby set at 6.4531 mills, which millage rate is greater than the rolled back rate of 6.1332 by 5.22%.

2. The voted debt service millage is .4533.

3. This Resolution will take effect immediately upon its adoption.

RESOLUTION 2013 - 13

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL YEAR 2013 - 2014.

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

WHEREAS, a public hearing on the proposed 2013-2014 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on September 4th 2013, at 5:05 p.m., as required by Florida Statutes 200.065; and

WHEREAS, the general public was given an opportunity to express its views pertaining to the proposed budget, and

WHEREAS, the City Council approved the tentative budget for 2013-2014, and

WHEREAS, a second public hearing on the proposed 2013-2014 budget was held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on September 18, 2013, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2013-2014 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of $29,782,821, at public hearing this 18th day of September, 2013.

Summary of Budget Workshops

Ms. Houghton provided a summary of the budget. The budget is presented at a millage rate 6.4531 mils which is less than the maximum millage that was sent to the Property Appraiser of 6.9850 mils. The ad valorem rate is 5.22% above the rollback rate of 6.1332 mils and it is .4681 mils greater than the prior year operating millage of 5.9850. The assessed taxable value that supports the millage is $599,061,342. There is a balanced tentative budget of the General Fund for $13,398,786. This includes a pay increase for employees, PBA and IAFF union negotiation changes, a new position in the Police Department at the end of the fiscal year, and a new position

in the Fire Department at the end of the fiscal year. The service level remains similar with the exception of an added service level increase for fire services which includes the implementation of advanced life support. Reserves will be budgeted at approximately 8.5% or 1,137,988; 90% of that will be assigned for unforeseen emergencies and 10% for contingencies. The budget also includes the fire assessment.

Mayor Wolfe asked for public comment.

Robert Madden, Lakeland, Florida

Mr. Madden said he is the president of the General Partner of the Limited Partnership that owns Holiday Mobile Park at 561 E. Burleigh Blvd. Mr. Madden discussed the tax increases over the past few years. He said it has been difficult and he wanted the City to know Holiday receives no exemptions. He asked City Council to revisit this topic and find a way to grant equity to Holiday Mobile Park and any other similar entities affected.

Mr. Drury requested Mr. Madden to email him his data and then he would be able to review his information. He said he would respond to Mr. Madden and discuss his particular situation.

MOTION

Norman Hope moved to set the tentative millage rate at 6.4531 for the next fiscal year, seconded by Lori Pfister. The motion carried unanimously 4-0.

Tab 6) Resolution #2013-13 – Tentative Budget – Fiscal Year 2013-14

Ms. Houghton said the same assumptions are used to support the budget as was discussed for the millage.

Mayor Wolfe asked for public comment.

MOTION

Norman Hope moved to approve the tentative budget as presented, seconded by Bob Grenier. The motion carried unanimously 4-0.

Mr. Drury noted there will be another Public Hearing on the budget in two weeks.

Adjournment

There was no further business and the meeting was adjourned at 5:23 p.m.

Respectfully submitted,

Nancy A. Barnett

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation on Rifles, Rails and Trails Event

OBJECTIVE:

To receive a presentation from Councilmember Grenier and Heather Graham regarding the recent Rifles, Rails, and Trails event held in Wooton Park on September 27-29, 2013.

SUMMARY:

Councilmember Grenier and Heather Graham, organizers of the recent Rifles, Rails, and Trails event held in Wooton Park, will make a presentation.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 3

SUBJECT TITLE: Interlocal Agreement with Lake County for Roundabout and Downtown Landscape Maintenance

OBJECTIVE:

To enter into an interlocal agreement with Lake County for Roundabout and Downtown Landscape Maintenance

SUMMARY:

The intersection of Main Street and Sinclair Avenue was replaced recently with a traffic roundabout. This design has been well received by the community; offering improved traffic flow and adding visual appeal to the area. As a result of this improved design, minor right-of way corrections along with defined maintenance responsibilities had to be agreed upon. This interlocal agreement addresses these concerns and offers an equitable assignment of responsibilities to both parties. Language for the placement of the Freedom Flag Monument is included in this agreement.

OPTIONS:

1. Approval for the City Administrator to enter into an interlocal agreement with Lake County for the maintenance of the roundabout and downtown landscaping.

2. Not to enter into an interlocal agreement with Lake County for an interlocal agreement with Lake County for the maintenance of the roundabout and downtown landscaping.

STAFF RECOMMENDATION:

Option 1. Approval for the City Administrator to enter into an interlocal agreement with Lake County for the maintenance of the roundabout and downtown landscaping.

FISCAL IMPACT:

The City of Tavares will be responsible for one (1) irrigation meter and the streets/ sidewalks in the defined area.

LEGAL SUFFICIENCY:

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

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY, FLORIDA,

AND

CITY OF TAVARES

REGARDING THE ROUNDABOUT

AND

DOWNTOWN LANDSCAPE MAINTENANCE

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter "County"), whose address is 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778, and the **CITY OF TAVARES**, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City"), whose address is Post Office Box 1068, Tavares, Florida 32778.

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, in connection with the expansion of the Lake County Courthouse, at City's request, County constructed a roundabout and made other improvements at the intersection of Main Street and Sinclair Avenue in the City of Tavares, Florida ; and

WHEREAS, such construction included not only road improvements, but also water, wastewater, irrigation and landscaping improvements, and

WHEREAS, the City of Tavares owns and maintains the streets, right of ways and sidewalks in and around the Lake County Courthouse; and

WHEREAS, County owns property consisting of the Courthouse, the Lake County Jail and other property in this area; and

WHEREAS, the parties wish to set forth the responsibilities of each in connection with the aforementioned improvements.

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 hereby agree as follows:

Section 1. Recitals.

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

Section 2. The parties agree as follows:

A. County agrees to dedicate/deed the additional right of way to the City that was part of the Courthouse Project, more particularly described in **Exhibit A** attached hereto.

B. City agrees to maintain the streets, right of ways, roundabout area, pedestrian crossings, and sidewalks located within the City right of way, including the areas to be dedicated/deeded to City as shown on Exhibit A.

C. County agrees to maintain the landscaping and irrigation between the roadway and sidewalk in the Project Area where the adjacent property is owned by County; however, City agrees to provide the necessary water to irrigate the landscaping in these areas at no cost to the County. All other landscaping and irrigation shall be maintained by City or other property owners as the case may be.

D. County and City agree to pay their respective electric utility bills.

E. City shall be responsible for all electrical outlets not part of the irrigation system and for any street lighting within the City right of way. County shall be responsible for any lighting located on property owned by County.

F. By this agreement, County conveys to City its right and title to any water or wastewater lines that are located within City right of way or easements. City agrees to maintain such underground utility lines and to abide by the notice provisions stated herein. City also agrees that should repair or reconstruction of such utility lines become necessary in the future, that City will repair any damage caused to County's property caused by such repair or maintenance.

G. County owns property located on the southwest corner of West Main Street and

South Sinclair Avenue. County agrees to allow City to place the Freedom Flag Monument in a location agreed to by the County Manager. City shall submit the proposed monument design plans to the County Manager for approval. Such approval will be provided within thirty (30 days) upon receipt and will not be reasonably withheld. City will be solely responsible the monument including maintenance and repair.

H. City agrees that it shall not issue any permits for use of County owned property unless County has either applied for such permit or has given its written approval to the applicant for such permit.

Section 4. Termination.

Except as expressly provided herein, the obligations, rights, and benefits contained in this Agreement shall be perpetual.

Section 5. Modification.

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

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

A. For City:

City Administrator
Post Office Box 1068
Tavares, Florida 32778

With a copy to:

Robert Q. Williams, Esq.
380 West Alfred Street
Tavares, Florida 32778

B. For County:

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

With a copy to:

Sanford A. Minkoff, Esq.
P.O. Box 7800
Tavares, Florida 32778

Section 7. Public Records. Pursuant to Section 119.0701, Florida Statutes, the AGENCY shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the AGENCY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Section 8. 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 ____ day of _____, 2013, and by City of Tavares action on the _____ day of _____ 2013, signing by and through its Mayor, its representative duly authorized to execute the same.

COUNTY

LAKE COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman
This _____ day of _____, 2013.

ATTEST:

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

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

CITY

CITY OF TAVARES, FLORIDA

ATTEST:

_____
Robert Wolfe, Mayor

This _____ day of _____, 2013.

_____
Nancy A. Barnett
City Clerk

Approved as to form and legality:

_____
Robert Q. Williams
City Attorney

DESCRIPTION

PARCEL 1

A portion of Lot "D" and Lot "E", Block 15, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, lying within Section 29, Township 19 South, Range 26 East.

BEGIN at the Southwest corner of said Lot "D", Block 15, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, said point also being the intersection with the East right of way line of Sinclair Avenue, an 80.00 foot platted right-of-way, according to said Map of Tavares and the North right of way line of Main Street (also known as Irma Street per said Map of Tavares), an 80.00 foot platted right-of-way, according to said Map of Tavares; thence N01°31'02"E along the East right of way line of said Sinclair Avenue and the West line of the aforesaid Lot "D", a distance of 53.03 feet to a point on a non-tangent curve concaved Northeasterly, having a radius of 84.37 feet, a central angle of 50°16'48" and a chord bearing of S40°47'17"E; thence departing said East right of way line of Sinclair Avenue and said West line of Lot "D" from a tangent bearing of S15°38'53"E run Southeasterly a distance of along the arc of said curve a distance of 74.04 feet to the end of said curve, point also being a point on the aforementioned North right of way line of the aforementioned Main Street and the South line of Lot "D" and Lot "E", Block 15, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida; thence N88°29'36"W along said North right of way line Main Street and said South line of Lot "D" and said South line of Lot "E" a distance of 48.25 feet to the POINT OF BEGINNING.
Containing therein 894 square feet, more or less.

DESCRIPTION CONTINUED ON SHEET 2 OF 7

SURVEYORS REPORT

1. Bearings shown hereon are based on the South Right of Way line of Main Street as being South 88°29'36" East (assumed).
2. This "Sketch of Description" was performed without benefit of a Title search. A Title search may reveal additional information affecting the Parcel as shown.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying Chapter 5J-17.050-.052 requirements.
4. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION	Date: 8/21/2013 DM	Certification Number LB2108 56085087
FOR	Job Number: 56085 / Scale: 1" = 20'	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email info@southeasternsurveying.com
Lake County Facilities Development	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SH. 2-7	JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	SHEET 1 OF 7 SEE SHEETS 4-7 FOR SKETCH	

DESCRIPTION CONTINUED
FROM SHEET 1 OF 7

TOGETHER WITH
PARCEL 2

A portion of Lots "A", "B", "C", "G", "H", "O", and "P", Block 5, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, lying within Section 29, Township 19 South, Range 26 East.

BEGIN at the Northwest corner of said Lot "A" Block 5, Map of Tavares according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, said point also being the intersection with the East right of way line of Sinclair Avenue, an 80.00 foot platted right of way, according to said Map of Tavares and the South right of way line of Main Street (also known as Irma Street per said Map of Tavares), an 80.00 foot platted right of way, according to said Map of Tavares; thence S88°29'36"E along said South right of way line of Main Street a distance of 276.53 feet to the West right of way line of Texas Avenue, a 70.00 foot right of way per said Map of Tavares; thence S01°30'51"W along said West tight of way line of Texas Avenue and East line of Lot "P", a distance of 0.86 feet to the Back of Concrete walk; thence departing said West right of way line of Texas Avenue and East line of Lot "P", N88°35'33"W along said Back of Concrete walk a distance of 205.12 feet to a point on a non-tangent curve concaved Southeasterly having a radius of 75.00 feet and a central angle of 72°15'18" and a chord bearing of S55°21'58"W; thence departing said Back of Concrete walk from a tangent bearing of S88°30'23"E run Southwesterly a distance of 94.58 feet to the end of said curve, point also being a point on the aforementioned East right of way line of Sinclair Avenue and the West line of the aforesaid Lot "A"; thence N01°31'02"E along said East right of way line of Sinclair Avenue and said West line of Lot "A", a distance of 53.37 feet to the POINT OF BEGINNING.
Containing therein 1,293 square feet, more or less.

TOGETHER WITH
PARCEL 3

A portion of Lot "O" and Lot "P", Block 41, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, lying within Section 29, Township 19 South, Range 26 East.

BEGIN at the Northeast corner of said Lot "P" Block 41, Map of Tavares according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, said point also being the intersection with the West right of way line of Sinclair Avenue, an 80.00 foot platted right-of-way, according to said Map of Tavares and the South right of way line of Main Street (also known as Irma Street per said Map of Tavares), an 80.00 foot platted right-of-way, according to said Map of Tavares; thence S01°31'02"W along said West right of way line of Sinclair Avenue and East line of the aforesaid Lot "P", a distance of 63.34 feet to a point on a non-tangent curve concaved Southwesterly having a radius of 81.08 feet and a central angle of 64°35'23" and a chord bearing of N41°30'59"W; Thence departing said East right of way line of Sinclair Avenue and said East line of Lot "P", from a tangent bearing of N02°16'27"W run Northwesterly a distance of 91.40 feet to the end of said curve, point also being a point on the aforementioned South right of way line of Main Street and the North line of Lot "O", Block 41, Map of Tavares according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, and the North line of the aforesaid Lot "P"; thence S88°29'36"E along said South right of way line of Main Street and said North line of Lots "O" and Lot "P", a distance of 59.12 feet to the POINT OF BEGINNING.
Containing therein 1136 square feet, more or less.

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com
Certification Number LB2108

Drawing Number 56085088
Date: 8/21/2013
Sheet 2 of 7
See Sheet 1 for Description & Surveyors Report

DESCRIPTION CONTINUED ON SHEET 3 OF 7

NOT VALID WITHOUT SHEETS 1 AND 3-7

DESCRIPTION CONTINUED
FROM SHEET 2 OF 7

TOGETHER WITH:

PARCEL 4

A portion of Lot "N" and Lot "O", Block 40, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, lying within Section 29, Township 19 South, Range 26 East.

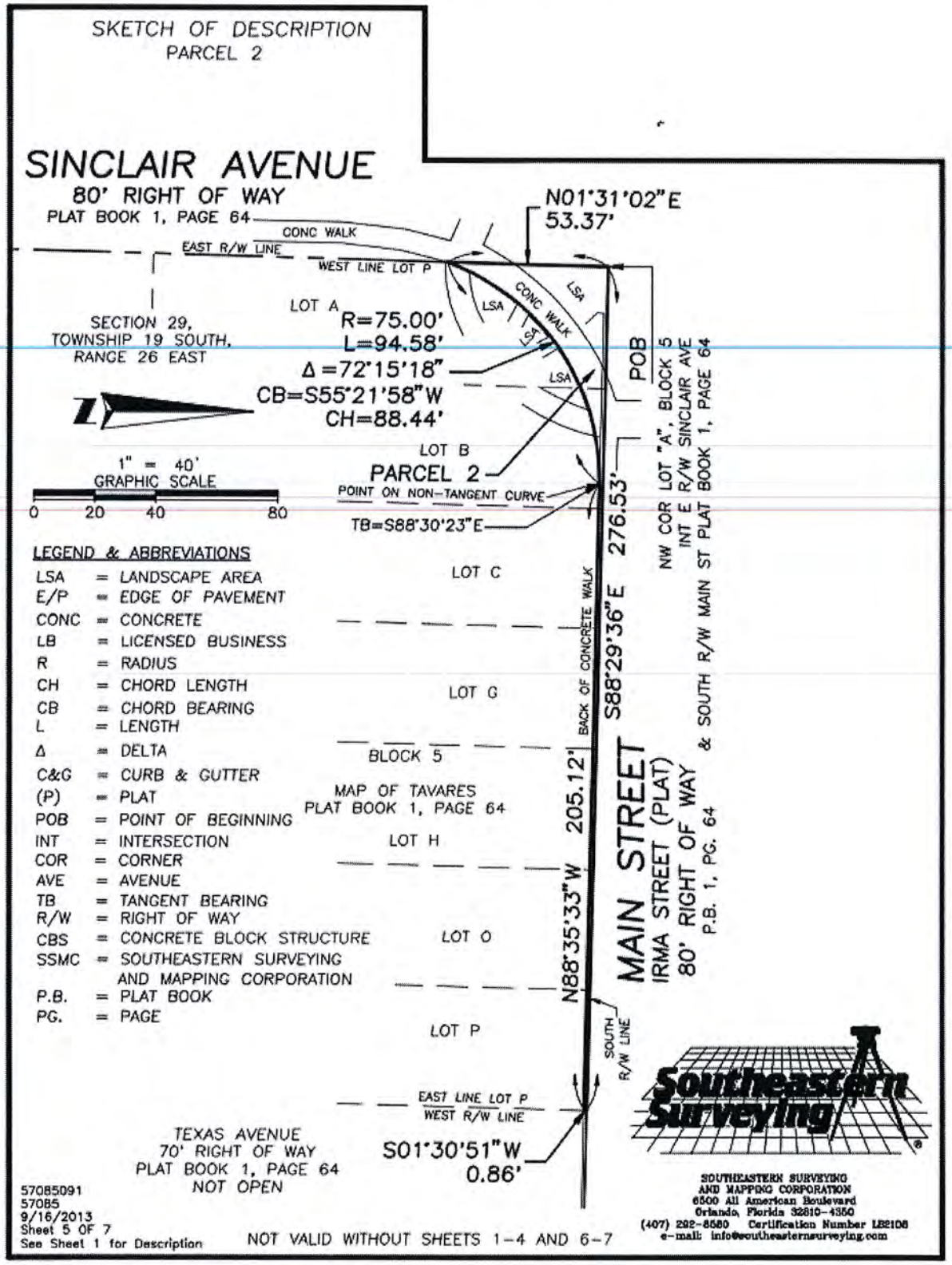
BEGIN at the Southeast corner of Lot "O", Block 40, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, said point also being the intersection with the West right of way line of Sinclair Avenue, an 80.00 foot platted right-of-way, according to said Map of Tavares, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida and the North right of way line of Main Street (also known as Irma Street per said Map of Tavares), an 80.00 foot platted right-of-way, according to said Map of Tavares, as recorded in Plat Book 1, Page 64, of the Public Records of Lake County, Florida; thence N88°29'36"W along said North right of way line of Main Street and the South line of Lot "N", and Lot "O", Block 40, Map of Tavares, according to the plat thereof, as recorded in Plat Book 1, Page 64 of the Public Records of Lake County, Florida, a distance of 47.21 feet to a point on a non-tangent curve concaved Northwesterly having a radius of 52.04 feet and a central angle of 84°19'37" and a chord bearing of N44°01'38"E; thence departing said South line of Lot "N", Lot "O" and said North right of way line of Main Street from a tangent bearing of N88°11'26"E run Northeasterly a distance of 76.59 feet to the end of said curve, point also being a point on the aforementioned West right of way line of Sinclair Avenue and the East line of the aforesaid Lot "O"; thence S01°31'02"W along said West right of way line of Sinclair Avenue and said East line of Lot "O", a distance of 51.49 feet to the POINT OF BEGINNING.

