AGENDA
TAVARES CITY COUNCIL

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

(Members of the public wishing to speak on an item that is on the agenda must fill out a Request to Speak from available from the City Clerk or at the Council Meeting prior to the meeting being called to order. In addition, the Mayor will ask for comment under the agendized item titled "Audience to be Heard" for matters not on the Agenda. For further information contact the City Clerk at (352) 742-6209 or nbarnett@tavares.org)

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Carlos Colon, Chaplain, Fire Department

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES - Deferred

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 1) Award of Contract for Pest Control **Chris Thompson**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 2) Ordinance #2013-18 – Rezoning Idamere Crossings **Jacques Skutt**
- **Southeast Intersection of SR 19 & Lane Park Cutoff from Planned Commercial to Highway Commercial – 18.56 Acres**

SECOND READING

Tab 3) Ordinance #2013-20 – Spaying and Neutering of Animals **Attorney Williams**

RESOLUTIONS

X. GENERAL GOVERNMENT

Tab 4) Board Appointments - Mutual Position Police Pension **Mayor Wolfe**
Lake County Library Advisory Board

Tab 5) Report on Electric Charging Stations **Jacques Skutt**

Tab 6) Public Safety Facility Project Presentation **Richard Keith**

Tab 7) Horizon Committee Update **John Drury**

Tab 8) Tavares City Projects and Initiatives Status Report **John Drury**

XI. OLD BUSINESS

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 9) City Administrator **John Drury**

Tab 10) 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.

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.

ex parte communications – Direct or indirect communication on the substance of a pending matter without the knowledge, presence, or consent of all parties involved in the matter.

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.

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™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA ITEM NO. 1
SUBJECT TITLE: Award of Bid for Pest Control Services Contract Per Bid 2014-0002

OBJECTIVE:

To approve the award of bid to Florida Pest Control Corporation and authorize the City Administrator to enter into a pest control services contract for a (3) three year period with (2) two, one (1) year renewable terms.

SUMMARY:

Our current agreement with Alliance Pest Control originally began in May 2005 with no expiration date with an annual self renewal unless either party cancels with a 30 day written notice.

A Request for Proposal (RFP) for City pest control was sent out by our Purchasing Agent on September 30, 2013. On October 31, 2013, the City received 8 (eight) responses ranging from a low of $2,600 submitted by Florida Pest Control to a high of $25,070 submitted by APEX.

Annual Cost Per tabulated bid results

	1		2				3
Terminex	Florida Pest Control	APEX	Peachtree	Alliance	Pestmaster	McCall	Massey
$ 15,930.00	$ 2,600.00	$ 25,700.00	$ 3,515.00	$ 8,075.00	$ 3,980.00	$ 7,870.00	$ 3,560.00
	N.C. for termite inspection				*N.C. for termite inspection*		*N.C. for termite inspection*

The Selection Committee members were as follows:

1. Mr. Chris Thompson, Public Works Director
2. Ms. Jocelyn Horsley, Public Works Admin. Assistant
3. Mr. John Rumble, Purchasing Agent
4. Mr. Jerad Purvis, General Services Supervisor

The Selection Committee ranked the proposals with weight given to the following percentages:

Previous Experience (20%),
References (20%)
Price (60%).

After discussing the merits of each firm as described in the submittals, the low bidder Florida Pest Control was selected.

OPTIONS:

1. Approve the award of bid to Florida Pest Control in the amount of $2,600 for pest control services and authorize the City Administrator to enter into a contract with Florida Pest Control for three years with two, one year renewable terms.
2. Do not approve the bid award.

STAFF RECOMMENDATION:

Move to approve the award of bid to Florida Pest Control for pest control services and authorize the City Administrator to enter into a contract with Florida Pest Control for three years with two, one year renewable terms.

FISCAL IMPACT:

Pest control services are budgeted in the General Services Department's Exterminating budget and the current FY2013-14 budget meets the terms of the contract with Florida Pest Control.

LEGAL SUFFICIENCY:

Legally sufficient.

	Terminex	Florida Pest Control	APEX	Peachtree	Alliance	Pestmaster	McCall	Massey
Quarterly Cost Facilities	$ 3,025.00	$ 560.00	$ 2,280.00	$ 560.00	$ 1,300.00	$ 875.00	$ 1,035.00	$ 710.00
X4=	$ 12,100.00	$ 2,240.00	$ 9,120.00	$ 2,240.00	$ 5,200.00	$ 3,500.00	$ 4,140.00	$ 2,840.00
Monthly Cost Facilities	$ 90.00	$ 30.00	$ 1,250.00	$ 50.00	$ 100.00	$ 40.00	$ 90.00	$ 60.00
X12=	$ 1,080.00	$ 360.00	$ 15,000.00	$ 600.00	$ 1,200.00	$ 480.00	$ 1,080.00	$ 720.00
Termite Inspection Yearly	$ 2,750.00	$ -	$ 950.00	$ 675.00	$ 1,675.00	$ -	$ 2,650.00	$ -
Annual Cost	$ 15,930.00	$ 2,600.00	$ 25,070.00	$ 3,515.00	$ 8,075.00	$ 3,980.00	$ 7,870.00	$ 3,560.00
		N.C. for termite inspection				*N.C. for termite inspection*		*N.C. for termite inspection*
		1		2				3

America's Seaplane City

AGREEMENT BETWEEN THE CITY OF TAVARES, FLORIDA
AND Florida Pest Control Corp
FOR: PEST CONTROL SERVICES
PER BID 2014-0002

This is an Agreement between the City of Tavares, Florida a Florida Municipal Corporation, hereinafter referred to as the City, by and through its City of Tavares Council, and **Florida Pest Control Corp,** its successors and assigns, and hereinafter referred to as CONTRACTOR.

Recitals

WHEREAS, the CITY has publicly submitted an Invitation for Bids for the following services: **ITB 2014-0002 Pest Control Services WHEREAS,** the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and **NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

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

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to perform **Pest Control Services**

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to perform the services set forth herein in **Attachment A**, known as Bid proposal. The complete Bid Documents are hereby incorporated into this agreement by reference and is deemed a material part of this agreement.

3.2 The CITY shall issue a "Notice to Proceed" within fifteen (15) days of the final execution of this agreement. All services described in **Attachment A** shall be completed on a continuing basis until the contract expires.

Article 4. Payment

4.1 The annual payment of **$ 2600.00** shall be made in quarterly payments accordance with the specifications in the bid documents unless a change order has been executed in accordance with the City of Tavares Purchasing Policies and Procedures.

4.2 Invoices shall be submitted in duplicate to Lori Houghton Finance Director City of Tavares, PO Box 1068 Tavares, Florida 32778. Each invoice shall contain a detailed description of services and fees.

4.3 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 Other than the payment, set forth in **Attachment A**, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. City Responsibilities

5.1 CITY shall designate one City staff member Jared Purvis, to act as City's Project Administrator and/or Spokesperson.

5.2 CITY shall reimburse CONTRACTOR, in accordance with the Article 4 described herein

Article 6. Special Terms and Conditions

6.1 Qualifications. CONTRACTOR shall possess and maintain appropriate licenses.

6.2

Term of Agreement. This Agreement shall be effective immediately following the final execution of this Agreement. This Agreement shall be in effect for three (3) years with Two (2) one (1) year renewable terms

6.3 Termination.

"This Agreement may be terminated by the CITY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/Task(s) is completed and accepted."