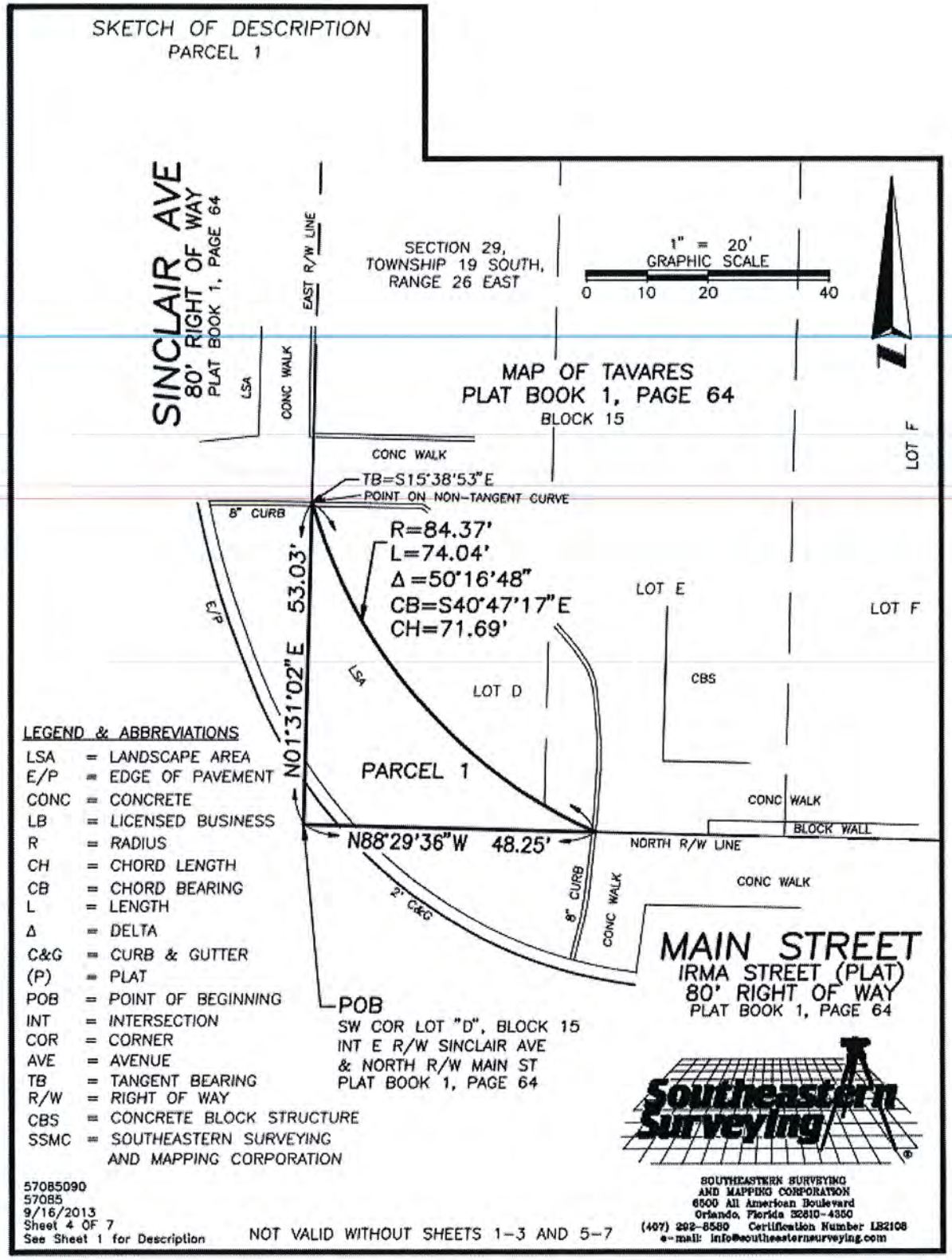
Containing therein 570 square feet, more or less.

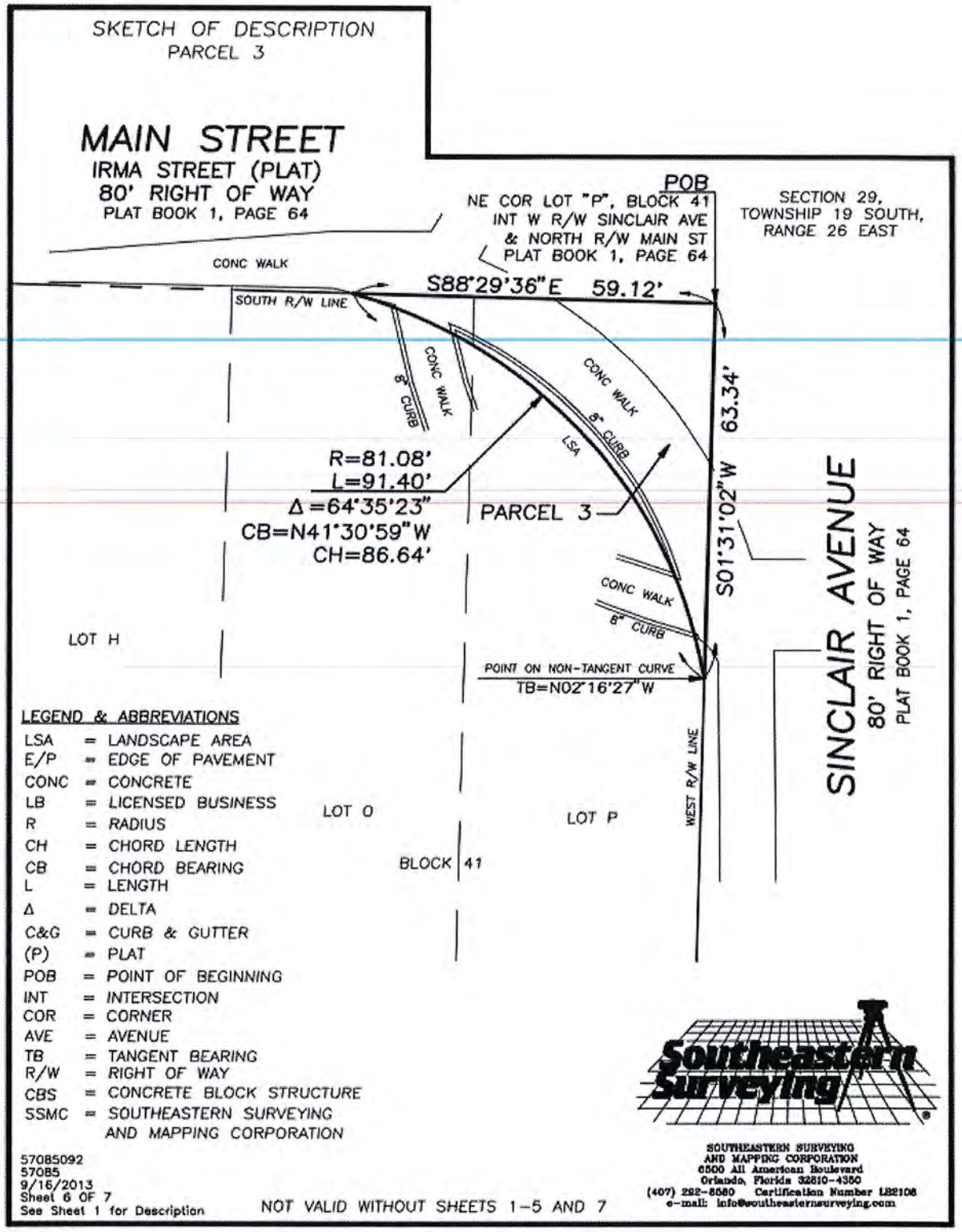
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com
Certification Number LB2108

Drawing Number 56085089
Date: 8/21/2013
Sheet 3 of 7
See Sheet 1 for Description
& Surveyors Report

NOT VALID WITHOUT SHEETS 1,2 AND 4-7


SKETCH OF DESCRIPTION
PARCEL 2
SINCLAIR AVENUE
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
CONC WALK
EAST R/W LINE
WEST LINE LOT P
N01°31'02"E
53.37'
LOT A
R=75.00'
L=94.58'
Δ=72°15'18"
CB=S55°21'58"W
CH=88.44'
LSA
CONC WALK
POB
SECTION 29,
TOWNSHIP 19 SOUTH,
RANGE 26 EAST
1" = 40'
GRAPHIC SCALE
0 20 40 80
LOT B
PARCEL 2
POINT ON NON-TANGENT CURVE
TB=S88°30'23"E
276.53'
S88°29'36"E
NW COR LOT "A", BLOCK 5
INT E R/W SINCLAIR AVE
& SOUTH R/W MAIN ST PLAT BOOK 1, PAGE 64
LEGEND & ABBREVIATIONS
LSA = LANDSCAPE AREA
E/P = EDGE OF PAVEMENT
CONC = CONCRETE
LB = LICENSED BUSINESS
R = RADIUS
CH = CHORD LENGTH
CB = CHORD BEARING
L = LENGTH
Δ = DELTA
C&G = CURB & GUTTER
(P) = PLAT
POB = POINT OF BEGINNING
INT = INTERSECTION
COR = CORNER
AVE = AVENUE
TB = TANGENT BEARING
R/W = RIGHT OF WAY
CBS = CONCRETE BLOCK STRUCTURE
SSMC = SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
P.B. = PLAT BOOK
PG. = PAGE
LOT C
BACK OF CONCRETE WALK
LOT G
BLOCK 5
MAP OF TAVARES
PLAT BOOK 1, PAGE 64
205.12'
LOT H
N88°35'33"W
MAIN STREET
IRMA STREET (PLAT)
80' RIGHT OF WAY
P.B. 1, PG. 64
LOT O
SOUTH R/W LINE
LOT P
EAST LINE LOT P
WEST R/W LINE
TEXAS AVENUE
70' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
NOT OPEN
S01°30'51"W
0.86'
Southeastern Surveying
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com
57085091
57085
9/16/2013
Sheet 5 OF 7
See Sheet 1 for Description
NOT VALID WITHOUT SHEETS 1-4 AND 6-7


SKETCH OF DESCRIPTION
PARCEL 1
SINCLAIR AVE
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
EAST R/W LINE
SECTION 29,
TOWNSHIP 19 SOUTH,
RANGE 26 EAST
1" = 20'
GRAPHIC SCALE
0 10 20 40
LSA
CONC WALK
MAP OF TAVARES
PLAT BOOK 1, PAGE 64
BLOCK 15
CONC WALK
LOT F
TB=S15°38'53"E
POINT ON NON-TANGENT CURVE
8" CURB
R=84.37'
L=74.04'
Δ=50°16'48"
CB=S40°47'17"E
CH=71.69'
LOT E
LOT F
E/P
N01°31'02"E 53.03'
LSA
LOT D
CBS
PARCEL 1
CONC WALK
BLOCK WALL
N88°29'36"W 48.25'
NORTH R/W LINE
CONC WALK
2' C&G
8" CURB
CONC WALK
MAIN STREET
IRMA STREET (PLAT)
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
POB
SW COR LOT "D", BLOCK 15
INT E R/W SINCLAIR AVE
& NORTH R/W MAIN ST
PLAT BOOK 1, PAGE 64
LEGEND & ABBREVIATIONS
LSA = LANDSCAPE AREA
E/P = EDGE OF PAVEMENT
CONC = CONCRETE
LB = LICENSED BUSINESS
R = RADIUS
CH = CHORD LENGTH
CB = CHORD BEARING
L = LENGTH
Δ = DELTA
C&G = CURB & GUTTER
(P) = PLAT
POB = POINT OF BEGINNING
INT = INTERSECTION
COR = CORNER
AVE = AVENUE
TB = TANGENT BEARING
R/W = RIGHT OF WAY
CBS = CONCRETE BLOCK STRUCTURE
SSMC = SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
Southeastern Surveying
57085090
57085
9/16/2013
Sheet 4 OF 7
See Sheet 1 for Description
NOT VALID WITHOUT SHEETS 1-3 AND 5-7
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com


SKETCH OF DESCRIPTION
PARCEL 3
MAIN STREET
IRMA STREET (PLAT)
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
POB
NE COR LOT "P", BLOCK 41
INT W R/W SINCLAIR AVE
& NORTH R/W MAIN ST
PLAT BOOK 1, PAGE 64
SECTION 29,
TOWNSHIP 19 SOUTH,
RANGE 26 EAST
CONC WALK
SOUTH R/W LINE
S88°29'36"E 59.12'
CONC WALK
8" CURB
CONC WALK
8" CURB
LSA
63.34'
S01°31'02"W
R=81.08'
L=91.40'
Δ=64°35'23"
CB=N41°30'59"W
CH=86.64'
PARCEL 3
CONC WALK
8" CURB
SINCLAIR AVENUE
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
LOT H
POINT ON NON-TANGENT CURVE
TB=N02°16'27"W
WEST R/W LINE
LOT O
LOT P
BLOCK 41
LEGEND & ABBREVIATIONS
LSA = LANDSCAPE AREA
E/P = EDGE OF PAVEMENT
CONC = CONCRETE
LB = LICENSED BUSINESS
R = RADIUS
CH = CHORD LENGTH
CB = CHORD BEARING
L = LENGTH
Δ = DELTA
C&G = CURB & GUTTER
(P) = PLAT
POB = POINT OF BEGINNING
INT = INTERSECTION
COR = CORNER
AVE = AVENUE
TB = TANGENT BEARING
R/W = RIGHT OF WAY
CBS = CONCRETE BLOCK STRUCTURE
SSMC = SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
Southeastern Surveying
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AND MAPPING CORPORATION
6500 All American Boulevard
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(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com
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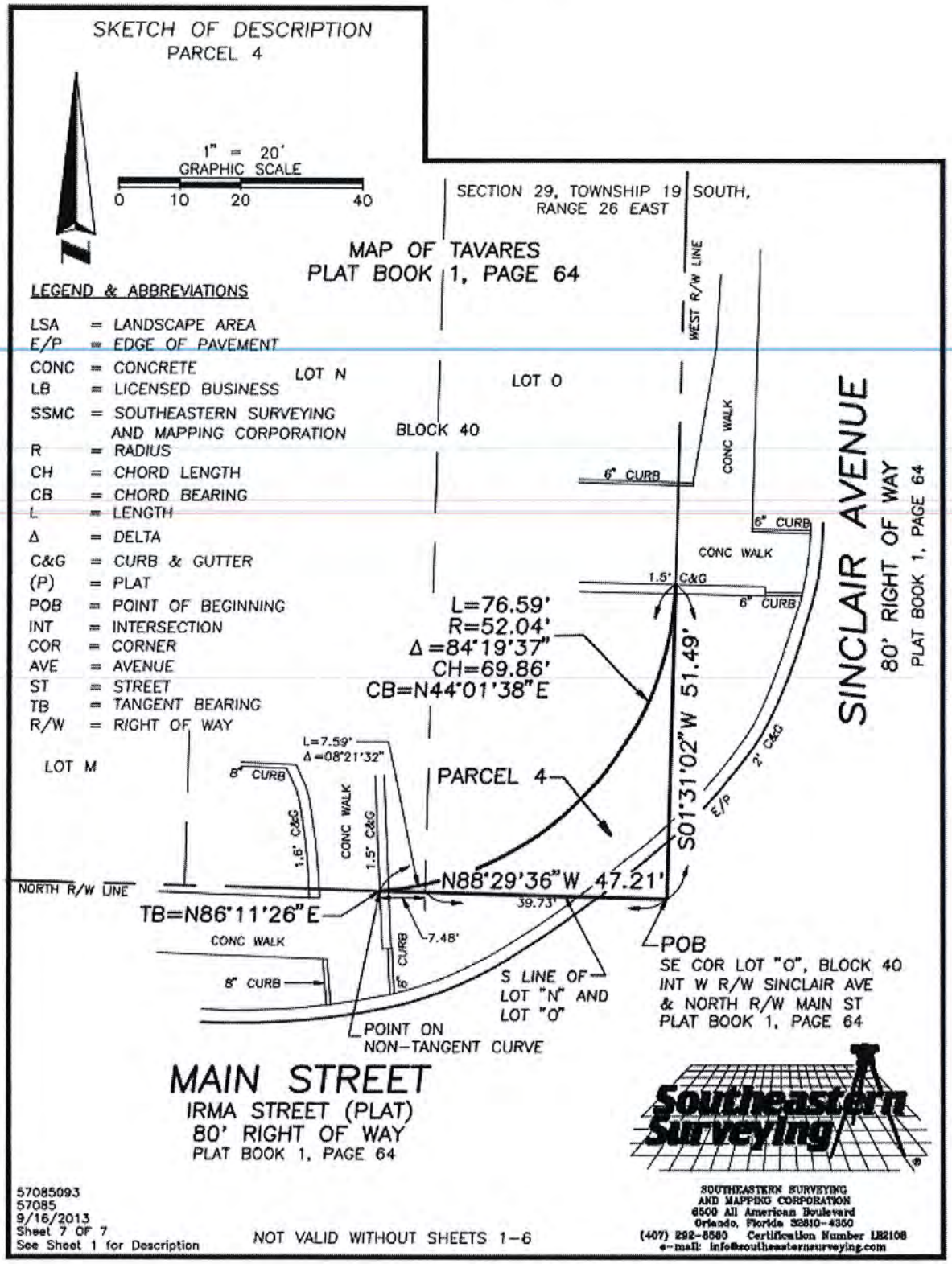
57085
9/16/2013
Sheet 6 OF 7
See Sheet 1 for Description
NOT VALID WITHOUT SHEETS 1-5 AND 7


SKETCH OF DESCRIPTION
PARCEL 4
1" = 20'
GRAPHIC SCALE
0 10 20 40
SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST
MAP OF TAVARES
PLAT BOOK 1, PAGE 64
LEGEND & ABBREVIATIONS
LSA = LANDSCAPE AREA
E/P = EDGE OF PAVEMENT
CONC = CONCRETE
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L = LENGTH
Δ = DELTA
C&G = CURB & GUTTER
(P) = PLAT
POB = POINT OF BEGINNING
INT = INTERSECTION
COR = CORNER
AVE = AVENUE
ST = STREET
TB = TANGENT BEARING
R/W = RIGHT OF WAY
LOT N
LOT O
BLOCK 40
LOT M
WEST R/W LINE
CONC WALK
6" CURB
1.5' C&G
L=76.59'
R=52.04'
Δ=84°19'37"
CH=69.86'
CB=N44°01'38"E
S01°31'02"W 51.49'
SINCLAIR AVENUE
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
2' C&G
E/P
L=7.59'
Δ=08°21'32"
PARCEL 4
1.5' C&G
NORTH R/W LINE
N88°29'36"W 47.21'
39.73'
TB=N86°11'26"E
7.48'
POB
SE COR LOT "O", BLOCK 40
INT W R/W SINCLAIR AVE
& NORTH R/W MAIN ST
PLAT BOOK 1, PAGE 64
S LINE OF LOT "N" AND LOT "O"
POINT ON NON-TANGENT CURVE
MAIN STREET
IRMA STREET (PLAT)
80' RIGHT OF WAY
PLAT BOOK 1, PAGE 64
Southeastern Surveying
57085093
57085
9/16/2013
Sheet 7 OF 7
See Sheet 1 for Description
NOT VALID WITHOUT SHEETS 1–6
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 4

SUBJECT TITLE: Approve agreement with CivicPlus for upgrades and redesign of City website

OBJECTIVE: To upgrade the City's website to current standards, adopt functionality compatible with a wider variety of mobile devices and tablets, and to improve the overall appearance and navigation.

SUMMARY: Previously, the Council approved an agreement with CivicPlus in 2010 to create the City's current website. Since that time the website has had 560,000 visitors, 1.6 million page views, and expanded to over one thousand pages, files and photographs. The website has become a major source of information for our residents, businesses and visitors and is a critical communications tool for the City.

Websites were normally updated every two to three years. Today, the aggressive advance of mobile technology has significantly shortened this timeframe. The City's website will soon be four years old and is past due for an upgrade. In addition, the City's online presence has continued to evolve with the addition of several business enterprises, pavilion rentals, event calendars, and soon to come, Tavares Pavilion on the Lake.

The agreement with CivicPlus, our current website provider, will include redeveloping the current website to incorporate improved functionality, upgraded data modules, and improved access by users of multiple devices. This upgrade was anticipated and the cost was included in the FY 2013/2014 budget.

OPTIONS:

1. Approve the agreement with CivicPlus to upgrade the existing website
2. Do not approve the agreement with CivicPlus to upgrade the existing website

STAFF RECOMMENDATION:

Staff recommends approving the agreement with CivicPlus to upgrade the existing website.

FISCAL IMPACT: The agreement to upgrade the website is $7,879. The cost of this upgrade is included in the FY2013/1014 budget.

Funding Source: General Fund, contractual services

LEGAL SUFFICIENCY: Legally sufficient

CivicPlus Redesign Contract

Organization	Tavares, FL			URL	www.tavares.org
Street Address	201 E. Main Street				
Address 2					
City	Tavares	State	FL	Postal Code	32778

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Joyce Ross, 352.742.6264 (office); 352.455.7349 (cell)
Emergency Contact & Mobile Phone	Alex Patton, 352.742.6425 (office); 352.602.0862 (cell)
Emergency Contact & Mobile Phone	Lori Houghton, 352.742.6212 (office); 352.516.2004 (cell)

Billing Contact	Lori Houghton/Joyce Ross			E-Mail	lhoughton@tavares.org; jross@tavares.org
Phone	352-742-6212 / 352-742-6264	Ext.	N/A	Fax	352-742-6351
Billing Address	201 E. Main Street				
Address 2					
City	Tavares	ST	FL	Postal Code	32778
Tax ID #	59-6000438			Sales Tax Exempt #	
Billing Terms	Annual			Account Rep	Reece Hammitt
Info Required on Invoice (PO or Job #)					

Contract Contact	Joyce Ross			Email	jross@tavares.org
Phone	352-742-6264	Ext.	N/A	Fax	352-742-6351
Project Contact	Joyce Ross			Email	jross@tavares.org
Phone	352-742-6264	Ext.	N/A	Fax	352-742-6351

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a basic redesign of the Tavares, FL ("Client") website that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.

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3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.
4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
5. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

6. One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced upon website Go-Live.
7. The Client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
8. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
10. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
11. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
12. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment
13. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.
14. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or $5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
15. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay $250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content and CivicPlus Government Content Management System ("GCMS®") software.

Changes to Existing Service

16. Effective with this renewal, the following services will be added:

Services to be ADDED	One-Time Fee	Monthly Fee
Redesign of current website	$7,879	N/A
Additional Modules (Exhibit A)	Waived	Waived

Agreement Renewal

17. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
18. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
19. In the event of early termination of this Agreement by the Client, full payment of the remainder of the contract is due within 15 days of termination.
20. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

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Support

21. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
22. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
23. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
24. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

25. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
26. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
27. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
28. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
29. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

30. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content, as well as the GCMS® software.
31. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
32. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
33. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

34. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

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35. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
36. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

37. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

City of Tavares, FL | Date

CivicPlus | Date

Sign and E-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank—

Exhibit A - CivicPlus Project Deliverables

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign			
Design & Project Overview		**Annual Fee Increase**	**One Time Fee**
• Redevelop banner • Up to 3 graphic buttons to promote special services • Redevelop navigation method (may choose top drop-down or other options) • Select color scheme to match new graphics • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)		**N/A**	**$7,879**
Add-On Options			
Inclusion of all standard modules (see module listing)	*Optional*		
Content Development – Develop all Content Pages	*Optional*		
Portal Page	*Optional*		
Portal page with Flash	*Optional*		
Additional Banners	*Optional*		
12 hours interactive webinar training (up to 6 employees) *Quote includes free use of up to 6 webcams and headsets*	*Optional*		
	Annual Fee Increase	**N/A**	
	Total One-Time Fee		**$7,879**
	Total Due (depends on payment terms)	**$7,879**	

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Project Development Includes the Following:

Modules	Functionality
• Agenda Center	• Action Items Queue
• Alerts Center & Emergency Alert Notification	• Audit Trail / History Log
• Archive Center	• Automated PDF Converter
• Bid Postings	• Automatic Content Archiving
• Blog	• Content Library
• Business/Resource Directory	• Dynamic Breadcrumbs
• Calendar	• Dynamic Sitemap
• Carbon Calculator	• Expiring Items Library
• Citizen Request Tracker™ (5 users)	• Generic Mobile App (iOS & Android)
• Community Voice™	• Graphic Link Administration
• Document Center	• Links Redirect and Broken Links Finder
• ePayment Center	• Menu Management
• Facilities & Reservations	• Mouse-over Menu Structure
• Frequently Asked Questions	• MuniMobile™
• Forms Center	• Online Editor for Editing and Page Creation (WYSIWYG)
• Healthy City	• Online Web Statistics (Only with CivicPlus Hosting)
• Intranet	• Page Wizard w/Multiple Layouts
• Job Postings	• Printer Friendly/Email Page
• License & Permits	• Rotating Content
• Media Center with Live Streaming Video	• RSS
• My Dashboard	• Search Engine Registration
• News Flash	• Site Layout Options
• Notify Me® Email & SMS Text Subscription	• Site Search & Entry Log
• Online Job Application with 1 Generic Application	• Slideshow
• Opinion Poll	• Social Media Integration (Facebook & Twitter)
• Photo Gallery	• User & Group Administration Rights
• Postcard	• Web Page Upload Utility
• Quick Links	• Website Administrative Log
• Real Estate Locator	
• Spotlight	
• Staff Directory	

Annual Support, Maintenance & Hosting Service Include the Following:

Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response during Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Natural Gas Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		

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Exhibit B - Annual Support, Maintenance and Hosting Services

Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 10 GB Media Center Storage not to exceed 10 GB	**$4,128.60**
Annual Increase	**$123.96**
New Annual Fee (Effective on August 1, 2014)	**$4,252.56**

Annual Support, Maintenance & Hosting Service Include the Following:

Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response during Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Natural Gas Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		
CivicPlus University		

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 5

SUBJECT TITLE: Council approval for city to accept the Land and Water Conservation Fund grant to use for the Woodlea Sports Complex, Phase II Expansion Project.

OBJECTIVE:

To seek approval from council for staff to accept the grant from the Land & Water Conservation Fund to be used towards the Woodlea Sports Complex, Phase II Expansion Project.

SUMMARY:

The Land and Water Conservation Fund Program (LWCF) is a competitive program that provides grants for acquiring or developing land for public outdoor recreational use. LWCF is a reimbursement grant program with a maximum reimbursement amount of $200,000. The program is administered by the Florida Department of Environmental Protection (DEP), Division of Recreation and Parks on behalf of the U.S. Department of the Interior, National Park Service (NPS).

The city was recently awarded the $200,000 grant based on our application from 2011 as federal monies became available. The grant was instituted to be a 50% matching grant for development of recreational facilities. Since the city's application was submitted, the city has spent the budgeted allocated matching dollars to build the first phase of the expansion project to include the land clearing, grading and construction of two baseball fields.

If accepted, the grant would require that the city secures an additional $200,000 in matching funds over the next three (3) years to be spent during the phase II project. We anticipate that a majority of these matching funds can come from other grant sources to include the Lake County Tourist & Development Council Capital Projects Funding program. This program accepts grant applications twice per year and would be eligible to serve as a match for the awarded LWCF grant.

Plans for the Woodlea Sports Complex, Phase II Expansion would include the addition of another baseball field, a multipurpose field, lighting, and a restroom/concession facility.

If accepted, staff would move forward with discussions to finalize the grant award procedures and bring an official agreement back to the council for final approval. From that point, the city would have three (3) years to secure the matching funds and complete the next phase of the expansion project.

OPTIONS:

1) Approve staff to accept the Land & Water Conservation Fund to use towards the Woodlea Sports Complex expansion.
2) Do not approve staff to accept for the Land & Water Conservation Fund to use towards the Woodlea Sports Complex expansion.

STAFF RECOMMENDATION:

Staff recommends council approve staff to accept the grant from the Land & Water Conservation Fund to use towards the Woodlea Sports Complex expansion.

FISCAL IMPACT:

The grant will be administered through a reimbursement process with a 50% / 50% matching ratio of applicant dollar and LWCF program dollar.

LEGAL SUFFICIENCY: Legally sufficient

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 16, 2013

AGENDA TAB NO. 6 **FIRST READING**
SUBJECT TITLE: Ordinance 2013-19
Amendment to City's Land Development Regulations
Redefining A single Large User Of Reclaim Water

OBJECTIVE:

To redefine a single large user of reclaim water as using 70,000 gallons per day or more.

SUMMARY:

By way of background, during the last water/sewer rate study that was conducted four years ago, the City did not have a reclaim system and placed a "place holder" number of 200,000 gallons per day as the definition of a single large user of reclaim water. Large users get a reduction in base fees from $9.32 to $7.92 per month or $1.40 per month (unadjusted for CPI increases), and they will receive a reduction in usage charges per 1000 gallons from $.94 to $.80 (assuming lowest usage charge for General Use and amounts are unadjusted for CPI increases). Now that the system is complete and the city has experience with hooking up and selling reclaimed water, it is recommended that the city right size the definition of single large user for a city of this size to 70,000 gallons per day or more. A single family home uses 300 gpd per day by comparison.

The city currently sells reclaimed water to 220 individual homes (Foxborough (114 homes), Palmer Homes on Slim Hayward (18), Oak Bend (17), Martins Grove (71)), the City cemetery and two (2) agricultural businesses. The city does not have many large users, however Bay Tree has indicated an interest in converting its community wide common area irrigation system from potable drinking water to reclaimed water and if they do would be an example of a large user as they are expected to use around 75,000 gallons per day if they make the migration from drinking water to reclaimed water. If they did, this frees up permitted drinking water for others in the future.

OPTIONS:

1. Move to adopt Ordinance No. 2013 - 19 which defines single large user as 70,000 gallons per day or more.

2. Do not approve Ordinance No. 2013-19

STAFF RECOMMENDATION:

1. Move to adopt Ordinance No. 2013 - 19 which defines single large user as 70,000 gallons per day or more.

FISCAL IMPACT:

Could result in increased sales of reclaimed water and reduced sales of potable drinking water for those large single users who migrate their irrigation systems from drinking water to reclaimed water.

LEGAL SUFFICIENCY: City Attorney approves for legal sufficiency.

ORDINANCE 2013- 19

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, RELATING TO RECLAIMED WATER UTILITY SERVICE; AMENDING SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO RECLAIMED WATER UTILITY RATES; AMENDING THE DEFINITION OF "LARGE USER"; AUTHORIZING BULK SERVICE AGREEMENTS FOR CERTAIN RECLAIMED WATER LARGE USERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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.

(A) The City Council hereby adopts the reclaimed water rate schedule as set forth in the following table as Exhibit "A".

Exhibit "A"

Reclaimed Water Utility Rate Schedule (as per Rate Study)

GENERAL SERVICE:				
			Inside City	**Outside City**
Monthly Base Charge per EIC			$9.32	$11.65
Plus	Usage Rate Per 1,000 Gallons			
	Block 1	0 - 5,000 gallons per month	$0.94	$1.17
	Block 2	5,001 - 10,000 gallons per month	$1.35	$1.68
	Block 3	10,001 - 15,000 gallons per month	$2.20	$2.75
	Block 4	Above 15,000 gallons per month	$2.95	$3.68

General Service block allowances in gallons per EIC

LARGE USER:		
	Inside City	**Outside City**
Pressure		
Monthly Base Charge per EIC	$7.92	$9.90
Usage rate per 1,000 gallons all flow	$0.80	$1.00
Non Pressure		
Monthly Base Charge per EIC	$5.97	$7.46
Usage rate per 1,000 gallons all flow	$0.60	$0.75

(B) For purposes of the table, "EIC" is defined as Equivalent Irrigation Connection. Application of the EIC basis to customers within the City's service area is as follows:

(1.) Single-family lots consisting of one-half acre or less are equal to one EIC.

(2.) All other General Service connections are the greater of: one EIC; or the area in square feet subject to irrigation times 0.083 gpd/sf divided by 300 gpd/EIC and rounded up to the next higher number; or the requested amount of service in gpd divided by 300 gpd/EIC and rounded to the next higher number.

(C) For the purposes of customer classification, reclaimed water customers shall be classified as follows:

(1.) General Service – consisting of single and multi-family residential, and commercial customers with meter sizes less than 2.00 inches; With respect to general service meter sizes greater than 2.00 inches, the Utility Director, in his sole discretion, shall determine whether the customer shall be classified as a General Service customer or a Large User; or

(2.) Large Users are individual customers purchasing reclaimed water for property owned or used by the customer that: (a) utilize 70,000 gpd or greater of reclaimed water on an average annual daily basis; (b) connect directly to reclaimed water major transmission mains; and (c) enter into contractual agreements with the Utility, whereby, contributions, quantities and methods of delivery are specifically detailed. Reclaim water flow amounts and EICs for contractual agreements with the Utility shall be based on the greater of: (a) available historical data for the customer, which shall be reviewed annually and adjusted if applicable; or (b) criteria in (B) (2.) above All such agreements shall provide that a specific or minimum flow of reclaimed water and/or pressure at the point of connection are interruptible and not guaranteed by the City. The Large User

customer class is further separated into two subclasses consisting of: (i) Pressurized – those requiring pressurized delivery to facilitate the customer's distribution needs; and (ii) Non-Pressurized – those customers taking delivery into storage facilities without the need for system pressure.

(D) Commencing on October 1, 2010, and each year thereafter, rates set forth in Exhibit "A" shall be adjusted by the greater of: (i) 1.0 percent; or (ii) 1.0 percent per year in addition to the annual indexing for inflation pursuant to the Consumer Price Index as of March 31, 2010 and each year thereafter. The new rates shall be calculated by multiplying the existing rates by a fraction, the numerator of which shall be the index for the month of March of the same calendar year for which the increase applies and the denominator shall be the index for the month of March of the previous calendar year.

(EXAMPLE: increases for October 1, 2009, would use numerator for March 2009 and denominator for March 2008. 212.709/213.528 = 0.9962 which is an increase of 0.38%)

(E) All rate adjustments containing fractional amounts less than one cent shall, upon calculation, be rounded up to the nearest whole cent.

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

_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST:

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

_____
Approved as to form:
Robert Q. Williams
City Attorney

First Reading _____

Passed Second Reading _____

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 7

SUBJECT TITLE: Ordinance #2013-16 – Amendment to Chapter 15 of the Police Pension Plan – Sections 15-74 Related to Investment Restrictions – Second Reading

OBJECTIVE:

To approve Ordinance #2013-16 amending Chapter 15, Section 15-74 of the Police Pension Plan

SUMMARY:

Ordinance #2013-16 has been prepared by the Police Pension Plan Attorney and reviewed and approved by the Police Pension Board. It amends Section 15-74 to broaden the permissible investment restrictions which is permitted by Florida Statutes Chapter 185. The change has been recommended by the Board's investment professionals to allow more flexibility in the investment asset allocation. See letter from Board Attorney and Board Actuarial Foster & Foster.

The ordinance has been reviewed by the Bogdahn Group who has recommended approval (see attached letter).

OPTIONS:

1. Move to approve Ordinance #2013-16 amending Chapter 15, Section 15-74 of the Police Pension Plan
2. Do not approve Ordinance #2013-16

STAFF RECOMMENDATION:

Option 1: Move to approve Ordinance 2013-16 as recommended by the Board Attorney, financial consultants, and City's retirement consultant.

FISCAL IMPACT: See report from the Bogdahn Group.

LEGALLY SUFFCIENCY: The ordinance is legally sufficient

ORDINANCE NO. 2013-16___

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-74, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; 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 IV, Police Officers' Pension Trust Fund, of the Code of Ordinances of the City of Tavares, is hereby amended by amending Section 15-74, Finances and Fund Management, subsection (f)(2), to read as follows:

* * * * *

(2) All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be ~~limited~~ subject to the following:

~~a. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.~~

~~b. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.~~

~~c. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.~~

~~d. Bonds issued by the State of Israel.~~

~~e. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:~~

~~1. Except as provided in subparagraph 2., all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.~~

~~2. Up to twenty-five percent of the assets of the fund at market value may be invested in foreign securities.~~

~~3. The board shall not invest more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five (5) percent of the outstanding capital stock of that company, nor shall the aggregate of its investments in common stock, capital stock and convertible securities at cost exceed seventy (70) percent of the assets of the fund.~~

a. Notwithstanding any limitation provided for in Chapter 185, Florida Statutes to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the Fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the

Board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the Fund at market value be invested in foreign securities.

b. The Board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the Board at least annually.

c. In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100 and Revenue Ruling 2011-1 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Tavares.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: That this Ordinance shall become effective upon its adoption.