A. Termination for Convenience. In the event the maintenance provided for under this Agreement is terminated or cancelled upon the request and for the convenience of CITY with the required 30 day advance written notice, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. The failure of either party to comply with any of the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send

written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days but is not cured within thirty (30) days, the Agreement shall terminate at midnight of the thirty-first (31st) day following receipt of the Notice. In the case of default that cannot be cured within thirty (30) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party. In the event of any termination, Contractor shall be paid for all services rendered through the date of termination. For purposes of this section, the failure of the City to pay Contractor in accordance with the payment terms of this Agreement shall be considered such a substantial failure. In the event of a substantial failure on the part of the City, Contractor, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.4 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the City Administrator. No such consent shall be construed as making the CITY a party to the subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

6.5 Insurance and Bond. CONTRACTOR shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONTRACTOR shall not commence work under the Agreement until CITY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent, with the following minimum limits and coverage:

(X)	General /Commercial Liability		
	(X)	Each Occurrence/General Aggregate	$1,000,000/1,000,000
	(X)	Products-Completed Operations	$1,000,000
	(X)	Personal & Adv. Injury	$1,000,000
	(X)	Fire Damage	$50,000
	(X)	Medical Expense	$5,000
	(X)	Contractual Liability	
	( )	X, C, U	

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

(X) **The City of Tavares, A Political Subdivision Of The State Of Florida,** shall be added as additional insured as their interest may appear on the:

(X) general liability policy
(X) automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

( ) Valuable papers with minimum limits of $100,000.

( ) Builder Risk insurance policy written on "all risk" perils.

( ) Professional liability (medical malpractice, engineers, architect, CONTRACTOR, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) CONTRACTOR shall be responsible for subcontractors and their insurance.

(X) The City of Tavares, P.O. BOX 1068, TAVARES, FL 32778-1068 SHALL be added as additional insured with endorsement

CONTRACTOR Liability Insurance policies shall be endorsed to add CITY as an additional insured for General Liability Insurance. Additionally, CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retention on CONTRACTOR Liability Insurance policies.

6.6 Indemnity. CONTRACTOR shall indemnify and hold CITY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the City of Tavares, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

6.7 Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the City. CONTRACTOR shall have no authority to contract for or bind CITY in any manner and shall not represent itself as an agent of CITY or as otherwise authorized to act for or on behalf of the City. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.8 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the City.

6.9 Retaining Other CONTRACTORs. Nothing herein shall be deemed to preclude the CITY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

6.11
Force majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Agreement shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event. Force Majeure shall be defined as an act of God, hurricane, earthquake, flood, lightening, unusually severe weather conditions, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, or other cause of a similar nature not within a party's control or which a party could not by reasonable diligence have avoided."

6.13
Attorney's Fees. Without waiving the City's sovereign immunity, if either party to this contract is required to engage an attorney to interpret or enforce this agreement, then the prevailing party shall be entitled to reimbursement by the losing party of all costs and attorney's fees incurred by the prevailing party

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

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

7.10 **Safety:** CONTRACTOR will ensure that all job site employees are suitably clothed and equipped, when working near traffic, with reflective safety vests and appropriate safety gear during the term of this Agreement.

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

If to CONTRACTOR:

Florida Pest Control Corp,
2334 Montclair Rd.
Leesburg Fl, 34748

If to City:

Mr. John Drury
City Administrator
City of Tavares
201 East Main St
Tavares, Florida 32778

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

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Attachments:
Attachment A-

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY through its City of Tavares Council, signing by and through its City Administrator, on the _____ day of _____, 2013 and by CONTRACTOR through duly authorized representative.

CONTRACTOR:

_____

_____

CITY:

_____
Mr. John Drury
City Administrator

Approved as to form _____

Nancy A Barnett City Clerk

America's Seaplane City™

ADVERTISEMENT / Request For Proposal

RFP #2014-0002 Exterminator /Pest control Services

For the CITY OF TAVARES, FLORIDA

The City of Tavares is seeking a qualified **Florida licensed Pest Control / Extermination** company to provide services to city owned facilities

Sealed proposals (including 3 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 October 31st -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

CITY OF TAVARES
SPECIFICATIONS / SCOPE OF WORK

RFP #2014-0002 Pest Control / Extermination

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 Introduction

The City of Tavares has used several companies over the previous years for pest control services. This RFP will consolidate the services with one company

2.0 Services Required

The successful submitter shall provide continuing pest control on a quarterly basis with 2 monthly locations and termite treatment services on an annual basis with the pest services billed on a quarterly basis and termite service billed on a yearly basis. (see Attachment "A")

3.0 Selection

The successful submitter will be selected on the following criteria:

Cost	60%
Previous Experience	20%
References	20%

4.0 Licenses and Background

All service personnel must be fully qualified with the contractor must providing documentation and background checks for the individuals

5.0 Insurance

Insurance and Bond. CONTRACTOR shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONTRACTOR shall not commence work under the Agreement until CITY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance

Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability		
	(X)	Each Occurrence/General Aggregate	$1,000,000/1,000,000
	(X)	Products-Completed Operations	$1,000,000
	(X)	Personal & Adv. Injury	$1,000,000
	(X)	Fire Damage	$50,000
	(X)	Medical Expense	$5,000
	(X)	Contractual Liability	
	( )	X, C, U	
	( )	Other:_____	$

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

(X) **The City of Tavares, A Political Subdivision Of The State Of Florida,** shall be named as additional insured as their interest may appear on the:

(X) general liability policy
( ) automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

( ) Valuable papers with minimum limits of $100,000.

( ) Builder Risk insurance policy written on "all risk" perils.

( ) Professional liability (medical malpractice, engineers, architect, CONTRACTOR, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) CONTRACTOR shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: The City of Tavares, P.O. BOX 1068,TAVARES, FL 32778-1068

CONTRACTOR Liability Insurance policies shall be endorsed to add CITY as an additional insured for General Liability Insurance. Additionally, CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retention on CONTRACTOR Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

5.1 Indemnity. CONTRACTOR shall indemnify and hold CITY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the City of Tavares, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

6.0 Submission of Proposal

1. At: **City Clerks Office**
   City of Tavares
   201 East Main Street
   Tavares, Florida 32778

2. Until **October 31st @ 2:00pm. Proposals will be opened and recorded @ 2:15 pm in the City of Tavares Council Chambers that same day.**

All submissions, including those submitted by commercial carrier services, must be marked on the outermost envelope and /or package with the following information: (1) the word "RFP", (2) the title (3) the date and time specified for receipt, and (4) the name and address of the respondent.

The responsibility for submitting RFPs to the City Clerks Office on or before the above stated time and date is solely that of the respondent. The City will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

RFPs may be modified/withdrawn by written notice if received in the office specified for receipt of submissions before the time and date set for receipt of RFPs. The City shall not be liable for any costs incurred by respondents prior to entering into a contract.

7.0 Term of Contract

The term of the contract will be for 3 years with 2 one year renewable options.

BID FORM

Quarterly Cost Facilities	_____
Monthly Cost Facilities	_____
Termite Maintenance Yearly	_____
TOTAL :	

CITY OF TAVARES

1. GENERAL

1.01 DESCRIPTION

A. The following Bid is hereby made to the City of Tavares, Florida, hereinafter called the Owner. Bid is submitted
by_____
(insert legal name, address, and whether sole proprietorship, partnership or corporation.)

1.02 THE UNDERSIGNED

A. Acknowledges receipt of:

1. Bid package

2. Addenda:

Number _____, dated _____,
Number _____, dated _____,
Number _____, dated _____,
Number _____, dated _____,
Number _____, dated _____,

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for up to 90 calendar days after the bid opening date.

2. To enter into and execute a contract with the Owner based upon the included criteria.

3. To accomplish the work in accordance with the Contract Documents.

_____

1.05 MISCELLANEOUS PROVISIONS

Bidder attaches evidence of qualification and licensing to do business in the State and locality of this project or covenants to obtain such qualification prior to award of Contract.