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

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: October 2, 2013_____

Passed Second Reading:_____

ATTEST:

_____
Nancy A. Barnett
CITY CLERK

Approved as to form:

_____
Robert Q. Williams
CITY ATTORNEY

Orlando Sentinel/Lake Sentinel
Sunday, October 6, 2013 Edition
Ordinance 2013-16

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2013-16, Second Reading, on October 16, 2013 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE NO. 2013-16

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-74, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; 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.

LAK1256761 10/06/2013

ACTUAL AD SIZE LARGER THAN IMAGE

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

July 29, 2013

Mr. Sean Dison
Tavares Police Officers' Pension Trust Fund
P. O. Box 1068
Tavares, Florida 32778-1068

Re: City of Tavares Police Officers' Pension Trust Fund

Dear Sean:

At the direction of the Board, enclosed please find a proposed ordinance amending the City of Tavares Police Officers' Pension Trust Fund. This ordinance amends Section 15-74, Finances and Fund Management, to broaden the permissible investment restrictions (which is permitted by Chapter 185, Florida Statutes). The change has been recommended by the Board's investment professionals to allow more flexibility in the investment asset allocation in order to increase the investment return and still minimize risk. Increased returns could result in a lower funding requirement from the City.

Please provide a copy of this ordinance to each member of the board for review and approval at the next meeting.

By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating that there is no cost associated with the adoption of this ordinance.

If you have any questions, please feel free to give me a call.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

August 13, 2013

VIA EMAL AND MAIL

Mr. Sean Dison
City of Tavares Police Officers' Pension Trust Fund
PO Box 1068
Tavares, FL 32778

Re: City of Tavares Police Officers' Pension Trust Fund

Dear Sean:

In response to the letter from Scott Christiansen dated July 29, 2013, we have reviewed the proposed Ordinance (identified on page 4 as dm/tav/pol/07-18-13.ord) amending Section 15-74 on Finances and Fund Management, and 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 R. Christiansen, Plan Attorney
cc: Captain David Myers
cc: Nancy Barnett, City Clerk

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

THE BOGDAHN GROUP
simplifying your investment and fiduciary decisions

MEMORANDUM

FROM:	The Bogdahn Group;
	Daniel Johnson, Steve Gordon, and Mike Welker, CFA
TO:	City of Tavares (Pension Trust Funds)
DATE:	August 16, 2013
RE:	Summary of Proposed Pension Ordinance Revisions

We have provided below our initial review of the proposed ordinance revisions for the City of Tavares Police Officers' Pension Trust Fund "Police" and Firefighters' Pension Trust Fund "Fire". For purposes of this review we have consolidated our summary to focus on each Ordinance proposed jointly across the two plans to provide a more efficient synopsis.

"Investment" Ordinance Revision Review

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-74, FINANCES AND FUND MANAGEMENT

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 15-104, FINANCES AND FUND MANAGEMENT

The "Investment" ordinance has been proposed and as outlined in the letter from the Plans' legal counsel, represents a proposed change to broaden the investment restrictions of the Pension Plans.

The proposed revisions provide for the removal of investment constraints to the Pension Plans' investment portfolios within the allowed guidelines established by the State Statutes Chapter 175 and 185. This broadening of the Pension Plans allowable investment structure would now provide for the Plans to change existing allocations or make allocations to new asset classes, and not require further revision to the ordinance to make these changes. While the removal of the investment parameters could allow the plans to take increased amounts of risk, it will additionally provide the Plans with the capability to take advantage of investment opportunities that may not be currently permissible in the ordinance. This revision is proposed by each of the Pension Boards' based on the recommendations of their investment professionals to allow them to adjust their investment structure to enhance the investment return of the Plans while still controlling for risks. Even though the restrictions have been broadened at the ordinance level the Investment Policy Statement for each plan will be more restrictive. As mentioned earlier each Board will now have the flexibility to add new asset classes without requesting ordinance modification. They would just need to edit the Investment Policy Statement which can be done much more efficiently.

Considerations: The Council should consider that removing these constraints could allow for increased opportunities for the Board to make changes to the investment structure, by imposing fewer restrictions on this investment portfolio.

Conclusion: The Pension Boards and their investment professionals are fiduciaries. Their main task is to administer the fund for participants and beneficiaries. We believe it is reasonable for each Board to request this additional flexibility to more efficiently and prudently administer the investments of each plan. We would recommend the commission approve this "Investment" ordinance change.

4901 Vineland Road ◌ Suite 600 ◌ Orlando, Florida 32811
Telephone (866) 240-7932 ◌ Facsimile (863) 292-8717
www.bogdahngroup.com

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 8

SUBJECT TITLE: Ordinance #2013-17 – Amendment to Chapter 15 of the Fire Pension Plan – Sections 15-104 Related to Investment Restrictions – Second Reading

OBJECTIVE:

To approve Ordinance #2013-17 amending Chapter 15, Section 15-104 of the Fire Pension Plan

SUMMARY:

Ordinance #2013-17 has been prepared by the Fire Pension Attorney and reviewed and approved by the Fire Pension Board. It amends Section 15-104 to broaden the permissible investment restrictions which is permitted by Florida Statutes Chapter 185. The change has been recommended by the Board's investment professionals to allow more flexibility in the investment asset allocation. See letter from Board Attorney and Board Actuarial Foster & Foster.

The ordinance has been reviewed by the Bogdahn Group who has recommended approval (see attached letter).

OPTIONS:

1. Move to approve Ordinance #2013-17 amending Chapter 15, Section 15-104 of the Fire Pension Plan
2. Do not approve Ordinance #2013-17

STAFF RECOMMENDATION:

Option 1: Move to approve Ordinance 2013-17 as recommended by the Board Attorney, financial consultants, and City's retirement consultant.

FISCAL IMPACT: See report from the Bogdahn Group.

LEGALLY SUFFCIENCY: The ordinance is legally sufficient

ORDINANCE NO. 2013-17

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 15-104, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; 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 15-104, Finances and Fund Management, subsection (f)(2), to read as follows:

* * * * *

(2) All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be ~~limited~~ subject to the following:

~~a. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.~~

~~b. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.~~

~~c. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.~~

~~d. Bonds issued by the State of Israel.~~

~~e. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:~~

~~1. Except as provided in subparagraph 2., all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.~~

~~2. Up to twenty-five (25) percent of the assets of the fund at market value may be invested in foreign securities.~~

~~3. The board shall not invest more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five (5) percent of the outstanding capital stock of that company, nor shall the aggregate of its investments in common stock, capital stock and convertible securities at cost exceed seventy (70) percent of the assets of the fund.~~

a. Notwithstanding any limitation provided for in Chapter 175, Florida Statutes to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the Fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the Board, including but not limited to common or

preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the Fund at market value be invested in foreign securities.

b. The Board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the Board at least annually.

c. In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100 and Revenue Ruling 2011-1 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Tavares.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: 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: October 2, 2013

Passed Second Reading:_____

ATTEST:

_____
Nancy A. Barnett
CITY CLERK

Approved as to form:

_____
Robert Q. Williams
CITY ATTORNEY

Orlando Sentinel/Lake Sentinel
Sunday, October 6, 2013 Edition
Ordinance 2013-17

CITY OF TAVARES

NOTICE IS HEREBY GIVEN that the Tavares City Council will consider Ordinance 2013-17, Second Reading, on October 16, 2013 at 4:00 p.m. Tavares City Hall, 201 E. Main Street, Tavares, FL 32778.

ORDINANCE NO. 2013-17

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 15-104, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; 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.

LAK1256721 10/6/2013

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

July 29, 2013

Chief Richard Keith
Tavares Firefighters Pension Trust Fund
424 E. Alfred St.
Tavares, Florida 32778

Re: City of Tavares Firefighters' Pension Trust Fund

Dear Richard:

At the direction of the Board, enclosed please find a proposed ordinance amending the City of Tavares Firefighters' Pension Trust Fund. This ordinance amends Section 15-104, Finances and Fund Management, to broaden the permissible investment restrictions (which is permitted by Chapter 175, Florida Statutes). The change has been recommended by the Board's investment professionals to allow more flexibility in the investment asset allocation in order to increase the investment return and still minimize risk. Increased returns could result in a lower funding requirement from the City.

Please provide a copy of this ordinance to each member of the board for review and approval at the next meeting.

By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating that there is no cost associated with the adoption of this ordinance.

If you have any questions, please feel free to give me a call.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

August 13, 2013

VIA EMAL AND MAIL

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 July 29, 2013, we have reviewed the proposed Ordinance (identified on page 4 as dm/tav/fire/07-18-13.ord) amending Section 15-104 on Finances and Fund Management, and 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 R. Christiansen, Plan Attorney

THE BOGDAHN GROUP
simplifying your investment and fiduciary decisions

MEMORANDUM

FROM:	The Bogdahn Group;
	Daniel Johnson, Steve Gordon, and Mike Welker, CFA
TO:	City of Tavares (Pension Trust Funds)
DATE:	August 16, 2013
RE:	Summary of Proposed Pension Ordinance Revisions

We have provided below our initial review of the proposed ordinance revisions for the City of Tavares Police Officers' Pension Trust Fund "Police" and Firefighters' Pension Trust Fund "Fire". For purposes of this review we have consolidated our summary to focus on each Ordinance proposed jointly across the two plans to provide a more efficient synopsis.

"Investment" Ordinance Revision Review

AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES; AMENDING SECTION 15-74, FINANCES AND FUND MANAGEMENT

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 15-104, FINANCES AND FUND MANAGEMENT

The "Investment" ordinance has been proposed and as outlined in the letter from the Plans' legal counsel, represents a proposed change to broaden the investment restrictions of the Pension Plans.

The proposed revisions provide for the removal of investment constraints to the Pension Plans' investment portfolios within the allowed guidelines established by the State Statutes Chapter 175 and 185. This broadening of the Pension Plans allowable investment structure would now provide for the Plans to change existing allocations or make allocations to new asset classes, and not require further revision to the ordinance to make these changes. While the removal of the investment parameters could allow the plans to take increased amounts of risk, it will additionally provide the Plans with the capability to take advantage of investment opportunities that may not be currently permissible in the ordinance. This revision is proposed by each of the Pension Boards' based on the recommendations of their investment professionals to allow them to adjust their investment structure to enhance the investment return of the Plans while still controlling for risks. Even though the restrictions have been broadened at the ordinance level the Investment Policy Statement for each plan will be more restrictive. As mentioned earlier each Board will now have the flexibility to add new asset classes without requesting ordinance modification. They would just need to edit the Investment Policy Statement which can be done much more efficiently.

Considerations: The Council should consider that removing these constraints could allow for increased opportunities for the Board to make changes to the investment structure, by imposing fewer restrictions on this investment portfolio.

Conclusion: The Pension Boards and their investment professionals are fiduciaries. Their main task is to administer the fund for participants and beneficiaries. We believe it is reasonable for each Board to request this additional flexibility to more efficiently and prudently administer the investments of each plan. We would recommend the commission approve this "Investment" ordinance change.

4901 Vineland Road ◌ Suite 600 ◌ Orlando, Florida 32811
Telephone (866) 240-7932 ◌ Facsimile (863) 292-8717
www.bogdahngroup.com

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 9

SUBJECT TITLE: Catering Request for Qualifications (RFQ) for Pavilion on the Lake

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OBJECTIVE: To approve the catering Selection Committee and authorize the solicitation of proposals through the RFQ process for between five to seven catering companies to service the Pavilion on the Lake under a five year contract.

SUMMARY: As part of the standard operations of the Pavilion, staff has developed a Request for Qualifications for catering services that would be advertised on the city's website, on Demand Star, in the Daily Commercial, in the Orlando Sentinel, and posted on the website of the National Association for Catering and Events -- a catering trade group.

Based on research there are essentially two (2) options available to provide food and beverage services to patrons at event centers like the Pavilion On The Lake. One option is for only the hosting facility to provide the catering food and beverage services as is the case at: Mission Inn, Lakeside Inn, and Lake Receptions. The other option is to open the catering services up to multiple venders through a competitive qualifications based method as is the case with Lake Mary and Leu Gardens.

The later methodology is recommended for the Pavilion On the Lake and therefore it is recommended that an RFQ be initiated for the solicitation of proposals from qualified food and beverage caterers by the end of October with a presentation to City Council in February on the top five to seven ranked caterers.

The recommended Selection Committee to review the respondent's proposals is as follows:

Lori Pfister, Councilmember/Project Liaison
Tamera Rogers, Community Services Director/Project Manager
Joyce Ross, Public Communications Director
Orin Owen, Chamber of Commerce President
Joan Ordazzo, Florida Hospital Waterman Foundation Event Planner
Bill Mathias, Owner/President Mathias Foodservice Equipment Company
Chef Jeffrey A. Rotz, CEC, CCE, AAC

The Selection Committee is considered a public meeting and will be advertised accordingly.

OPTIONS:

1) To approve the catering Selection Committee and authorize the solicitation of proposals through the RFQ process.

2) Develop a different catering selection committee and authorize the solicitation of proposals through the RFQ process.

3) Do not move forward with a catering RFQ process.

STAFF RECOMMENDATION:

That Council moves to approve the recommended catering Selection Committee and authorize the solicitation of proposals from qualified catering companies through the RFQ process.

FISCAL IMPACT: The city will receive 10% of the revenue received from food and beverage caterers generated at the Pavilion on the Lake

LEGAL SUFFICIENCY: meets legal sufficiency

SUBMIT RESPONSE TO: CITY OF TAVARES ATTN: JOHN RUMBLE PURCHASING MANAGER 201 E. MAIN ST. TAVARES, FL 32778	TAVARES America's Seaplane City® **REQUEST FOR QUALIFICATIONS** PROPOSER ACKNOWLEDGMENT FORM

PAGE 1	**PROPOSALS DUE BY: December 19, 2013 at 2:00PM** NOTE: PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ACCEPTED. Unless specified elsewhere, all prices shall be: a. **FIRM-FIXED** (not subject to any escalations)	RFQ NUMBER: **2014-0010**

MAILING DATE:	RFQ TITLE: **CATERING SERVICES FOR THE TAVARES PAVILION ON THE LAKE**

PROPOSER NAME: MAILING ADDRESS: CITY, STATE, ZIP:	IF RETURING AS A "NO BID", STATE REASON:
PHONE NO: TOLL FREE PHONE NO.: FAX NUMBER:	FEDERAL EMPLOYER I.D. NO. OR SOCIAL SECURITY NO:
INCORPORATED IN THE STATE OF:	
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal for the Proposer.	X_____ AUTHORIZED SIGNATURE (MANUAL) DATE TYPED NAME _____ TITLE _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID/PROPOSAL

America's Seaplane City

ADVERTISEMENT / Request for Qualifications

RFP #2014-0010
CATERING SERVICES FOR
THE TAVARES PAVILION ON THE LAKE
For the CITY OF TAVARES, FLORIDA

The City of Tavares is seeking up to 7 qualified full-line catering companies to provide services to city owned facilities. The selected firms will be awarded catering contracts for exclusive food service with the exception of simple or prepared food items served by renters (i.e., continental breakfast, sandwiches, pizza, party trays, etc.), City sponsored events and/or Tavares Pavilion sponsored events. All special events including weddings, business and social dinners, fundraisers and political affairs will be catered

Sealed proposals (including 8 copies and one digital copy) are invited by the City of Tavares, to be received at the office of the City Clerk 201 East Main St., Tavares Fl. 32778 or by mail addressed to P. O. Box 1068, Tavares, Florida 32778-1068, so as to be received not later than **2:00 PM on December 19th, 2013.** Bids received after this specified time and date will not be considered. The sealed proposals will be publicly opened and recorded in the City of Tavares Council Chambers on the same date at 2:15 pm.

For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E Main St., Tavares, Florida 32778 phone: (352) 742-6131, fax: (352) 742-6351 or jrumble@tavares.org.

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

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

John Rumble CPPB, FCPM
Purchasing Manager

GENERAL CONDITIONS

1. **SEALED PROPOSALS:** All proposals shall be submitted in a sealed envelope. The RFQ number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of proposals to the City of Tavares prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. All proposals are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

2. **EXECUTION OF BID/PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must **be typed or printed in ink.** Use of erasable ink is not permitted. All corrections made by Proposer to any proposal entry must be initialed. The company name and F.E.I.N. shall appear in the space(s) provided.

3. **NO BID/PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this Proposer Acknowledgment Form with the reason for not responding in the space provided above.

4. **PRICES, TERMS AND PAYMENT:** The price proposed is considered to be a FIRM-FIXED PRICE, shall remain firm for ninety (90) days, and shall be F.O.B. delivered to the City of Tavares department facility.

(a) Taxes: The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012618848C-7

(b) Mistakes: Proposers are expected to examine the RFQ document, proposal form, and all other instructions provided herein. Recheck all bid prices and extensions prior to submittal. **Failure to do so will be at the Bidder's/Proposer's risk.** If the unit price and the extension price are at variance, the unit price shall prevail and the Proposer's total offer will be corrected accordingly.

(c) Invoicing and Payment: Invoices are to be mailed to 201 E. Main St., Tavares, FL 32778, and will be reviewed by the appropriate Department of the City to verify that the items/services have been received, are correct, and in good working order. Invoices will then be forwarded to the Finance Department for payment. Invoices must reference the Purchase Order Number or Bid/RFQ number.

5. **QUESTIONS REGARDING SPECIFICATIONS OR BID/PROPOSAL PROCESS:** To ensure fair consideration for all bidders, the City prohibits communication to or with any department, division, or employee during the submission process, except as provided in paragraph "b" below. Additionally, **the City prohibits communication initiated by a Proposer to an elected official, employee or others evaluating or considering the proposals prior to the time a bid/proposal recommendation has been made.** Any communication between Proposer and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper accurate evaluation of the bid. Such communication initiated by a Proposer may be grounds for disqualification of the offending bidder/Proposer from consideration of award for the proposal currently in evaluation and/or any future proposal depending on severity of the infraction.

a. Any questions relative to interpretation of specifications or the bid/proposal process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days prior to the date set for the receipt of proposals will not be given consideration. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective Proposers no later than five (5) days before the date set for receipt of bids. Oral interpretations will not be provided.
b. It will be the responsibility of the Proposer to contact the Purchasing Manager prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the proposal.
c. Direct inquiries shall be posted with Purchasing Manager, City of Tavares, 201 E. Main St., Tavares, FL 32778, or by e-mail to jrumble@tavares.org.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose with their bid the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. In accordance with Chapter 287, Florida Statutes, no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3) to perform a feasibility study of the potential implementation of a subsequent contract participating in the drafting of an invitation to bids, request for bids, or developing a program for future implementation shall be eligible to contract with the City for any other contracts dealing with that specific subject matter, and bidder must disclose with their proposal any such conflict of interest.