RESPECTFULLY SUBMITTED, signed and sealed this ___ day of _____, 2012.

_____

By: _____

_____
Title

_____
Address

_____
City State

STATE OF FLORIDA)
COUNTY OF)
CITY OF)

Before me, a Notary Public duly commissioned, qualified, and acting personally appeared _____to me well known, who being by me first duly sworn upon oath says that he is the Attorney-in-Fact for _____, Surety, and that he has been authorized by said Surety corporation to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Tavares, Florida.

Subscribed and sworn to before me this ____day of _____, 2012.

_____
Notary Public
State of Florida at Large

My Commission Expires:
(S E A L)

ATTACHMENT "A"

Buildings to be Treated Quarterly

1. Fire Station#28	3,690sq.ft.	*
2. Fire Station#29	7,664sq.ft.	
3. City Hall (includes P.D.)	16,000sq.ft.	
4. Parks and Recreation	1,350sq.ft.	*
5. Public Works Office	1,317sq.ft.	*
Woodlea Waste Water		
(main office)	6,110sq.ft. /	
Shop	1,696sq.ft/	
Chlorine Room	1,062sq.ft	
6. Library	8,980sq.ft.	*
7. Museum	890sq.ft*	
8. Shuffle Board Courts (building only)	192sq.ft.	
9. Civic Center	4,174sq.ft.	*
10. TRA Room	1,372sq.ft.	*
11. Ingraham Center	2,330sq.ft.	
12. Summerall Park Restroom	255sq.ft. / Gazebo 144sq.ft.	
13. Aesop Park Restroom	380sq.ft.	
14. Dog Park Gazebo	576sq.ft.	
15. Train Depot	1,395sq.ft.	*
16. Train Station	2,681sq.ft.	*
Wooton Park:		
17. Large Gazebo	1,350sq.ft.	
18. Small Gazebo x3	225sq.ft.	
19. Restroom	784sq.ft.	
20. Trailhead	2,046sq.ft.	
21. Picnic Pavilion	1,696sq.ft	
22. Prop Shop	1,700sq.ft.	*
23. Tavares Recreational Park Restroom	288sq.ft.	
24. **Public Works Complex**	11,153sq.ft	
Caroline Plant Main Building	1,768sq.ft.	
Barn	1,680sq.ft./	
Carwash	1,170sq.ft	
25. Perk Ponds Building	432sq.ft.	
26. Cemetery Office/ Storage	1,152sq.ft.	
27. Mausoleum	1,000sq.ft.	

Buildings to be treated monthly

1. Woodlea Sports Complex Concession Stand 1,470sq.ft./ Barn 400sq.ft.
2. Stover Field Concession/Press Box 1,720sq.ft. / Barn 400sq.ft. *

*Means building should have an annual Termite Inspection and Treatment if needed.

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 2
SUBJECT TITLE: Ordinance 2013-18 First Reading
Idamere Crossings-Rezoning

OBJECTIVE:

To consider the rezoning of approximately 18.56 acres of property abutting Lake Idamere at the southeast intersection of State Road 19 and Lane Park Cut-Off from PCD (Planned Commercial Development) to C-2 (Highway Commercial).

SUMMARY:

The subject property is located on the southeast intersection of SR 19 and Lane Park Cut-Off. The property is approximately 18.56 acres in size and backs onto Lake Idamere. It is owned by Idamere Crossings, LLC. The land is vacant and is currently zoned PCD (Planned Commercial Development). The owner desires to rezone this property to C-2 (Highway Commercial). Essentially, the only difference between the existing and proposed zoning uses is that, under a Highway Commercial zoning, an automobile service station is an allowed use. It is staff's opinion, that this busy, signalized intersection would be an appropriate location for a service station. The Future Land Use Map designation of this property, under our Comprehensive Plan, is Commercial and is therefore compatible with the proposed Highway Commercial zoning.

Prior to the issuance of any permits for development on this property, the owners would have to receive site plan approval from the city demonstrating compliance with all applicable city, state and federal regulations.

OPTIONS:

No Council action required at First Reading.

PLANNING & ZONING BOARD RECOMMENDATION:

At its November 21st meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2013-18.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2013-18.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2013-18

AN ORDINANCE OF THE CITY OF TAVARES REZONING APPROXIMATELY 18.56 ACRES LOCATED AT THE SOUTHEAST INTERSECTION OF STATE ROAD 19 AND LANE PARK CUT-OFF FROM PCD (PLANNED COMMERCIAL DEVELOPMENT) TO C-2 (HIGHWAY COMMERCIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of property described in Exhibit "A" attached hereto, is requesting to rezone said property from PCD (Planned Commercial Development) to C-2 (Highway Commercial); and

WHEREAS, the City of Tavares held duly noticed public hearings before the Planning and Zoning Board and City of Tavares City Council, providing opportunity for individuals to hear and to be heard regarding the proposed amended zoning; and

WHEREAS, the City Council has reviewed and considered all relevant evidence, information and testimony presented by witnesses, the public, and City staff; and

WHEREAS, this proposed rezoning to C-2 (Highway Commercial) is in conformity with the City of Tavares' Comprehensive Plan and the Future Land Use Map 2020 designation of Commercial; and

WHEREAS, the City Council finds this amendment in compliance with the City of Tavares' Land Development Regulations; now therefore

BE IT ORDAINED by the City Council of the City of Tavares, Florida, as follows:

Section 1. Rezoning

The said property, as legally defined in Exhibit "A", attached hereto and made a part herewith, is hereby rezoned from PCD (Planned Commercial Development) to C-2 (Highway Commercial), under the specific provisions as established by the City of Tavares Land Development Regulations.

Section 2. Severability.

Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect.

Section 3. Effective Date.

This ordinance shall take effect immediately upon its final adoption by the Tavares City Council.

_____

Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____

Nancy A. Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

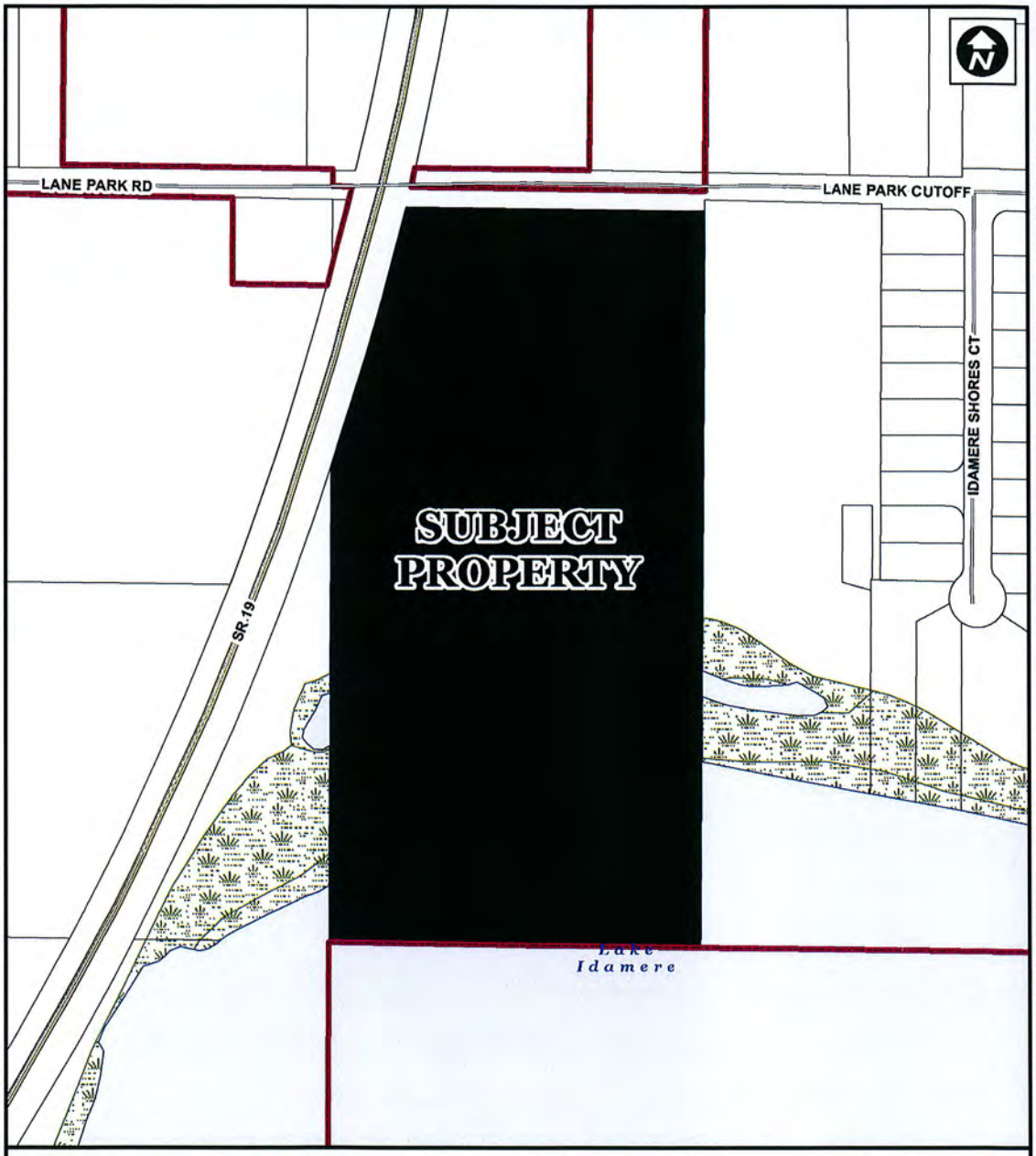
_____

Robert Q. Williams, City Attorney

Exhibit A
Legal Description

The West 1/2 of the SW 1/4 of the SE 1/4, Section 6, Township 20 South, Range 26 East, Less the Right of Way of State Road No. 19 and that portion lying within 35 feet South of the North line of the SW 1/4 of the SE 1/4 of Section 6, Township 20 South, Range 26 East, Lake County, Florida.

CITY OF TAVARES



PROPERTY LOCATION MAP
IDAMERE CROSSINGS

TAVARES
America's Seaplane City

150 75 0 150
Feet

Created By: City of Tavares GIS Z:\pzd\DATA\PROJECT FILES\Idamere Crossings; Rezone - PZ2013-20\GIS\GIS_Maps\IDAMERE CROSSINGS_AD.mxd Map Created on 10.22.13

1

Orlando Sentinel

Publication Date: 11/11/2013

Ad Number: 1919621-1
Insertion Number: /
Size: 3 x 10.5
Color Type: B&W

Client Name: PO# Fitzgerald, Mike
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E002/LAK
Description: Ordance 13-18

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2755 S. Bay St., Suite F
(ACROSS FROM TRACTOR SUPPLY)

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2013-18 titled as follows:

ORDINANCE 2013-18

AN ORDINANCE OF THE CITY OF TAVARES REZONING APPROXIMATELY 18.56 ACRES LOCATED AT THE SOUTHEAST INTERSECTION OF STATE ROAD 19 AND LANE PARK CUT-OFF FROM PCD (PLANNED COMMERCIAL DEVELOPMENT) TO C-2 (HIGHWAY COMMERCIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2013-18 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on November 21, 2013, at 3 p.m.; and
2. Tavares City Council meeting on December 4, 2013, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on December 18, 2013, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2013-18 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

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

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

YOUR COMMUNITY IN BRIEF

Yoga class designed to help with balance, strength, more

By Debbie Manis
Staff Writer

Hatha yoga focuses on using the physical body to circulate life energy through the use of movement and breath, while strengthening muscles, creating elasticity in joints, ligaments and tendons, and relaxing the body.

Mount Dora Parks and Recreation is offering Hatha yoga from 6 to 7:45 p.m. Tuesdays in the Green Room at the Mount Dora Community Building, 520 N. Baker St.

Hatha yoga, the most common style, has been found to boost strength, flexibility, balance and endurance.

The class will start with a gentle warm-up, work through sun salutations, interspersed with basic yoga sequences and holding poses and finish with savanna (rest), which includes a head and hand massage from the instructor.

Cost is $30 a month.

For more information, send email to Brenda Skiles at skilesfitness@gmail.com.

Meetings

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

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

■ The Golden Triangle Stamp Club meets at 1 p.m. the third Friday of each at W.T. Bland Public Library, 1995 N. Donnelly St., Mount Dora.

Details: Scot Cornwall, 352-217-2826.

Benefit for St. Jude

Members of the Fallen Few Motorcycle Club of Lake County will have its annual poker run scheduled for Saturday to benefit St. Jude Children's Research Hospital in Memphis.

Breakfast will be served at 8:30 a.m. at AMVETS Post 1992, 32201 AMVETS Way, Mount Dora. The kickstands go up at 11 a.m. There also will be a bloodmobile at the post.

The last stop is Corner Pub in Eustis.

There will be door prizes, 50-50 drawing, auctions, bike and car wash, bike contest, music, food and vendors.

Last year's poker run event raised more than $9,000.

Details: Kansas Crowley, 352-552-4067 or fallenfewmc.com.

Sponsors, vendors needed

The Oklawaha Valley Audubon Society will celebrate its 50th anniversary and 25th anniversary of Trout Lake Nature Center, 520 E. County Road 44 Bypass in Eustis, with a party planned for Feb 15.

There will food, guided nature walks, Florida-themed art, demonstrations, live critters, films, speakers, museum tours and more.

The society is seeking sponsors and vendors for the event.

The society began piecing together acreage for the nature center in the late 1980s and opened in 1989.

For more information, call Joan Bryant at 352-357-7926 or email aarfjb3@comcast.net.

Entertainers needed

The Cagan Crossings Farmer's Market, 600 Cagan Park Ave. on U.S. Highway 27 in Clermont, a quarter-mile north of U.S. Highway 192, which is open from 4 to 8 p.m. every Friday, is seeking entertainers such as musicians, karaoke, barbershop quartets, face painters, balloon twisters, jugglers, dancers, actors and caricature artists, to perform at the weekly market or monthly events.

Details: facebook.com/caganfarmersmarket or call 352-242-2444, Ext. 206.

Speakers offered

Need a speaker for your club, service organization or community-group meeting? The Alzheimer's Family Organization offers informative presentations and its services and programs to the Central Florida community.

To arrange for a speaker, call 1-888-496-8004 or 727-848-8888.

Volunteer auxiliary troopers

Volunteers are needed for the Florida Highway Patrol Auxiliary.

Auxiliary troopers are volunteers who help officers as an extra set of eyes and ears on the road, work security details at special events and participate in vehicle equipment and license checkpoints.

Volunteers go through extensive training and certification process.

For more information, visit flhpa.info or troop-d.org.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778-4366, fax 352-742-5938 or dmanis@tribune.com.

LAKE THINGS TO DO

Aquatics

MOUNT DORA SWIM TEAM is taking registrations. Fee: $40 per month with practices from 4:30 to 6 p.m., Monday, Tuesday, Thursday, Friday. No Wednesday practices. Location: heated Mount Dora City Pool. Details: Beth Kornowski at 352-516-2731.

LEESBURG AQUATICS for swimmers from 5 through masters (19 and older) is inviting recreational swimmers looking to develop their swimming skills. Fees: $35-$55 per month and other fees for meets and USA Swimming registration. Year-round and summer recreational programs are available. Details: leesburgaquaticsclub.com, 407-421-8049 or email leesburgaquaticsclub@hotmail.com.