7. **AWARD:** The City of Tavares is soliciting proposals from Proposers having experience and qualifications in

the area identified in this solicitation. Proposals must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed work. A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. Final approval and award shall be made by the Tavares City Council at a regularly scheduled public meeting.

The Respondent understands that this Request for Qualifications does not constitute an agreement or a contract with Respondent. A contract/agreement is not considered binding until it is officially approved by the City and fully executed by both parties.

The City reserves the right to accept or reject any or all bids/proposals and to waive any informalities. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety.

8. **DISPUTES:** Bid/proposal award challenges shall be posted in writing to the City Administrator who is the administrative Director of Purchasing. The City Administrator will gather evidence and discern facts and present his recommendations to the City Council who will make the final decision on the matter. All decisions of the governing body are final. Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be filed with the City Administrator's office within seventy-two (72) hours after posting of the bid tabulation or after receipt of notice by the City of intended award. The nature of protest must be followed within ten (10) days of filing by a formal written notice fully detailing all elements, which promulgated the protest.

9. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The Proposer certifies that the prices submitted in response to this Request for Qualifications have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other Proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors to calculate the prices provided.

10. **DEFAULT:** Should the awarded Proposer fail to deliver services in accordance with the contract terms and conditions, the City may procure the services from other sources and hold the Proposer responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies that the City may pursue.

11. **APPLICABLE LAWS:** The Proposer shall comply with all applicable Federal, State, and local laws and regulations bearing on the conduct of work. The Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Lake County.

12. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws and of all ordinances and evaluation of all proposals received in response hereto shall govern any and all claims and disputes which may arise between person(s) submitting a proposal hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise, and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

13. **ADVERTISING:** In submitting a bid/proposal, bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising.

14. **ASSIGNMENT:** The awarded Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest herein, without prior written consent of the City.

15. **INDEMNIFICATION:** The Contractor covenants to save, defend, keep harmless, and indemnify the City of Tavares, its officers, agents and employees from and against all claims, loss, damage, injury, fines, penalties, and costs – resulting from, arising out of, or in any way connected with the Contractor's negligent performance or nonperformance of the terms of the resulting Contract.

NOTE: ANY ADDITIONAL CONDITIONS OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the City Administrator in his sole discretion. If the City Administrator finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFQ	October 27, 2013
Pre-Proposal Conference	November 19, 2013
Proposals Due	December 19, 2013
Initial Proposal Review	January 6, 2014
Vendor Presentation (Interview & Tasting)	January 21 – 24, 2014
Site Visits (if needed)	January 27 – 29, 2014
Vendor Selection	January 29, 2014
Presentation of Selection to City Council	February 5, 2014

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CITY OF TAVARES
REQUEST FOR QUALIFICATIONS

CATERING SERVICES FOR
THE TAVARES PAVILION ON THE LAKE
RFQ # 2014-0010

I. INTRODUCTION

The City of Tavares hereby solicits written proposals for catering services to provide food and beverage services for the patrons of the Tavares Pavilion on the Lake in accordance with the terms and conditions, specifications and service concepts outlined in this Request for Qualifications (RFQ).

Up to seven (7) full-line catering companies will be awarded catering contracts for exclusive food service with the exception of simple or prepared food items served by renters (i.e., continental breakfast, sandwiches, pizza, party trays, etc.), City sponsored events and/or Tavares Pavilion sponsored events. All special events including weddings, business and social dinners, fundraisers and political affairs will be catered by the successful Proposers as specified above.

The City shall not be responsible for any expenses Proposers may incur in responding to this RFQ. All City bidding services are done through Onvia by DemandStar. All bid/proposal documents can be obtained from www.demandstar.com or through the City's website at www.Tavares.org.

2. BACKGROUND

The Tavares Pavilion on the Lake plans to open its doors in May of 2014 and stands to be the linchpin to the City's downtown redevelopment program. Guided tours of the building and grounds may be arranged. Rental facilities include a second floor grand ballroom, the first floor ballroom, two conference rooms with private, outdoor decks, an elegant 40'x150' brick-paved pier, and the event shore. The Pavilion also has a complete catering kitchen and staff offices. Refer to Attachment "F" for map, site and floor plans. Rentals are available on hourly or block bases; continuous contracts are also available. The Pavilion hours of operation will be the following *(could be subject to change)*:

- No events will be scheduled prior to:
  - 7:00 AM (Monday – Friday, Saturday, Sunday, or Holidays)
- All events will end no later than:
  - 11:00 PM (Monday – Friday, Saturday, Sunday, or Holidays*)
    **with the exception of New Year's Eve*

The following are considered Holidays:

New Year's Eve	New Year's Day	Memorial Day	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day – CLOSED	
	Christmas Eve	Christmas Day – CLOSED	

3. CITY'S OBJECTIVES

The primary objective of this Request for Qualification (RFQ) is to secure up to seven (7) full-line catering companies which will provide the services as outlined in this RFQ.

The term of the Agreement is anticipated to be for three (3) years with two (2) one (1) year options to extend subject to a performance review and fee renegotiation, but the City will entertain proposals for different terms.

THE CITY RESERVES THE RIGHT TO ADD CATERERS IN THE EVENT A CATERING AGREEMENT IS TERMINATED OR INCREASED DEMAND REQUIRES IT AS DETERMINED BY THE PAVILION MANAGER.

The City's principal objectives are to: (I) provide a reasonable return on investment to the City; (II) find caterer(s) who can implement a creative marketing plan to enhance the profile of the Tavares Pavilion on the Lake and; (III) provide high quality, reasonably priced and attractive food services.

3.1 Menus and Pricing

The variety, quality, and prices of food and beverage items that will be offered are of particular concern to the City. The City is interested in providing a wide array of menus and prices to suit different budgets and tastes. Each Proposer will be required to submit proposed menus showing the types of food and pricing proposed by the Proposer. Also, if the Proposer currently operates a restaurant or catering establishment, please enclose a copy of the menus currently used. Once a menu is established, any changes to menus or pricing throughout the term of the agreement must be approved by the Pavilion Manager. All menus with prices provided by the successful Caterer will be provided for viewing by all prospective renters of the City facilities at the Tavares Pavilion on the Lake. All price quotes requested by clients are to be submitted to the client within seven (7) calendar days from their request and are to be fully complete and detailed. Each quote is to contain a description of all items to be charged (i.e. set-up, bartender, dance floor, props, wedding cake, etc.), and the corresponding price as well as the menu with prices.

Any violations of these requirements will be cause for termination of the agreement.

3.2. Flexibility

The City expects Caterers to be flexible when working with their clients relative to additional items, whether directly food related or not, which the client desires to complete on their own initiative (i.e. wedding cake or special desserts, side dishes of ethnic or religious related foods, or entertainment) all which must first be approved by the City.

Additionally, understanding that the Tavares Pavilion is located out over the water, down a 150' long pier, Proposers must be able to have a flexible arrival/departure time as directed by the Pavilion Manager.

3.3 Equipment Provided by the City

Attachment "C" of the RFQ contains a list of equipment to be provided by the City. Any equipment additional to that listed in Attachment "C" will be the sole responsibility of the caterer as well as any repair or replacement thereof.

4. FEES

The City wishes to create a profitable venture for both the City and the successful Proposers.

4.1 Per event, Caterers shall pay a User Fee to the City a total of ten percent (10%) of the Caterer's gross receipts from all food and beverage sales (server gratuity not included). Such payment shall be due and payable in accordance with the payment terms specified in the agreement attached to this RFQ.

4.2. Caterer shall inform the Pavilion Manager immediately:

4.2.1 Whenever it has been engaged by an event sponsor and confirm with the Manager the event times and areas to be used by it and equipment to be used, and

4.2.2 Whenever it is anticipated that an event sponsor will make payments to Caterer "in kind" in lieu of money payments.

4.3. Caterer will be responsible for:

4.3.1 All services and actions of any persons assisting in performance of its service.

4.3.2 Collection of all waste material, garbage and refuse, making sure that all work areas are left in a clean condition.

4.3.3 Compliance with State and Local health rules and regulations and agrees to inspection by same at any reasonable time.

4.3.4 Compliance with City, State and Federal Fire Regulations.

4.3.5 Cooperation with the Manager and compliance with any instructions, rules and regulations given or issued by the City.

4.3.6 Reporting any and all malfunctions or damage to City property immediately to the Manager.

4.3.7 Furnishing all items required for its service (such as tablecloths, dishes, glasses, etc.) with the exceptions of those, which the City specifically agrees to provide.

4.3.8 Payment to the City for loss, breakage, malfunction or damage, other than normal wear and tear, to City property due to negligence, abuse, or improper use by its staff or helpers.

4.3.9 Prepare and submit an event floor plan for each catered event to the Tavares Pavilion staff no later than 5 business days prior to the event date.

4.4 Deposits:

4.4.1 Caterer will provide a $1,000 deposit, which may be applied at the discretion of the Pavilion Manager to expenses incurred as a result of damage to City property or equipment, cleanup of facilities or other expenses as a result of omissions by employees of the Caterer.

4.4.2 Caterer will provide an additional $2,000 deposit, which may be applied to the past due User Fees and taxes.

4.4.3 Should either deposit be drawn upon, the Caterer MUST replenish the deposit in full within seven (7) days of being notified by the City. Failure to do so could result in the termination of the agreement.

4.4.4 Deposits will be returned upon the completion/termination of the agreement.

5. PRE-PROPOSAL CONFERENCE:

5.1 Date - A **mandatory** pre-proposal conference will be held **at the Tavares City Hall, 201 E. Main Street, Tavares, FL 32778 on November 19, 2013 at 2:00 PM.**

5.2 Purpose - The pre-proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements or changes to this Request for Qualifications.

6. PROPOSAL DUE DATE

6.1 Separate sealed proposals for catering services for the Tavares Pavilion on the Lake will be accepted by the City Purchasing Manager until December 19, 2013 at 2:00 PM, local time. Proposals will be available for review in the Tavares City Hall, 201 E. Main St., Tavares, Florida. Late proposals will not be opened or considered.

IF MAILING PROPOSALS, MAIL TO: John Rumble, Purchasing Manager, City of Tavares, and P.O. Box 1068, Tavares, FL 32778

IF DELIVERING PROPOSAL, DELIVER TO: John Rumble, Purchasing Manager, City of Tavares City Hall, 201 East Main Street, Tavares, Florida 32778 (entrance to City Hall is located on Rockingham Avenue).

6.2 Each proposal shall be submitted in a sealed envelope containing one (1) original, seven (7) copies and one (1) electronic copy. The company name of the Proposer shall be clearly shown on the outside of the sealed envelope with the designation **"RFQ # 2014–0010"**.

All proposals must contain the name of the Proposer's firm, address, telephone number, name and title of contact person.

7. SUBMISSION OF PROPOSALS

7.1 Incurred Expenses - The City of Tavares is not responsible for any cost or expense that may be incurred by the respondent in preparing and submitting a proposal.

7.2 Interviews - The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

7.3 Taste Testing - The City may request Proposer to produce a creative presentation and provide the Selection Committee a taste testing opportunity at a location deemed appropriate by the City.

7.4 Request for Modification - The City reserves the right to request that the Proposer modify its Proposal to more fully meet the needs of the City.

7.5 Request for Additional Information - The Proposer shall furnish such additional information as the City of Tavares may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Tavares Police Department.

7.6 Acceptance/Rejection/Modification to Proposals - The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

7.7 Proposals Binding - All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

7.8 Addendum and Amendment to Request for Qualifications - If it becomes necessary to revise or amend any part of this Request for Qualifications before the proposal due date, the revision will be in the form of a written addendum and will be communicated to all prospective proposers via Onvia by DemandStar. The Addendum Receipt Verification form included with this RFQ in Attachment "B" must be completed and submitted with your proposal.

7.9 Proprietary Information –

7.9.1 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the Proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

7.9.2 All proposals received from Proposers in response to this Request for Qualification will become the property of the City of Tavares and will not be returned to the Proposers. In the event of contract award, all

documentation produced as part of the contract will become the exclusive property of the City.

7.10 Proposer's Certification - By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed. The Proposer's Certification form is included with this Request for Qualification in Attachment "B" and must be completed and submitted with your proposal.

8. INFORMATION REQUIRED OF PROPOSER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following order.

8.1 Title Page - Show the name of Proposer's agency/firm, address, telephone number, name of contract person, date, and the subject:

RFQ# 2014-0010 – REQUEST FOR QUALIFICATIONS FOR CATERING SERVICES FOR THE TAVARES PAVILION ON THE LAKE.

8.2 Table of Contents – Include a clear identification of the material by section and by page number.

8.3 Letter of Transmittal – Limit to one or two pages.

8.3.1 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

8.3.2 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

8.4 General Information –

8.4.1 Name of business

8.4.2 Mailing Address/Phone Number & website address

8.4.3 Names of persons to be contacted for information or services if different from name of person in charge

8.4.4 Business hours of business

8.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

8.4.6 Give the date business was organized and/or incorporated, and where.

8.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at the office.

8.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies.

8.4.9 State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

8.4.10 Provide a copy of the Florida Department of Business Regulation, Hotel and Restaurant Division License.

8.4.11 Provide a copy of the Florida Liquor License provided from the Florida Division of Alcoholic Beverages and Tobacco Bureau of Licensing.

8.4.12 Provide a copy of each employee's Florida Food Handler certificate.

8.4.13 Must have a Florida Department of Business Regulation, Hotel and Restaurant Division inspected food production kitchen.

8.4.14 Provide your Hazard Analysis Critical Control Point (HACCP) plan.

8.5 Standard Forms - Attachment "B" of this Request for Proposal includes several documents that must be submitted with your Proposal including a simple questionnaire to indicate previous experience and expertise in the catering field.

8.6 Letters of Reference – Letters of reference from other rental facilities or similar venues, not simply individual references.

8.7 General Statement of Experience – Requests names, addresses and telephone numbers of references. It is preferred that these references are from similar venues, however can be individual clients should the caterer not have a sufficient number to complete the six requested. Please use the Reference Form under "Standard Forms" in Attachment "B".

8.8 Menus & Pricing – Proposers shall submit the menus and pricing that will be offered by the proposer to the clients of the Tavares Pavilion on the Lake.

8.9 Marketing Plan - Describe or demonstrate methods you plan to use in order to promote usage or market the Tavares Pavilion on the Lake. You may provide examples of how you have marketed other venues.

9. EVALUATION OF PROPOSALS

A Selection Committee will be established to review and evaluate all responsive proposals utilizing an evaluation scoring system. Attachment "D" is a copy of the actual scoring matrix to be used. Please note that the factors listed below are only a sample of what might be weighted on this form:

9.1 Letters of reference from similar public and/or private venues (i.e., rental facilities where the Proposer provided catering services).

9.2 Proposer's demonstrated plan to market the Tavares Pavilion on the Lake.

9.3 A review of the Proposer's actual events while they are being conducted for presentation, food quality/quantity, service, and set-up/teardown/clean-up.

9.4 Proposer's offered menus and pricing that is competitive or provides a wide array of services and options.

9.5 Proposer's record of successful performance in operating similar food and beverage services with at least two examples of venues hosting 200 guests or more.

9.6 Proposer's knowledge of managing and marketing similar food and beverage services.

9.7 The conditions of the Proposer's and any proposed subcontractor's facilities including office area and commissary.

9.8 Responsiveness of the proposal related to the scope of work.

9.9 Proposer's creative ideas and overall proposal for the Pavilion's grand opening black tie gala as referred to in Attachment "A" in this RFQ.

10. PROPOSAL SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

10.1 A Selection Committee (hereinafter referred to as "the Committee") consisting of up to seven (7) members will be established to review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the Committee.

10.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ.

10.3 The Committee reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

10.4 The Committee may select firms for oral presentations, to include taste tastings, and discussion of proposals. Following all evaluations and presentations, the Committee will rank the firms and submit the proposed ranking to the City's Purchasing Manager. The Community Services Director will then present the group of not more than seven (7) selected caterers to the City Council.

10.5 The City may award a contract based on responses to this Request for Qualifications without discussions. Therefore, each response to this RFQ should contain the Proposer's best terms and conditions for consideration.

10.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

11. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

11.1 To ensure fair consideration for all Proposers, the City prohibits communication to or with any division office or employee during the submission process, except as provided below.

Additionally, the city prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the proposals **(up to and including the Mayor and City Council),** prior to the time an award decision has

been made. Any communication between Proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Proposer **shall** be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

11.2 Any questions relative to interpretation of specifications or the proposal process shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of proposals.

11.3 It will be the responsibility of the Proposer to contact the Purchasing Manager prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal.

11.4 Direct inquiries to:

John Rumble, Purchasing Manager
City of Tavares
Tavares City Hall
201 E. Main Street
P.O. Box 1068
Tavares, FL 32778
352.742.6131
jrumble@tavares.org

12. CONDITIONS OF PROPOSALS

12.1 Late Proposals - Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. Late proposals will not be opened or considered.

12.2 Completeness - Subject to the City's right to waive minor irregularities, all information required by the Request for Qualifications must be supplied to constitute a legitimate proposal.

12.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection within ten (10) days after the proposal opening or when an award decision is made, whichever is earlier.

12.4 Award Presentation - Unless such time period is extended by the Community Services Director acting in the best interest of the City, the Community Services Director will present the final selected caterers to the City Council, or will reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals.

13. TERMS AND CONDITIONS OF AGREEMENT

An illustration of the agreement that the successful proposers will be requested to enter into is included with this RFQ as Attachment "G ".

14. DISCUSSIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSAL

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

15. EXECUTION OF AGREEMENT

The successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the Purchasing Manager, enter into a contract with the City on forms as included within the Request for Qualification documents for the performance of work awarded them and shall simultaneously provide any required deposits, bonds, indemnities, licensures and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

16. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a contractor or any subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

17. PROPOSER'S CERTIFICATION FORM

EACH PROPOSER SHALL COMPLETE THE "PROPOSER'S CERTIFICATION" FORM INCLUDED WITH THIS REQUEST FOR QUALIFICATION, AND SUBMIT THE FORM WITH THE PROPOSAL.