GOLDEN TRIANGLE YMCA is running swim-lesson program for students from 6 months old to adults. Fees: $45 for members for eight sessions, $90 for non-members for eight sessions. Details: Contact aquatics director Pam Sanders, psanders@cfymca.org.

SAFE START program by the Central Florida YMCA teaches youngsters to float, rest, breathe and swim to the wall. It is a six-week program taught five days a week for 10 minutes by Heather Worrell, certified Safe Start instructor. Details: 352-343-1844, Ext. 235, or email heathersafestart@gmail.com.

CITY OF EUSTIS Parks & Recreation Department will be offering Aqua Zumba classes at the Eustis Aquatic Center. Classes are instructed by certified Zumba instructor Michelle Deesi. Classes are one hour and begin at 9:30 a.m. Classes are ongoing. Fee: $40 per month, two classes per week, or $20 per month, one class per week. Details: Eustis Aquatic Center at 352-357-3264.

NTC AQUATICS is for children who are competitive swimmers or would like to learn the basic fundamentals of swimming in a team atmosphere. Ages: 5-18. This is a year-round program offering seven different categories/teams based on skill level. Details: Ozzie Quevedo at ozzie.quevedo@orlandohealth.com or 352-241-7144, Ext. 4293.

Archery

JOSEPH STEED'S ARCHERY offers beginning, intermediate and advanced archery classes Saturdays and Sundays at 8 a.m. in Montverde. Ages: 9-90. All experience levels welcome. Details: Joseph Steed, 407-913-4140 or josephsteedsarchery.com.

Baseball

CENTRAL FLORIDA REDHAWKS travel baseball teams are looking for players 8-13 years old to play. Our coaches are experienced and former baseball players who have your child's development in mind. We have a 7,000-square-foot, state-of-the-art indoor-training facility where we use the same training techniques as many college and Major League Baseball teams. For info on Redhawks Spring/Summer Travel Baseball Team, call 352-735-0015 or email cflredhawks@gmail.com.

MOUNT DORA BASEBALL ACADEMY is offering training sessions Mondays from 6-8 p.m. There are 12 hitting stations, a speed and agility workout. Program is for players 7-12. Fee: $15 per session or $50 a month, and special pricing is available for families. Reservations are taken at 352-735-0015 or at mtdoraabaseballacademy@gmail.com. Private lessons, camps and clinics also are offered.

COAST TO COAST BASEBALL is seeking skilled players (ages 10-18) to represent the U.S. in competition in Puerto Rico or to work with top college coaches and pro scouts at one of their Florida or Arizona camps and showcase events at a major-league spring-training complex. Details: Visit the tryout

Please turn to Page E8

PICKLES

How to reach us: Lake County newsroom contacts

COUNTY EDITOR
JERRY FALLSTROM
jfallstrom@orlandosentinel.com
352-742-5916

COMMUNITIES EDITOR
SAL RECCHI
srecchi@orlandosentinel.com
407-420-5493

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 3

SUBJECT TITLE: Ordinance 2013-20 – Amendment to Chapter 4, Code of Ordinances Requiring Mandatory Spaying and Neutering of Dogs and Cats within the City – Second Reading

OBJECTIVE:

To consider the adoption of Ordinance 2013-20 requiring mandatory spaying and neutering of dogs and cats with the City of Tavares.

SUMMARY:

During the October 20, 2013 City Council meeting, staff was directed to provide an ordinance for consideration that would provide for mandatory spaying and neutering for dogs and cats within the city. The proposed ordinance allows for certain exemptions such as show animals, medical conditions, service dogs, breeders, hunting and herding dogs, temporary residence, and law enforcement animal breeding programs.

Ordinance 2013-20 requires dogs and cats to be spayed by the age of 6 months of age or within 30 days of ownership if over 6 months of age. Other requirements include microchipping, permitting and tag requirements for animals that qualify for an "unaltered permit" to be issued by the City of Tavares at a cost of $10.00. There is an exemption for an unaltered permit for a dog or cat temporarily harbored within the City of Tavares for less than 120 days with any calendar year.

It is proposed that applications for unaltered permits would be coordinated through the City Clerk's office who would accept payment and issue a license tag.

In terms of enforcement, citations would be issued through the Code Enforcement process. All dogs and cats within Lake County are currently required to show proof of rabies vaccination and are required to have a county tag. If the Code Enforcement officer receives information related to a violation, if the owner cannot show proof of a city issued "unaltered permit" the owner will be subject to code enforcement action.

Costs:

The average cost to pay and neuter a cat or dog depends on gender and weight but is estimated as follows:

- Cat: $82.00-$208.00
- Dog: $140.00-$307.00

(See attached breakdown for more information)

Discount Programs for Lake County Residents:

Discount programs are available through private foundations, the Humane Society and Lake County Florida Government. These programs help in covering the costs of the actual surgery by approximately 50-100% depending on the program and animal. Pre surgery vaccines/tests and bloodwork requirements and costs vary with each veterinary clinic.

- Human Society of Lake County – A non-profit corporation with 12 participating veterinary clinics throughout Lake County. Participating clinics have a pre-set fee that covers approximately 50% of the average surgery cost.
- Stacks Foundation – A private foundation with 20 participating veterinary clinics throughout Lake County. The voucher covers approximately 50% of the surgery cost at participating clinics.
- Dolly Foundation – A private foundation that provides vouchers which may cover 100% of costs to spay and neuter pit-bulls. Their program is currently suspended until 2014 as there has been such a high demand.
- Lake County, Florida – Rebate program covers up to $50.00 for surgery costs while funding lasts ($50,000). This program can be used in conjunction with the Humane Society of Lake County and Stacks Foundation programs.

OPTIONS:

1.) Move to approve Ordinance 2013-20 amending Chapter 4 of the Code of Ordinances to require mandatory spaying and neutering of cats and dogs within the city.
2.) Do not approve Ordinance 2013-20

STAFF RECOMMENDATION:

Move to approve Ordinance #2013-20 amending Chapter 4 of the Code of Ordinances to require mandatory spraying of neutering of cats and dogs within the City unless the owner obtains an altered license tag by showing proof of qualifications as listed in the Ordinance

FISCAL IMPACT:

Fiscal impacts will be determined after the program has been in place for one year. There will be some revenue stream from the $10.00 cost of the permit however there will be costs associated with administration and with enforcement.

LEGAL SUFFICIENCY:

Legally sufficient

ORDINANCE 2013-20

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, TO AMEND CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES TO PROVIDE FOR MANDATORY SPAYING AND NEUTERING OF DOGS AND CATS WITHIN THE CITY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PERMITS FOR UNALTERED ANIMALS; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that uncontrolled breeding of cats and dogs is the cause of the overpopulation problem, and without action aimed at the source, this problem and its serious consequences will remain unabated; and

WHEREAS, the City Council also finds that part of the solution is for all dogs and cats over the age of six months to be spayed or neutered, unless their owners purchase the appropriate licenses/permits for the privilege of maintaining the animal intact and allowing it to breed; now therefore,

BE IT ORDAINED by the City Council of the City of Tavares, Florida;

Chapter 4 of the Code of Ordinances of the City of Tavares is amended by adding Article II-A, Sections 4-28 et. seq.:

ARTICLE II-A – SPAY AND NEUTER

Section 4-28. Mandatory spay and neuter.

(a) Purpose. The City has determined that the unintended or uncontrolled breeding of dogs and cats within the City leads to many dogs, cats, puppies and kittens being unwanted, becoming strays, suffering privation and death, being impounded and euthanized at great expense to the community, and constituting a public nuisance and public health hazard. It is, therefore, declared that every feasible means of reducing the number of unwanted dogs, cats, puppies, and kittens be encouraged.

(b) Spaying, neutering of dogs and cats. No person may harbor a dog or cat six months of age or older within the incorporated limits of the City of Tavares that has not been spayed or neutered unless such person holds an unaltered animal permit for each unaltered dog or cat, unless the dog or cat is otherwise exempt under this section.

Section 4-29. Unaltered animal permit.

(a.) Qualifications. An owner of an unaltered dog or cat shall qualify for an unaltered animal permit if one of the following is satisfied:

(1) Shows and competitions. The dog or cat is used to show, to compete or to breed, which is of a breed recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), American Dog Breeders Association (ADBA), Cat Fanciers' Association (CFA), or other bona fide registry and meets one of the following requirements:

(i.) The dog or cat has competed in at least one show or sporting competition sanctioned by a bona fide national registry within the last 365 days;

(ii.) The dog earned conformation, obedience, agility, carting, herding, hunting, protection, rally, sporting, working or other title from a purebred dog registry, referenced above, or other registry or dog sport association; or

(iii.) The owner of the dog or cat is a member of, and the dog or cat is registered with a bona fide purebred dog breed club or cat fancier's association, which maintains and enforces a code of ethics for dog or cat breeding that includes restrictions from breeding dogs or cats with genetic defects and life threatening health problems that commonly threaten the breed, or the owner signs a statement under oath attesting that the dog or cat is being trained to comply with subsections i. or ii, above.

(2) Medical fitness. A veterinarian licensed in the State of Florida certifies in writing that a dog or cat is medically unfit to undergo the required spay or neuter procedure because of a medical condition, including but not limited to age, would be substantially aggravated by the procedure or would likely result in the death of the dog or cat. The certification must state the date, if any, by which the dog or cat may be spayed or neutered. As soon as the medical condition that prevents a dog or cat from being spayed or neutered ceases to exist, it shall be the duty of the owner to have it spayed or neutered within 30 days.

(3) Law enforcement. The dog is currently used by a law enforcement agency for law enforcement purposes or is part of a bona fide law enforcement animal breeding program.

(4) Service animals. A dog or cat that is a "service animal" as defined in Section 413.081(d), Florida Statutes or is part of a bona fide service animal breeding program.

(5) Breeders. The owner demonstrates to the City proof of a breeding contract for a particular dog or cat, membership in a bona fide national, state or local organization, for the perpetuation of a given breed of dog or cat or proof of a litter produced by breeding of the dog or cat within the last 365 days.

(6) Hunting and herding dogs. The dog is currently used as, or trained to be, a hunting or herding dog and the dog is registered with a bona fide national, state or local hunting or herding dog association. Alternatively, the owner of the dog signs a statement under oath attesting that the dog is used, trained, or will be trained to be a hunting or herding dog.

(7) None of the aforementioned qualifications shall be construed to authorize the breeding or harboring of dogs or cats in violation of the Tavares Land Development Regulations, or exempt the owner or his dog or cat from any other provision of this chapter.

(b.) Deadline. A dog or cat governed by this section shall be spayed or neutered by its owner or, if eligible, the owner shall obtain an unaltered animal permit within 30 days of the dog or cat becoming six months of age or, by July 1, 2014, whichever is later in time, or, in the case of an owner whom acquired a dog or cat after it becoming six months of age, 30 days of acquisition.

(c.) Microchipping. As a condition to obtaining an unaltered animal permit, an eligible dog or cat must be implanted with an identifying microchip and the owner must provide the microchip number to the City as a condition of the permit. This requirement shall not apply to hunting or herding dogs.

(d.) Place of residence. The address of the owner shall be presumed to be the residence of the dog or cat. All changes of address for unaltered animals must be reported to the City within 30 calendar days following such change.

(e.) Change in ownership. A permit holder shall notify the City and the national registry applicable to the implanted microchip in writing of any change in ownership of a dog or cat within 30 calendar days.

(f.) Term of permit. An unaltered animal permit shall be valid for the life of the dog or cat.

(g.) Revocation. Upon receipt of information of violation of this section, the City may issue a notice of revocation to a permit holder. The notice of revocation shall provide a summary of the information of the violation and shall be sent by certified mail, return receipt requested, by hand delivery, or upon posting of the property at the address listed in the permit application. Any request for hearing shall be filed by the permit holder with the City of Tavares Code Enforcement Special Master within ten days after the permit holder's receipt of said notice. The permit holder shall set forth the reasons why the permit holder believes the revocation would be an error. Failure to

timely request a hearing shall render the revocation final. All hearings shall be conducted by the City of Tavares Code Enforcement Special Master within 30 days after the receipt of a request for hearing.

Section 4-30. Exemptions. A dog or cat that meets the following criteria shall be exempt from this section and not be required to obtain an unaltered animal permit:

(a.) A dog or cat temporarily harbored within the City of Tavares for less than 120 days within any calendar year.

(b.) The dog or cat is being harbored by a lawful humane society/animal shelter within the City of Tavares, whether public or private, whose principal purpose is securing the adoption of dogs or cats or offering sanctuary for dogs or cats and certifies in writing to the City that it does not engage in the breeding of dogs or cats.

Sec. 4-31. Unaltered Dog/Cat Permit and License Tag Requirements.

(a.) An owner of an unaltered dog or cat six (6) months of age or older must obtain an unaltered license tag for the dog or cat. The City will issue an unaltered animal permit if the owner complies with the requirements set forth in this article and pays the license tag fee established by this Ordinance.

(b.) An unaltered animal tag will be given out with every unaltered animal permit. An unaltered animal is to have the designated tag on its collar and at all times should be visible.

(c.) The cost of an unaltered animal permit shall be $10.00.

(d.) Spayed or neutered animals are not required to have a permit but are subject to the other provisions of this Chapter.

Sec. 4-30. Penalties.

Any person who is issued a citation for violating this Ordinance for the first time shall be provided with a list of no cost and low cost spay and neuter services. If a first time violator can demonstrate compliance with this Ordinance within 60 days of the date the citation is issued, the citation will be dismissed. All subsequent violations shall be punished as set forth in Section 4-94 of the Tavares Code of Ordinances or enforced through the City's Code Enforcement procedures.

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
City Clerk

_____

Approved as to form:
Robert Q. Williams
City Attorney

Passed First Reading _____

Passed Second Reading _____

SPAYING AND NEUTERING COST INFORMATION
10/14/2013

Tavares Animal Hospital (352-343-7793)
Dog – Spay - $307.00 – Neuter - $248.00
Cat – Spay - $208.00 – Neuter - $139.00

Animal Medical Center (352-589-1108)
Dog – Spay - $215.00 – Neuter - $215.00
Cat – Spay - $170.00 – Neuter - $100.00

Lake Veterinary Clinic (352-735-6047)
Dog – Spay - $150.00 – Neuter - $140.00
Cat – Spay - $112.00 – Neuter - $82.00

Humane Society of Lake County
www.humanelake.com

Pre-pay type program – you pay the below costs to the Humane Society of Lake County the and participating veterinary clinics will then bill the Humane Society of Lake County for anesthesia and basic surgery costs. Medications and other costs are separate. Certain vaccines may also be required. Pre surgery vaccines/tests/bloodwork can vary with each veterinary clinic. **There are currently 12 participating Humane Society program veterinary clinics in Lake County.**

- Feline Neuter = $34.00
- Feline Spay = $57
- K-9 Neuter
    - 1-40 lb = $63.00
    - 41-80 lbs = $73.00
    - 81 lbs and over requires Dr. quote
- K-9 Spay
    - 1-40 lbs = $82.00
    - 41-60 lbs = $94.00
    - 61-80 lbs = $107.00
    - 81 lbs and over requires Dr. quote

Lake County Rebate Program

The Lake County $50.00 rebate program can be used alone or in conjunction with the below programs up to $50.00 while funding is available. (example: Stacks program feline neuter is $44 – then Lake County rebate will reimburse $44.00 and there would

be no costs for the surgery – bloodwork/vaccines/medications would still be an additional cost) Certain restrictions and guidelines apply to each program.