THE FORM MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC WITH NOTARY SEAL AFFIXED ON THE DOCUMENT.

18. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statues for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

19. INSURANCE / PERFORMANCE BONDS

Insurance and/or Performance Bond coverage required by the contract specifications set forth in this Request for Qualifications (including specifications set forth in the attached Agreement and other documents attached hereto) must be in force throughout the term of the Agreement ("Contract Term"). Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract Term, the City shall have the absolute right to terminate the Agreement without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Agreement at the time of termination.

20. FLORIDA SALES TAX

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 85-8012621697C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the contract work.

21. DRUG-FREE WORKPLACE CERTIFICATION

By submitting a proposal in response to this Request for Qualifications, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

22. AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing Manager, City Hall at 201 E. Main Street, Tavares, FL 32778, telephone 352.742.6131, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

23. FOREIGN CORPORATIONS

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State.

A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into an Agreement with the City of Tavares.

ATTACHMENT "A"

EVENT PLANNING EXERCISE – RFQ # 2014-0010

As of result of this Request for Qualifications, five to seven caterers will be placed on the Tavares Pavilion on the Lake's preferred caterer's list, which will be provided to all clients renting the facility.

Part of the evaluation process to select these preferred caterer's will include evaluating their response to the following scenario:

The City of Tavares will be hosting a grand opening celebration in May of 2014. As part of this event, a ticketed Black Tie Gala will take place in the Pavilion and will be open to 150 guests. A caterer will be selected from the preferred caterer's list to provide all food and beverages for this event.

This Black Tie Gala will be crucial to the success of the Pavilion. This would be the first opportunity for community VIP's and the media to experience this special venue and its amenities. The evening must be memorable, luxurious, and elegant. The City has a budget of $55 per person to pay the selected Caterer; however, we are interested to see creative ways you might offer to exceed the value of that budgeted amount. Please tell us how you, if selected as the Caterer for the event, would plan your portion of the evening and what menu you would suggest for the Black Tie Gala.

The Caterer for the Black Tie Gala will be required to provide the following services:

- Cocktail hour: Three (3) Hor d' Oeuvres and one bar beverage per person
- Dinner: soup or salad, main course and dessert
- Two glasses of wine per person
- Tea/Soda and water with dinner
- Coffee with dessert
- Set up and bartender(s) for cash bar
- Linens for dinner service and cocktail hour
- All dinnerware (crystal, silver and china)
- Budget is $55 per person

The evaluation for this Event Planning Exercise will be based on:

- Creativity
- Menu
- Staffing
- Presentation

Please be sure to include your response to this Event Planning Exercise with your submittal to the Tavares Pavilion on the Lake Request for Qualifications # 2014-0010.

ATTACHMENT "B"

STANDARD FORMS – RFQ # 2014-0010

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

1 PROPOSER'S CERTIFICATION
2 ADDENDUM RECEIPT VERIFICATION
3 REFERENCES
4 QUESTIONNAIRE

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PURCHASING MANAGER PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE PROPOSAL. IF YOU HAVE DOWNLOADED THIS REQUEST FOR QUALIFICATIONS FROM THE INTERNET, PLEASE ENSURE THAT YOU ALSO DOWNLOAD ALL SUCH ADDENDA.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification # 2014-0010 and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification (RFQ) # 2014-0010 at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a credit check and any other investigative procedure, up to but not limited to a background check, may be conducted by the proper authorities from the City prior to award of catering services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; that no officer, employee or agent of the City of Tavares or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS
BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS/OR IF DIFFERENT, YOUR PRINCIPLE PLACE OF BUSINESS

_____
CITY, STATE, ZIP CODE

( )_____
PHONE NUMBER

_____
E-MAIL ADDRESS

Sworn to and subscribed before me

this _____ day of

_____, 2013

_____
Signature of Notary

Notary Public, State of _____

Personally Known

- OR -

Produced Identification _____

Type: _____

DUNS Number:_____

Company Tax ID# _____

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

_____
Company

_____
Signature

_____
Name & Title, Typed or Printed

REFERENCES

Proposer shall submit as a part of the proposal package, six (6) business references with name of the business, address, contact person, and telephone number, which have utilized the services being proposed to the City. These references should be from rental facilities or similar venues, not from individual clients. Please include at least two (2) business references with seating capacity of 200 or more.

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

CATERER QUESTIONNAIRE

(Please note when answering the following questions, if you are selected, these answers will be passed on to potential clients when they inquire about our caterer's capabilities and specialties.)

1. **Number of years as a full service catering company: _____**

2. **Average number of catered events you do per month: _____**

3. **How many full service wedding receptions/social functions for more than 100 guests can you accommodate in one evening at separate venues? _____**

4. **Please <u>check</u> the following ethnic foods you have experience preparing and/or serving: <u>Circle</u> any that you specialize in:**

   Traditional American ☐ Cuban ☐ Caribbean ☐ Greek ☐ Italian ☐
   Mexican ☐ Thai ☐ Indian ☐ Chinese ☐ French ☐ Kosher ☐
   Japanese ☐ Vegetarian ☐

5. **Please check the following meals you have experience serving up to 250 guests:**

   Plated ☐ Buffet ☐ Stations ☐

6. **The Tavares Pavilion on the Lake provides select tables and chairs. If a client needed additional tables and chairs, you can/cannot provide the following:**

Equipment	YES	RENT	OWN	N/A
White folding padded chairs				
Six and eight foot rectangular tables				
Cocktail tables (Short and tall)				
Chivari Chairs				

7. **What is the average cost per person you would charge for the following 100 person event (including standard linens):**

   - Cocktail hour – 3 appetizers with one cash bar
   - Reception – Buffet (salad, chicken, starch, veggie), one meat carving station, a dessert, and a cash bar

   $_____/person

8. **In addition to catering, do you provide any additional event services for clients? (i.e. event planning) If yes, please list on a separate sheet of paper.** Yes ☐ No ☐

ATTACHMENT "C"

CATERING KITCHEN EQUIPMENT LIST – RFQ # 2014-0010

This is the proposed list of equipment to be supplied in the kitchen at the Tavares Pavilion on the Lake. Some items / sizes may be subject to change; likewise, some items may be added or deleted.

Item #	Quantity	Description
1.	2	Oven, slow cook / hold
2.	1	Range, restaurant, gas
3.	1	Oven, convection, gas
4.	3	Work tables
5.	2	Wall-mounted shelves
6.	1	3-compartment sink
7.	1	Warewasher, undercounter, high temp
8.	1	Hand sink
9.	1	Refrigerator, reach-in
10.	1	Freezer, reach-in
11.	1	Coffee maker, satellite system
12.	1	Coffee/tea maker
13.	2	Thermal server
14.	2	Tea dispenser
15.	1	Ice maker
16.	1	Water treatment unit
17.	1	Service/mop sink
18.	2	Floor trough with grate

ATTACHMENT "D"

WEIGHTED EVALUATION SHEET – RFQ # 2014-0010

NO.	FACTOR	POSSIBLE POINTS	FIRM A	FIRM B	FIRM C	FIRM D	FIRM E	FIRM F
1	Overall review of the Proposer's actual past events, food quality/quantity, service, and set-up/teardown/clean-up, including a review of the letters of reference from similar public and/or private venues (i.e., rental facilities where the Proposer provided catering services).	20						
2	Proposers demonstrated plan to market the Tavares Pavilion on the Lake.	5						
3	Evaluation of attached questionnaire.	15						
4	Proposer's offered menus and pricing that is competitive or provides a wide array of services and options.	15						
5	Proposer's overall presentation, quality and taste during the site visits / taste testing interviews.	15						
6	Proposer's plan of operation for the service.	10						
7	Proposer's knowledge of managing and marketing similar food and beverage services.	5						
8	The conditions of the Proposer's and any proposed subcontractor's facilities including office area and commissary.	5						
9	Responsiveness of the proposal related to the scope of work.	5						
10	Proposer's creative plans and options for catering the grand opening black tie gala.	5						
	TOTAL POINT VALUE	100						
	RANKING BASED ON ABOVE POINTS **(#1 reflects the highest point value; #2 is the next highest point value; etc.)**							

DATE: _____

EVALUATOR: _____ OF _____
(print name) (print name of organization)

SIGNATURE: _____

ATTACHMENT "E"

WEEKLY FINANCIAL REPORT – RFQ # 2014-0010

Payments for week of (Monday thru Sunday) _____

Caterer _____

Prepared by _____

Check number _____ Check Amount _____

For City of Tavares Use Only
Date Rcvd:_____
Account number

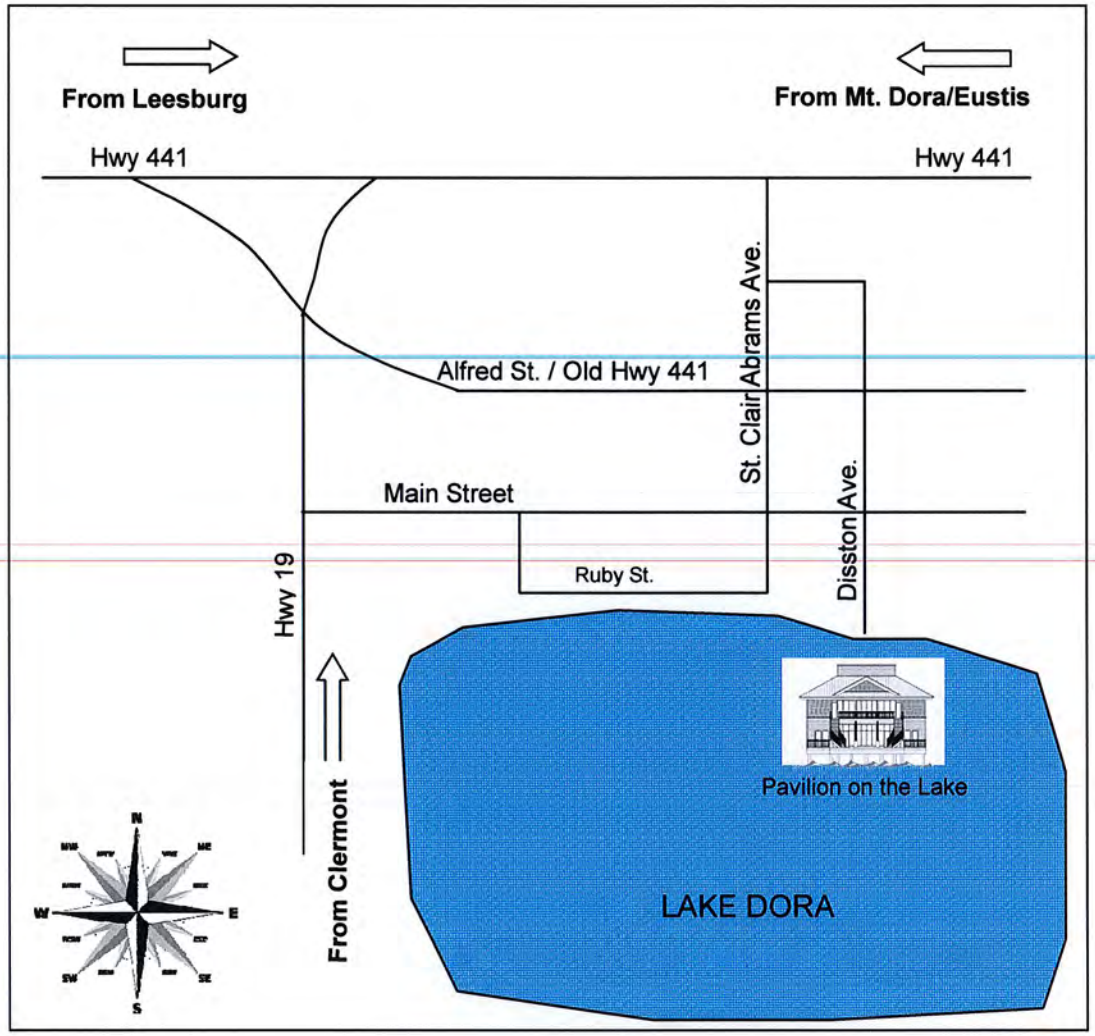
Notes/Comments: _____

Event Name/Clients	Date of Event	Invoice Total	**Events Pavilion User Fee 10% of total food & beverage sales (excluding sales tax)**	**Late Fee Due**
***TOTAL DUE:**				

* Payments due by Friday of each week

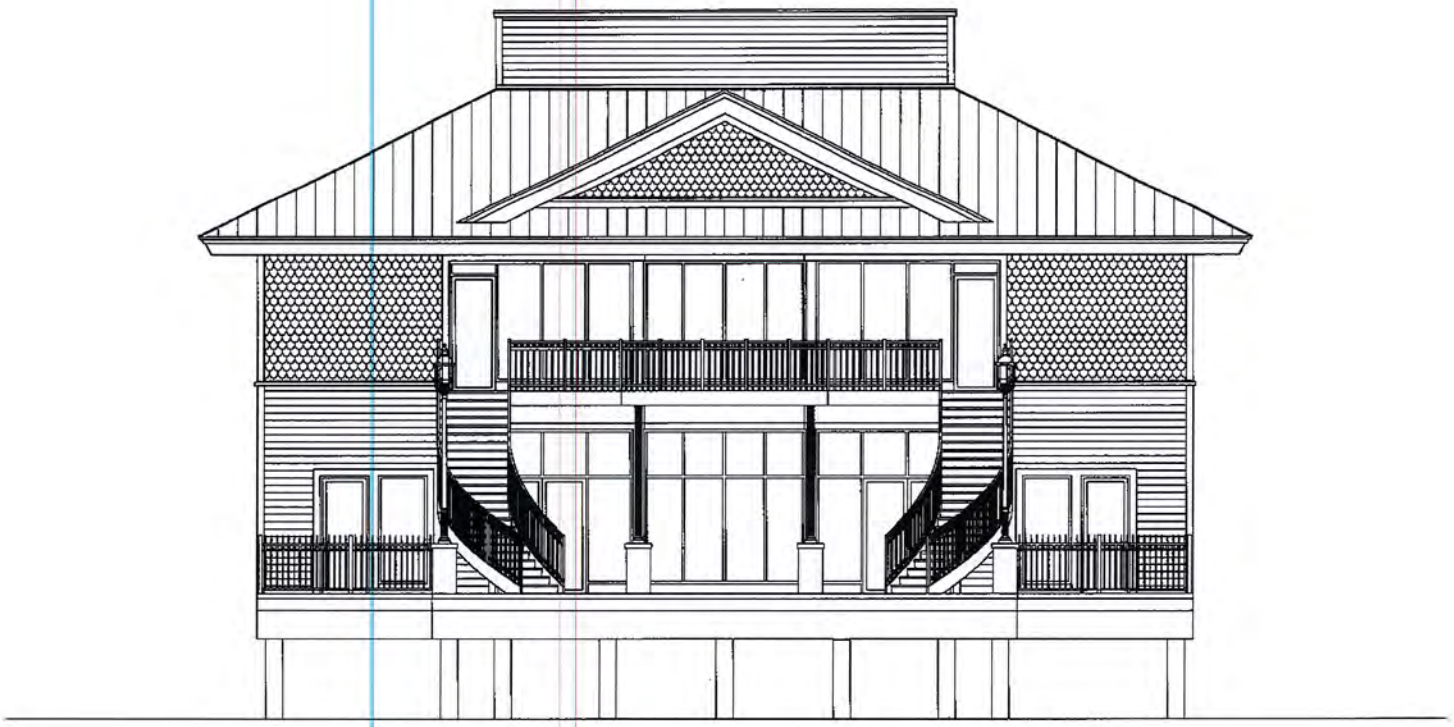
ATTACHMENT "F"

MAP, SITE AND FLOOR PLANS – RFQ # 2014-0010



From Leesburg area:
Take Highway 441 east towards Tavares
Bear right onto Alfred Street / Old Highway 441 towards Downtown Tavares
Turn right onto Disston Avenue
Pavilion is located at 200 South Disston Avenue

From Mt. Dora / Eustis area:
Take Highway 441 west towards Tavares
Turn left onto St. Clair Abrams Avenue
Turn left onto Main Street
Turn right onto Disston Avenue
Pavilion is located at 200 South Disston Avenue

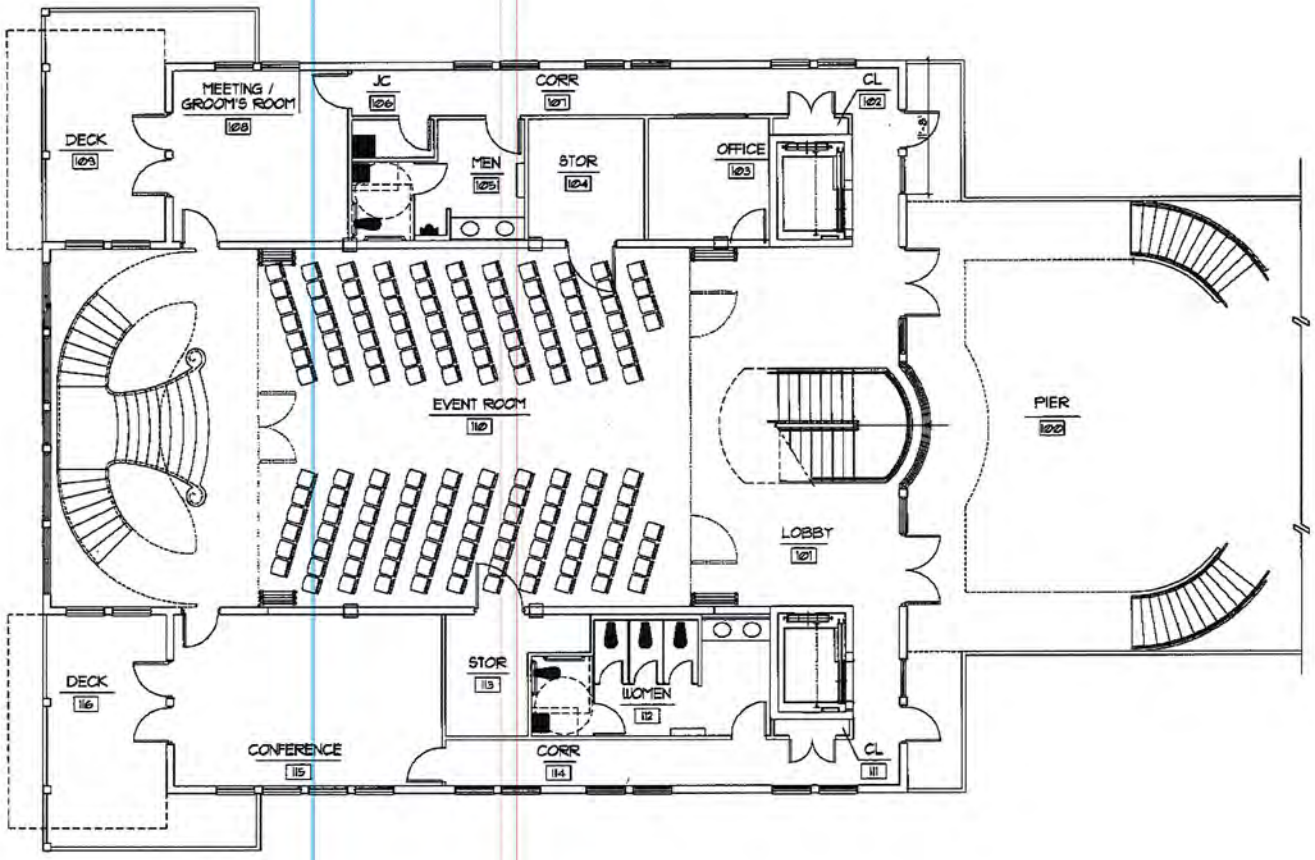


NORTH ELEVATION

SCALE: 1/8"=1'-0"