Stacks Program
www.stacksfoundation.org

There are 20 vets in Lake County that participate in the Stacks Program.

Eustis Animal Medical Center – Voucher program covers almost half of the cost associated with a spay/neuter surgery; medications or other costs are separate and are approximately an additional $5-10 for felines and $15-20 for K-9's). Certain vaccines may also be required. Pre surgery vaccines/tests/bloodwork can vary with each veterinary clinic. **There are currently 20 participating Stacks program veterinary clinics in Lake County.**

- Feline Neuter
  - with Stacks = $44.00
  - w/o Stacks = $75.00
- Feline Spay
  - with Stacks = $69.50
  - w/o Stacks = $120.00
- K-9 Neuter 1-40 lb
  - with Stacks = $72.00
  - w/o Stacks = $115.00
- K-9 Neuter over 40 lb
  - with Stacks = $85.00
  - w/o Stacks = $137.50
- K-9 over 90 lbs or with health conditions requires estimate prior to surgery
- K-9 Spay 1-20 lb
  - with Stacks = $72.25
  - w/o Stacks = $137.50
- K-9 Spay 40-80 lb
  - with Stacks = $87.00
  - w/o Stacks = $160.00
- K-9 over 80 lbs or with health conditions requires estimate prior to surgery

Lake County Animal Services
www.lakecountyfl.gov

AGENDA SUMMARY
CITY COUNCIL MEETING
DECEMBER 4, 2013

AGENDA TAB NO. 4

SUBJECT TITLE: Mutual Pension Board Position and Lake County Library Advisory Board

OBJECTIVE:

To consider approval of the 5th mutual board position that is given ministerial approval by the City Council and of the Lake County Library Advisory Board

SUMMARY:

Police Pension Board

The 5th Board position will be up for renewal in December. Captain David Myers currently fills that position and was reappointed by the Police Pension Board at its quarterly meeting September 13, 2013. This requires City Council to also confirm as it is a joint appointment. This is for a two year term appointment from December 2013 to December 2015.

Lake County Library Advisory Board

The City's current representative to the Lake County Library Advisory Board is Patricia Miller with Rosa Rosario as the Alternate. This position was advertised. Ms. Miller has indicated her willingness to be reappointed. This reappointment will be for a four year term from March 1, 2014 to February 28, 2018.

OPTIONS:

The Mayor will make a recommendation for both Boards.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient

Nancy Barnett

From: plm [rsmplm@aol.com]
Sent: Thursday, November 14, 2013 3:00 PM
To: Nancy Barnett
Subject: Re: Lake County Advisory Board

I would be happy to serve on the Lake County Library Board as the Tavares representative for the term 3/1/2014 to 2/28/2018.

Patricia L. Miller

-----Original Message-----
From: Nancy Barnett <nbarnett@tavares.org>
To: 'plm' <rsmplm@aol.com>
Cc: Robert Wolfe <robwolfetavares@yahoo.com>
Sent: Thu, Nov 14, 2013 1:24 pm
Subject: Lake County Advisory Board

Dear Ms. Miller,

Your term on the Lake County Library Advisory Board expires on February 28, 2014. If you would like to be reappointed please advise. You can respond by email to me or if you prefer to send an email directly to Mayor Wolfe that would be fine. This would be for a four year term from March 1, 2014 through February 28, 2018.

Thank you.

Sincerely,

Nancy A. Barnett, C.M.C.
City Clerk
City of Tavares
PO Box 1068
Tavares, FL 32778-1068

Phone (352) 253-4546
Fax (352) 742-6351

TAVARES
America's Seaplane City

Orlando Sentinel/Lake Sentinel
Sunday, November 10, 2013 Edition
Citizens Boards/Committees

Legal Notices

Public Hearing Notices

CITY OF TAVARES
CITIZEN BOARDS/COMMITTEES

THE CITY OF TAVARES IS PRESENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING COMMITTEES:

•LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) BICYCLE PEDESTRIAN COMMITTEE, CITY OF TAVARES REPRESENTATIVE
•LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) CITIZENS ADVISORY COMMITTEE, CITY OF TAVARES REPRESENTATIVE
•LAKE COUNTY LIBRARY ADVISORY BOARD, CITY OF TAVARES REPRESENTATIVE

THE POSITIONS ARE VOLUNTARY AND APPOINTED BY THE MAYOR OF THE CITY OF TAVARES. APPLICATIONS MAY BE OBTAINED BY CALLING (352) 253-4546, BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. MONDAY THROUGH FRIDAY OR BY DOWNLOADING THE APPLICATION FROM THE CITY'S WEB SITE AT WWW.TAVARES.ORG

APPLICATIONS SHOULD BE SUBMITTED BY FRIDAY, NOVEMBER 22, 2013 AT 5:00 P.M. FOR ADDITIONAL INFORMATION PLEASE CALL NANCY BARNETT, CITY CLERK, AT 352-253-4546.

LAK1261141 11/10/2013

LAKE COUNTY
FLORIDA

October 30, 2013

Mr. John H. Drury, City Administrator
City of Tavares
P.O. Box 1068
Tavares, FL 32778-1068

Dear Mr. Drury:

This is to notify you that the terms for the City of Tavares seats on the Lake County Library Advisory Board will expire on February 28, 2014. Please have the City Council make its appointments/re-appointments for board member and alternate board member at its earliest convenience. The new terms will be for four years, from March 1, 2014 through February 28, 2018. Once the appointments have been made, please notify the BCC office or me, in writing, so the appointments can be affirmed by the Board of County Commissioners. Ms. Patricia Miller currently serves as the representative and Ms. Rosa Rosario serves as the alternate member.

Please don't hesitate to contact me if you have any questions. Thank you for your continued participation in the Lake County Library System, a public library cooperative serving the City of Tavares and Lake County residents.

Sincerely,

Paul Alford

Paul Alford
Library Services Division Manager

PA/kg

c: Nancy Barnett, City Clerk, City of Tavares
Grace Watson, Office Associate III, County Manager-Admin.
Rosa Rosario, Director, Tavares Public Library

DEPARTMENT OF PUBLIC RESOURCES
P.O. BOX 7800 • 2401 WOODLEA RD., TAVARES, FL 32778 • P 352.253.6150 • F 352.253.6184
Board of County Commissioners • www.lakecountyfl.gov

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 5

SUBJECT TITLE: Electric Charging Station Update – Grant Expiration

OBJECTIVE:

To present to Council updated information on the use of the four Nova Electric Charging Stations located in the downtown area, notify Council of the expiration of the grant period and obtain a decision regarding the future of service.

SUMMARY:

On December 15, 2010, City Council authorized staff to formally accept a grant from the ChargePoint America (CPA) grant program. This grant included the cost of 4 charging station units and network maintenance through NovaCharge Chargepoint Network's operating system until December 31, 2013. The four units were installed at various locations throughout the downtown. There is one unit at the train station, one unit at the prop shop, one unit on Rockingham Avenue and one unit on Main Street near the Lake County Administrative building. The units are hardwired to provide electricity to a variety of electric vehicles. The electricity is provided by the City at no cost to the drivers accessing the units. To access the hardware, the units can be unlocked with a Chargepoint issued card, some credits cards or by calling Chargepoint at their 24/7 toll telephone number posted on the units. The average golf cart driver can access the hardware in the same manner though some drivers require an adapter.