SOUTH ELEVATION

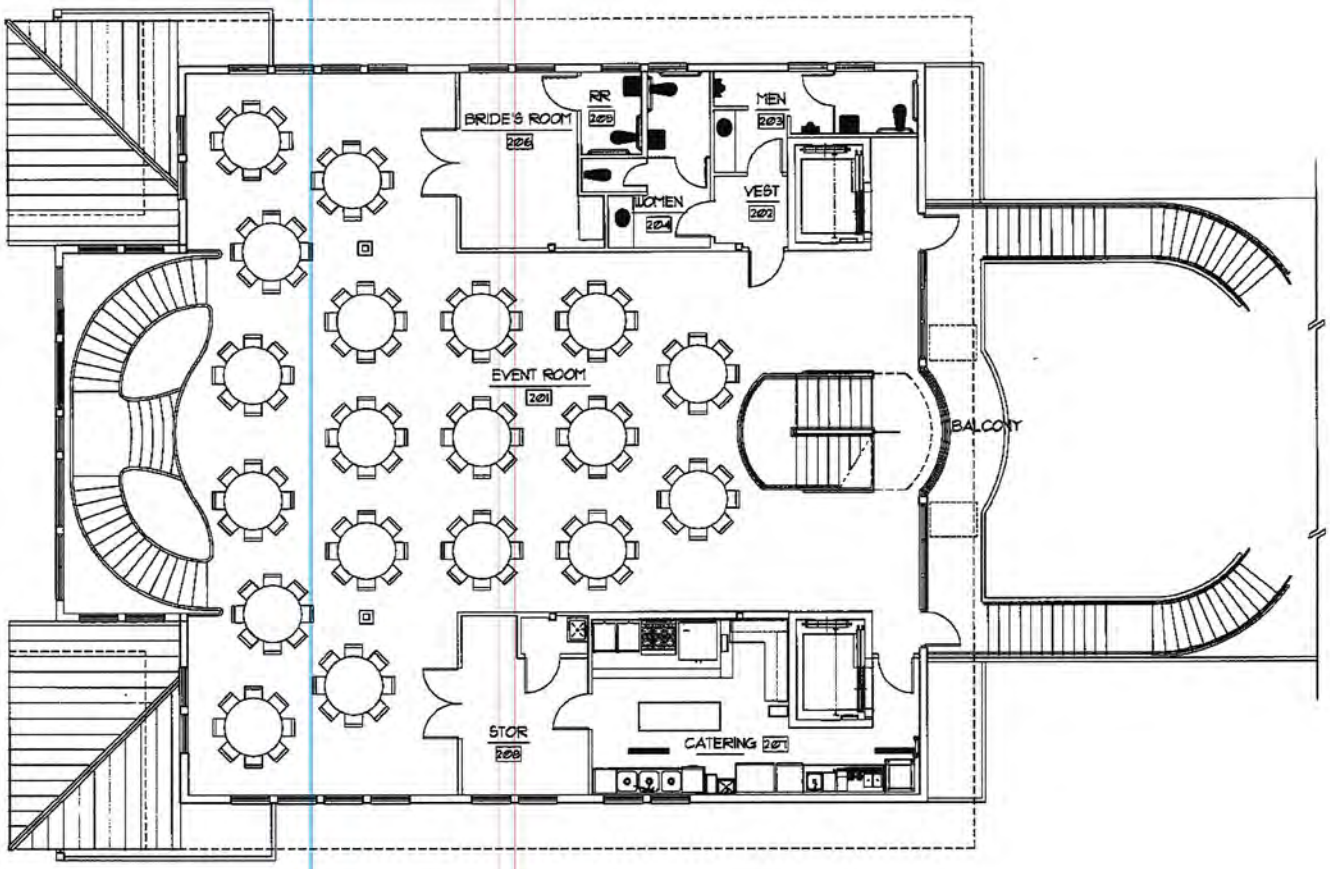
SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

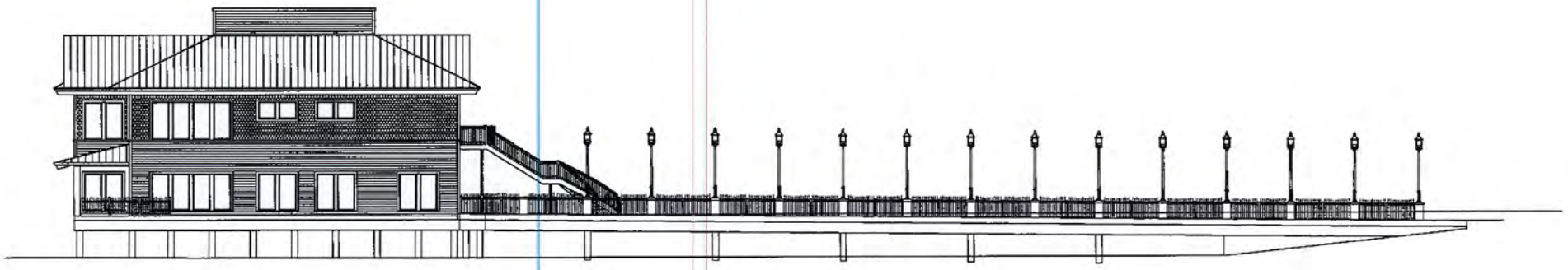
NORTH



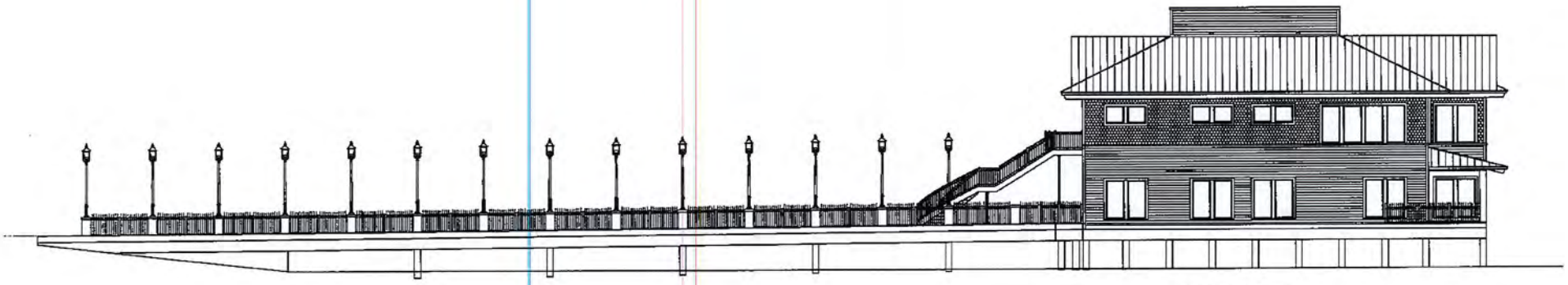
SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH



EAST ELEVATION
SCALE 1/8"=1'-0"



WEST ELEVATION

ATTACHMENT "G"

SAMPLE AGREEMENT – RFQ # 2014-0010

TAVARES PAVILION ON THE LAKE

CATERING SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014 by and between the City of Tavares, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Caterer", for the term specified herein, with the City having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows: **WITNESSETH:**

WHEREAS, the City desires to have a catering service operated at the Tavares Pavilion on the Lake, as more specifically located as depicted on the drawing from RFQ # 2014-0010 Attachment "F", attached hereto as Exhibit "A" and which is incorporated herein by this reference; and,

WHEREAS, the City issued RFQ # 2014-0010, which is attached as Exhibit "A", seeking qualified Caterers to operate such services and received the Caterer's Proposal which is attached hereto as Exhibit "B" and

WHEREAS, the City deems it advantageous to grant unto Caterer certain rights, licenses and privileges as set forth herein for the purposes of operating a catering operation, which term shall mean and be limited to the food catering operation as described herein; and

NOW, THEREFORE, subject to the terms and conditions contained herein the parties agree as follows:

I. INCORPORATION OF PREAMBLE

The foregoing premises are true and correct and are hereby incorporated in this agreement as though fully set forth below.

II. FOOD CONCESSION OPERATION

1. Location: The City hereby grants to the Caterer the right, subject to certain exceptions hereinafter set forth, to provide catering services located at the Tavares Pavilion on the Lake. Catering rights under this agreement do not include the right

to operate vending machines.

2. Equipment, Fixtures and Services to be provided by Caterer: The City shall provide the equipment listed in RFQ # 2014-0010 Attachment "C". Said equipment will be provided in good working order on the effective date of this agreement. Provision of any and all additional items of equipment needed by Caterer for its operation at the Tavares Pavilion on the Lake shall be the sole obligation of the Caterer.

   A. Equipment Maintenance and Repair: Caterer shall pay the City for any loss, breakage, malfunction or damages, other than normal wear and tear, to City property which is caused during Caterer's operations at the Tavares Pavilion on the Lake. Caterer shall provide a $1,000 deposit to City, which may be applied at the discretion of the Pavilion Manager to expenses incurred as a result of damage to City property or equipment, clean up of the facilities, or other expenses as a result of negligence or omissions by employees of the Caterer. Caterer shall report any and all malfunctions or damage to City property immediately to the Pavilion Manager. Caterer shall cooperate with City in completion of an event closeout checklist immediately after each event at which Caterer operates at the Tavares Pavilion on the Lake. The Caterer is responsible for all set up in excess of City-owned table and chair arrangement. Following the event, the Caterer must assist Pavilion staff with stacking all chairs, clearing and wiping down all City-owned tables, vacuum the floor in the rental and common areas, remove all debris from rental and common areas including decks and pier, clean kitchen and equipment, remove all waste to the dumpsters, and remove all items that are not City-owned materials, including food. If cleanup is unacceptable to the Pavilion Manager or their designee, corrections must be made within two (2) hours of notification. The first infraction will result in a verbal warning, the second infraction will result in a written warning that will be kept in the Caterer's file, and the third infraction will result in immediate termination of this contract. The City reserves the right to utilize the deposit to pay for any and all cleanup not completed or damages not fixed by the Caterer within two (2) hours from notification by the Pavilion Manager or their designee.

B. Food Service: On an event basis, Caterer agrees to provide catering services for users of the Tavares Pavilion on the Lake facilities. Caterer agrees to provide high quality food products, attractively displayed, to Tavares Pavilion on the Lake Users.

C. Marketing: Caterer agrees to provide, at its expense, reasonable marketing and advertising of its services to the general public, as well as targeted groups. Caterer agrees to review its marketing plan with the Pavilion Manager at least once per year. In addition, Caterer agrees to supply Tavares Pavilion office area with catering brochures and business cards for potential clients.

D. Compliance with regulations: It shall be Caterer's responsibility to ensure that all operations conducted pursuant to this agreement, comply with all applicable state, federal and local regulations, including, but not limited to, health regulations. The Tavares Pavilion on the Lake must be operated in such a manner as to not generate offensive noise levels and is to be kept clean and neat, in areas open to the public and in areas not open to the public, at all times.

E. Staffing levels: The Caterer is to staff Tavares Pavilion on the Lake events, which are catered by Caterer at all times to handle client demand efficiently. The Pavilion Manager will review from time to time the Caterer's staffing levels to determine if client demand is being met efficiently and, if not, shall notify the Caterer.

F. Courtesy to the Public: In all circumstances, the Caterer shall exercise, and shall require its employees and agents to exercise courtesy and consideration in their relations with the public. The Pavilion Manager shall have the right to direct the Caterer to remove any employee of the Caterer from the Pavilion's premises in the event, in the Pavilion Manager's sole opinion, the Caterer's employee has not exercised courtesy and consideration in their relations with the public.

G. City supplied items: The City shall provide the equipment listed as RFQ # 2014-0010 Attachment "C" which is attached hereto as Exhibit "A" and made

a part hereof by this reference. Caterer shall return and surrender all of the listed equipment to the City in good condition and repair, ordinary wear and tear excepted, after each event and upon termination of this agreement. Caterer shall cooperate with City in completion of an event closeout checklist immediately after each event at which Caterer operates at the Tavares Pavilion on the Lake and any damaged or missing items should be noted at that time. It shall be the responsibility of the Caterer to provide all necessary routine cleaning and maintenance for the equipment. If any equipment is rendered unsafe or unusable for its ordinary intended purpose, Caterer shall remove such item from service and immediately notify the Pavilion Manager. City shall be responsible for the replacement of such items unless the loss of such item is caused by Caterer's negligent or intentional acts. City shall be responsible for the repair or replacement of City-supplied items if they are damaged through no fault of the Caterer.

H. Trash / Cleanup: Caterer will be responsible for collection of all waste material, garbage and refuse, and emptying trash receptacles from the Tavares Pavilion on the Lake and delivering the trash to the designated dumpster area without dragging the bags across the flooring. Caterer shall ensure that all work areas are left in a clean condition. The Caterer is to provide all cleaning supplies and equipment necessary for post-event cleanup including trash can liners for the City-provided trash receptacles.

I. Pre-Event / Post-Event: **THE CATERER MUST FIRST CHECK IN WITH THE TAVARES PAVILION ON THE LAKE STAFF PRIOR TO BEGINNING A SETUP AND SIGN OFF BY THE CITY ON THE PRE-EVENT ROOM/EQUIPMENT CHECKLIST. CITY STAFF WILL SET UP CITY-OWNED TABLES AND CHAIRS IN ACCORDANCE WITH THE SUBMITTED FLOOR PLAN. THE CATERER IS TO WIPE OFF TABLES FOLLOWING AN EVENT; CITY STAFF WILL REARRANGE THESE ITEMS FOR THE NEXT EVENT OR REMOVE THEM TO STORAGE.**

THE CATERER MUST CHECK OUT WITH THE TAVARES PAVILION ON THE LAKE STAFF AFTER TEARING DOWN AND SIGN OFF BY THE CITY ON THE POST-EVENT/EQUIPMENT CHECKLIST.

J. Maximum post-event tear down time is one (1) hour: **THE CATERER IS REQUIRED TO HAVE ADEQUATE ORGANIZATION AND STAFF TO TEAR DOWN AND CLEAN UP AFTER AN EVENT FOR 250 OR FEWER GUESTS IN LESS THAN ONE (1) HOUR.**

K. Alcoholic Beverages: Alcoholic beverages are to be served directly by the Caterer.

NO SUBCONTRACTING OF THE PROVIDING OR SERVING OF ALCHOLIC BEVERAGES IS ALLOWED. THE EVENT SPONSOR OR FACILITY CLIENT MAY PROVIDE DIRECTLY TO THE CATERER ALCOHIC BEVERAGES FOR SERVICING PURPOSES ONLY.

3. Management Duties: Caterer shall have all management duties normally arising from catering. By way of illustration, but not limitation for its events, Caterer shall be responsible for keeping the Tavares Pavilion on the Lake free of catering-related trash and debris and for keeping the chairs and tables located in both the interior and exterior dining areas clean and in reasonable order, normal wear and tear excepted. Caterer shall immediately clean any spills. Caterer shall report any accidents or hazardous conditions to the Pavilion Manager or their designee as soon as possible. Caterer shall not permit its personnel, equipment or operations, nor those of its approved subcontractors, to create any hazardous conditions. Caterer shall be responsible for making sure all of its personnel, as well as personnel of any subcontractors, are properly attired, are courteous and professional in dealings with patrons, and operate in a manner consistent with good health and hygiene. Likewise, Caterer shall be responsible for assuring that all equipment, food, and beverages meet all applicable health codes.

4. City Responsibilities: The City will be responsible for, and bear the expense for, the following services related to the Tavares Pavilion on the Lake catering: all utilities, pest control, and structural repairs (including HVAC, Plumbing, and Electrical).

5. Inspection: If food is prepared off-site for Tavares Pavilion on the Lake events, the City shall have the right to inspect, as deemed necessary, any or all of the Caterer's off-site operations including plants and/or warehouses, and when accompanied by the Caterer's representative, other sources preparing or supplying food, milk or beverage items, etc., to insure full compliance with health and sanitation standards.

SAMPLE

Caterer must remain in full compliance with all health and other regulations pertaining to food handling personnel.

6. Menus with Pricing: The menus with pricing offered by the Caterer as indicated in the Caterer's Proposal to RFQ # 2014-0010, attached hereto as Exhibit "B", are to remain unchanged unless agreed upon in writing by the City Administrator. All additions, deletions, modifications, etc. after original proposed menus and pricing must be submitted in writing for the City's approval. All menus with pricing will be provided for viewing by all prospective clients of the City facilities at the Tavares Pavilion on the Lake. The Caterer is to continually provide a wide array of menus and prices to suit different budgets and tastes. The City expects the Caterer to be flexible when working with their clients relative to additional items directly food related or not which the client desires to complete on their own initiative (i.e., wedding cake or special deserts, side dishes of ethnic food or entertainment) all of which will first be approved by the City.
7. Price Quotes: All price quotes requested by clients are to be submitted to the client within seven (7) calendar days from their request and are to be fully complete and detailed. Each quote is to contain a description of all items to be charged (i.e., setup, bartender, dance floor, props, wedding cake, etc.) and the corresponding price, as well as the menu with prices. Any violations of these requirements will be cause for termination of the Agreement.

III. TERM / SCHEDULE

1. Term: The period of this Agreement shall be for thirty-six (36) months, beginning on _____, and ending on_____. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve-month periods or portions thereof, up to a cumulative total of sixty (60) months.
2. Operating Schedule: The Caterer shall conduct its operation at the Tavares Pavilion on the Lake in accordance with the Pavilion hours of operation.

IV. CONCESSION FEE, TAXES, PERMITS / LICENSES

1. Fees and Accounting:

   A. User Fee: In exchange for the rights and privileges granted pursuant to this

Agreement, and for each and every catered event held while this agreement is in effect, Caterer shall pay to the City a sum of money (hereinafter called "User Fee") equal to ten percent (10%) of Caterer's gross receipts from all food and beverage sales to the client. The server gratuity is not to be included as part of the user fee collection. The User Fee shall be paid to the City whether the Caterer has collected from their client or not on a weekly basis each Friday for the prior week's (Monday-Sunday) catered events and shall be due and payable to the City of Tavares, Attention: Tavares Pavilion on the Lake, 200 South Disston Avenue, Tavares, FL 32778. Send along with the User Fee 1) all invoices issued by the Caterer relative to such User Fee, 2) a completed financial report included in RFQ # 2014-0010 Attachment "E" and included herein as Exhibit "A", and 3) update of the upcoming weeks events. The User Fee shall not be due to City if Caterer has agreed to cater a City-sponsored event for a price equal to the Caterer's actual cost. "City sponsored event" shall mean events held at the Tavares Pavilion on the Lake, which have been specifically designated as "City events". The Caterer is to provide the City with a $2,000 deposit to establish a fund for delinquent or unpaid User Fees by the Caterer.

B. Gross Receipts: "Gross receipts from sales" shall mean the total sales of all food and beverages by Caterer in or upon any part of the Tavares Pavilion on the Lake.

C. Record Keeping: The Caterer's record keeping for the operation at the Tavares Pavilion on the Lake shall include, at a minimum, weekly sales reports and receipts, including bank deposit slips and verifications of refunds. All such records shall be made available to the City for inspection and copying upon request.

D. Late Fees and Interest: Any fee due and payable by Caterer under this Agreement which is not paid within thirty (30) calendar days of the event date shall be subjected to an automatic late fee of one hundred dollars ($100.00) per week until the debt is paid.

2. Taxes: Caterer shall pay any and all taxes or special assessments, of whatever nature, which may be levied or assessed upon or as a result of this Agreement and

the rights granted hereunder, including, but not limited to, all taxes on its own personal property and all sales or use taxes which may arise in connection with the operation of its business.

3. Permits / Licenses: Caterer shall obtain, at its own expense, all permits and licenses which may be required by any governmental agency and shall adhere to all applicable laws and ordinances of the City, Lake County, State of Florida and Federal Government.
4. Booking of the Tavares Pavilion on the Lake: The Caterer is not allowed to book any room at the Tavares Pavilion on the Lake, only clients of the Caterer or sponsors of the event i.e., bride or groom, company representative or governmental agencies may book the facility.

V. BOOKS, REPORTS, AND AUDITS

1. Books and Records: Caterer shall maintain, for a period of no less than three (3) years, and shall also require subcontractors to maintain for a period of three (3) years, weekly sales reports, receipt books, inventory reports and other such records customarily used by Caterer and its subcontractors to document weekly sales transactions. The City's Finance Director shall have the authority to audit and make transcripts of all sales records for the purpose of verifying the accuracy of payments made to the City.
2. The City is not responsible for any costs incurred by the Caterer as a result of a City audit. In the event that such audit results in an assessment by and an additional payment to the City, such additional payment shall be subject to interest at the rate of one (1) percent per month retroactive to the date such payment originally should have been paid.
3. Finality of Reports: Unless intent to audit shall be served by the City on the Caterer within three (3) years after the receipt of any statement submitted by the Caterer as herein provided, such statement shall be deemed final and binding upon the parties.

VI. INDEMNITY AND INSURANCE

1. Indemnity, Liability and Property Damage: The Caterer shall and will indemnify and save harmless the City from and against any and all liability, claims, demands,

damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees and attorneys' fees on appeal of any kind or nature arising or growing out of the actions or failure to act by Caterer, its agents, servants or employees in any way connected with the use, occupancy, or maintenance of the Tavares Pavilion on the Lake catering operations, or the use or occupancy of the Tavares Pavilion on the Lake by the Caterer or its agents, servants, employees, customers, patrons, or invitees, or arising out of or in any way connected with the operation or conduct of any business or businesses of the Caterer conducted in, upon, or about said Tavares Pavilion on the Lake, or resulting from injury to person or property, or loss of life or property of any kind or nature for whatsoever sustained during the term hereof, in or about the Tavares Pavilion on the Lake during Caterer's operations. Provided, however, nothing herein shall be construed to require Caterer to indemnify the City for the City's own negligence or willful misconduct. Caterer shall, at its own cost and expense, keep in force, during the term of this Agreement, insurance issued by responsible insurance companies and in a form acceptable to the City protecting and insuring the City against any and all of the foregoing, with combined single limits of not less than five hundred thousand dollars ($500,000) for Bodily Injury and Property Damage coverage and one million dollars ($1,000,000) for Commercial General Liability coverage, both of which shall be issued on the occurrence basis and issued by insurance companies with AM Best B+ rating or better.

2. Fire Insurance: Caterer shall keep its interest in the Tavares Pavilion on the Lake catering business operations and any of its equipment and other property located at the Tavares Pavilion on the Lake insured at its own expense for fire, extended coverage and such other risks as it may choose in an amount equal to ninety percent (90%) of insurance value, by policies issued by insurance companies with an AM Best B+ rating or better and in a form acceptable to the City. All policies of fire insurance required to be carried by the Caterer shall contain a waiver of subrogation by the insurer against the City.
3. Worker's Compensation: Caterer shall obtain and maintain workers' compensation insurance during the entire term of this Agreement in the maximum amounts required by Florida law.

4. Automobile Insurance: Caterer shall maintain Automobile Liability on all vehicles owned and/or utilized by Caterer to conduct catering services at the Tavares Pavilion on the Lake. Coverage shall be in the minimum amount of Three-hundred Thousand Dollars ($300,000) combined single limits for Bodily Injury and Property Damage.
5. Liquor Liability Insurance: Liquor Liability Insurance, issued by an insurance company with an AM Best B+ rating or better and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than one million dollars ($1,000,000.00) per occurrence for General Liability, Bodily Injury and Property Damage.

The Caterer shall provide the City with Acord Certificate(s) of Insurance on all lines of insurance required by this Agreement and renewals thereof in a form(s) acceptable to the City. All policies, including said Public Liability and Liquor Liability policy, shall provide that the City be added as additional insured with endorsements. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

VII. SUBTRACTING AND CONTRACTING ASSIGNMENTS

Caterer shall not assign this Agreement and its rights hereunder, in whole or in part, nor subcontract with any other person or entity to provide any of the services contained in this agreement, except with the prior written consent of the Pavilion Manager and the City Administrator; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Caterer's rights hereunder to any corporation into or with which the Caterer may merge or consolidate, or which may succeed to the business and assets of the Caterer provided that no such assignments shall release the Caterer from its obligations contained in this Agreement. Before any such assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term hereof.

VIII. DEFAULT / REMEDIES / WAIVER

1. Default: If any of the following events occur, the City, at any time hereafter, shall have the right at its election to immediately terminate this Agreement:

   A. Failure to Pay Any Fee: In the event the Caterer shall fail to pay any fee due hereunder in the amounts and at the times and in the manner herein specified;

   B. Failure to Replenish Deposit Accounts: In the event the Caterer shall fail to replenish all or portions of deposit accounts utilized by the City within seven (7) calendar days from notification by the City of such draw down.

   C. Failure to Submit Timely and Detailed Price Quotes: In the event price quotes are not submitted to clients within seven (7) calendar days from their request or if the price quotes do not provide a complete breakdown of all items of which there will be a charge and their corresponding price.

   D. Violation of Covenant: In the event the Caterer shall fail to keep and perform or shall violate any of the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Caterer shall not have cured or corrected such failure or violation within twenty (20) calendar days after written notice thereof or if in the opinion of the Pavilion Manager it cannot be cured within twenty (20) calendar days with diligent effort, such other time not to exceed thirty (30) days, shall have been given to Caterer; or immediately should the violation affect the health, safety and welfare of the Caterer's employees, City employees or the public.

   E. Continuous Violation of Covenants: In the event the Caterer shall, after three (3) separate occasions during the term of this Agreement, fail to keep and perform or shall violate any of the terms, covenants and conditions of this Agreement on its part to be kept and performed during the term of this Agreement, then the City has the right to terminate this Agreement, whether or not such violations have been cured by the Caterer.

   F. Insolvency: If Caterer shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the Caterer under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person,

firm or corporation because of the insolvency of the Caterer; or in the event that a receiver or trustee shall be appointed for the Caterer or the interest of the Caterer under this Agreement.

G. Abandonment: In the event the Caterer shall cease to operate the catering operation awarded herein, or shall vacate or abandon the Tavares Pavilion on the Lake catering operations, or shall permit the same to remain vacant or unoccupied without the consent of the City first had and obtained.

2. Remedies:

A. Termination of Catering Agreement with the Tavares Pavilion on the Lake: Upon the occurrence of any one or more of the events of default specified herein, Caterer's right to operate the catering operation at the Tavares Pavilion on the Lake shall terminate and the City may expel and remove the Caterer or any other person who may be found at the Pavilion, and the City may use such force in and about expelling and removing the Caterer and said other person as may reasonably be necessary. The Caterer shall make no claim of any kind against the City, its agents and representatives by reason of such termination or any act incident thereto.

B. Damages: In addition to terminating this Agreement, the City may sue for and recover all damages and fees earned under this Agreement or arising out of any breach thereof.

C. Other Remedies: The City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to the City or the Caterer is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

D. Removal of Property: Any and all property which may be removed from said premises by the City pursuant to the provisions hereof or of law, may be handled, removed, or stored by the City at the sole risk, cost and expense of the Caterer, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. The Caterer shall pay to the City upon demand any and all expenses incurred in the removal of said property and all

storage charges against such property so long as the same shall be in the City's possession or control.

3. Waiver of Default: The acceptance of any fee by the City, whether in a single instance or repeatedly in part or in whole, after it falls due, or after knowledge of any breach hereof by the Caterer, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of the City's right to act or of any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.
4. Effect of Demand: The obligation of the Caterer to pay the fees reserved hereby during the balance of the term hereof or during any extensions hereof, shall not be deemed to be waived, released or terminated by the service of any thirty (30) day notice, other notice to collect, demand for possession, or notice that this Agreement will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of the Caterer's right to operate the catering operations. The City may collect and receive any fees due from the Caterer, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which the City may have by virtue hereof.

IX. TERMINATION FOR CONVENIENCE

Termination for Convenience: The City may terminate this agreement by providing the other party with advance written notice.

X. MISCELLANEOUS PROVISIONS

1. Addition of New Caterers: If existing catering companies under contract with the City are terminated, the City reserves the right to add new caterers of a similar type i.e., full-line or smaller.
2. Lawful Uses: Caterer agrees that in its use of the Tavares Pavilion on the Lake, the Caterer will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Florida, Lake County, City of

Tavares and agencies thereof relating to the occupancy or use of the premises (including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention) and that it will not use the Tavares Pavilion on the Lake for any illegal, unsafe or immoral purposes. Caterer further agrees that it will use the Tavares Pavilion on the Lake including all equipment therein, to service only Pavilion operation. If the City determines that the Caterer is using the Tavares Pavilion on the Lake facilities to provide services outside the scope of this Agreement, then the Caterer shall be in default.

3. Non-Discrimination: The Caterer agrees that it shall not discriminate in hiring or in service on the basis of race, sex, religion, national origin, age, marital status or handicap.
4. Fire or Other Causality: In the event that the Tavares Pavilion on the Lake is damaged or destroyed by fire or other casualty, the same may be promptly repaired, rebuilt or abandoned by the City at its discretion, but the City shall not be obligated to repair or rebuild any personal property of the Caterer.
5. Closing of the Tavares Pavilion on the Lake: The City maintains the right to close any part or all of the Tavares Pavilion on the Lake either permanently or temporarily. City agrees to give advance notice to Caterer of such closures unless such advance notice is prohibited by an Act of God. If the Tavares Pavilion on the Lake is thereafter re-opened, during the original term of this Agreement, the Caterer shall, upon approval by the City, commence servicing its catering operations again.
6. Force Majeure: The performance of all covenants herein contained, except for the payment of fees which shall be paid as and when provided in this Agreement, shall be postponed and suspended during such periods as the performance thereof is prevented by Acts of God, accidents, weather and conditions arising there from, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising there from, the exercise of paramount power by the Federal Government, either through the taking of said premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any

federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or the Caterer.

7. Not Joint Venture: It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Caterer as the agent or representative of the City for any purpose or in any manner whatsoever, Caterer is in all respects an independent contractor.
8. Rules and Regulations: The Caterer shall observe and obey all rules and regulations applicable to the Tavares Pavilion on the Lake, which may from time to time during the term of this Agreement be promulgated by lawful authority for the care, operation, maintenance and protection of the Tavares Pavilion on the Lake.
9. Right of Access: The City hereby grants to the Caterer the right of access and ingress to and egress from the Tavares Pavilion on the Lake by the Caterer and its employees, contractors, suppliers, servicemen, subcontractors, guests, patrons and invitees; provided, that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by the City, or other lawful authority, for the care, operation, maintenance and protection of the Tavares Pavilion on the Lake and the public.
10. No Liability of City to Caterer in Operations: The City shall not be liable to the Caterer or to its agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of the Caterer's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Tavares Pavilion on the Lake or its facilities, its appurtenances, facilities and equipment, or caused by any third persons, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States, State of Florida or any of their agencies and all persons other than the City.
11. Mechanics' Liens: Caterer shall not suffer or permit any mechanics' liens to be filed against the City, or any of its facilities or equipment, by reason of work, labor,

services or materials supplied or claimed to have been supplied to the Caterer or any assignee of the Caterer or suffer or permit any other lien to attach to the Tavares Pavilion on the Lake or any part thereof. Whenever the Caterer makes any repairs, all contracts shall contain a clause, which provides that the Caterer will not perfect a lien against any City property.

12. Disposition of Equipment: Upon the termination of this Agreement by lapse of time or otherwise, except for Caterer's default, the Caterer shall have the right (subject only to the preemption hereinafter stated), and on direction from the City shall be obliged, to remove without damage to City Property or premises all equipment and personal property installed or located within the Tavares Pavilion on the Lake (but not pipes, conduit and wiring which Caterer may have installed and which may be affixed to or embedded in walls, ceilings or floors), and whether or not such equipment shall be deemed real or personal property, Caterer shall have a reasonable time, not to exceed seventy-two (72) hours, to remove such equipment and personal property and to restore the premises to the conditions which they were in immediately prior to Caterer's completion of the improvements required, ordinary wear and tear excepted. Caterer shall be deemed to have abandoned to the City any such equipment and personal property which it has failed to remove from the facility within said seventy-two (72) hours, unless the City shall grant a further period in writing for this purpose.
13. Inurement: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assignees. This paragraph shall not be deemed to authorize the Caterer to make an assignment of its interest in this Agreement except as hereinabove expressly provided.
14. Advertising: All advertising of the Tavares Pavilion on the Lake catering operations by the Caterer is to be approved by the City's Pavilion Manager prior to use.
15. Modification of Agreement: No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City Administrator.
16. Resolution of Disputes: The disposition of any dispute is at the sole discretion of the City Administrator.

17. Choice of Laws / Venue: This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the Courts of Lake County, Florida.
18. Non-Collusion Clause: The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation; firm or person who submitted proposals for the Catering services covered by this Agreement and is in all respects fair and without collusion or fraud. As to Caterer, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Caterer as the act of the said Caterer.
19. Whole Agreement: This Agreement, including all Exhibits, which are incorporated by reference, contains all the terms and conditions agreed upon by the parties. In any instance of discrepancy, however, between this Agreement and the Request for Qualifications # 2014-001 or Caterer's proposal, this Agreement shall control. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
20. Attorneys Fees: If it should become necessary for either party to seek to enforce this Agreement or to seek a declaration of rights hereunder, in a court of law, the parties hereby agree that each party shall bear their own attorney's fees and costs, including costs on appeal, regardless of the outcome of such litigation.
21. Non-Exclusive Agreement: This Agreement is considered a non-exclusive Agreement between the parties.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written in one or more counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Agreement.

CATERER

_____
Signature

_____
Typed/Printed Name

_____
Title

_____
Name of Company, Corp., etc.

SAMPLE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____(title) as _____ for _____ who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath.

_____
Notary Public

(Notary Seal)
My commission expires:

_____
Typed/Printed Name

CITY OF TAVARES: ATTEST:

_____ _____

John Drury, City Administrator Nancy Barnett, City Clerk

STATE OF FLORIDA
COUNTY OF ____LAKE_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by ___John Drury as City Administrator___ for ___the City of Tavares, Florida___ who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath.

_____
Notary Public

(Notary Seal)

My commission expires: _____
Typed/Printed Name

SAMPLE

EXHIBIT "A"

RFQ # 2014-0010
CATERING SERVICES FOR THE
TAVARES PAVILION ON THE LAKE

EXHIBIT "B"

CATERER'S PROPOSAL

TO

RFQ # 2014-0010

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 16, 2013

AGENDA TAB NO. 10

SUBJECT TITLE: Golden Triangle Fire District Update

OBJECTIVE:

To have the City Attorney provide an update on the Golden Triangle Fire District.

SUMMARY:

The City Attorney will provide an update to the City Council on the Golden Triangle Fire District.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
October 16, 2013

AGENDA TAB NO. 11

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 – November 20, 2013
- Code Enforcement Special Magistrate Hearing – November 26, 2013 – 5:30 p.m.
- Golden Triangle Summit – City of Tavares – October 29, 2013 – 5:30 p.m.
- Lake County League of Cities – November 8, 2013 – 11:30 a.m.
- Lake Sumter MPO – October 23, 2013 MPO Board Room – 4:00 p.m. MPO Board Room - 1616 South 14th Street, Leesburg, FL
- Library Board – November 13, 2013 – 2:00 p.m. Library Conference Room
- Planning & Zoning Board – October 17, 2013 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

October 15, 2013 – 9:00 to 10:30 – Close Your Eyes Event on visual impairment– New Visions – City of Tavares Flagpole
October 19 – Z-Fest 2013 – Car Show
October 19 – Hydro Jet Ski Event
October 25-26 – Howl O Fest
October 26 – The Monster Splash – Seaplane Fly In
November 8-10 – Fall Thunder Regatta
December 7 – Christmas Parade & Celebration

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
October 16, 2013

AGENDA TAB NO. 12

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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