Chargepoint network maintenance commercial plan provides drivers with remote monitoring which allows its website visitors to locate units throughout the country. It also maintains the toll free telephone number which provides further assistance to drivers. For its participating governments, it provides data tracking of the use of the units. The annual cost for this commercial plan is $230 per year per charging station of a total cost of $920 per year for all for stations.

In the three years the stations have operated, the stations have consumed 621 kilowatt hours of electricity for a cost of approximately $62.

The initial grant funding period will end December 31, 2013. Staff is seeking City Council's direction as to how it shall proceed as it relates to providing electricity to electric vehicle drivers in the downtown through the Chargepoint units.

OPTIONS:

1. That City Council moves to direct staff not to execute a commercial plan for network maintenance for the 4 units but to continue to pay the electricity to the units. Drivers will continue to have access to the units through the use of Chargepoint issued cards purchased directly from ChargePoint or certain other enabling credit cards.

2. The City Council moves to direct staff to execute a 1 year commercial plan with ChargePoint for network maintenance through the commercial plan for the 4 existing units at the rate of $230 per unit for a total cost to the City of $920 plus the annual cost of electricity to the unit.

STAFF RECOMMENDATION:

Due to the limited use of the charging stations, staff is recommending that Council moves to approve Option 1.

FISCAL IMPACT:

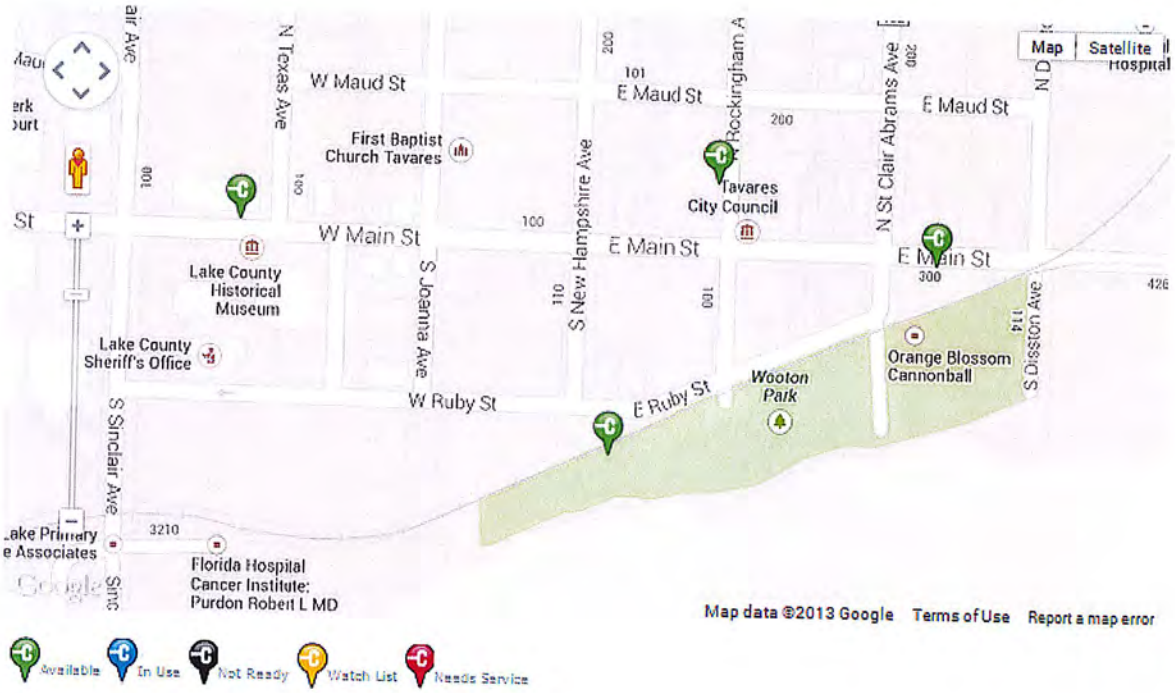
The fiscal impact of Option 1 is negligible ($20 per year)
The fiscal impact of Option 2 is $920. (not included in this year's budget)

LEGAL SUFFICIENCY:

Approved for legal sufficiency.

City of Tavares Chargepoint Stations Map and Hardware

Map



Hardware

Exterior

Interior

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TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 6

SUBJECT TITLE: Presentation of Proposed Public Safety Facility 1) Conceptual Architectural Building Elevations 2) Conceptual Floor Plans and 3) Conceptual Site Plan for Discussion and Adoption.

OBJECTIVE:

To present the conceptual architectural, floor and site plans for the proposed Public Safety Facility, providing an opportunity for Council members to discuss and adopt each one.

SUMMARY:

For several years, the Horizon Project Team for the Public Safety Facility has been working to develop this new "Gateway" feature for the City. This has included multiple meetings and field trips to other similar facilities in Volusia County and the City of Sanford. This facility, which is partially funded by a $500,000 federal FEMA Emergency Operations Grant accepted by Council in June 2012, will include a City of Tavares Emergency Operations Center (E.O.C.), a Police Station, and a replacement Fire Station #1 which is currently located at the old train station which Council has voted to lease to the Tavares Historical Society as soon as the Fire Station moves into the new Public Safety Complex.

Previously the Council awarded the design contract to the Architectural firm of Gator Sktch, Inc who will make a presentation to Council on its work thus far. This agenda item fulfills one of the deliverables required of the Architect by the City's contract with Gator Sktch and the Federal grant.

This agenda item has three different parts and three correlating actions requested of City Council:

1) Presentation of conceptual architectural building elevations
2) Presentation of conceptual floor plans
3) Presentation of conceptual site plan

Michael Latham, Principal Architect of Gator Sktch, Inc. will make a presentation to City Council, summarizing the three (3) conceptual plans afterwhich, each plan will be taken up separately for Council discussion and action. (**Mr. Latham shall make presentation at this time).**

ACTION ITEMS:

Part 1: Architectural Elevations

Mr. Latham has presented 3 separate architectural elevations to Council. The Elevation shows how the building will "look". The elevations are categorized by the overall "theme", and are titled as Traditional, Contemporary, and Modern.

City Council is being asked to discuss the three elevations, and vote for the one that they deem most appropriate for this gateway to the city.

Option 1: Move to accept the "Traditional" building elevation.

Option 2: Move to accept the "Contemporary" building elevation.

Option 3: Move to accept the "Modern" building elevation.

Option 4: City Council may choose to not accept any of the three proposed architectural renderings and request additional ones.

Staff Recommendation for Part 1:

Staff recommends that Council review the proposed elevations, and adopts one of the three (3) architectural renderings presented that best represents and showcases the City of Tavares in this gateway to the City.

Part 2: Approval of Floor Plans with Estimated Budget

Mr. Latham has presented the proposed floor plans for the 2-story, 37,753 square foot facility, as well as an estimated budget of $10.4 million. The project design team has spent many hours designing, value engineering and then re-designing the floor plans for the building. This floor plans presented brings Tavares Public Safety up to current facility needs and provide for future growth.

It should be noted that the presented budget is a preliminary estimate based on conceptual renderings with no detailed plans and specifications. Once the presented concept plans are approved by Council, the engineer will develop detailed plans and specifications which will be used to develop a probable estimated cost to construct. The detailed probable costs, engineered plans and financing package will come back to Council for approval at a future date. City Council is being asked to discuss and approve the conceptual floor plans and budget.

Option 1: Move to approve the proposed floor plans and estimated budget as presented.

Option 2: City Council may choose to not accept the proposed floor plans and estimated budget, and provide Staff and the architect with an alternative direction.

Staff Recommendation for Part 2: That Council discusses the floor plans and budget and then move to approve option 1.

Part 3: Conceptual Site Plan

Mr. Latham has presented a conceptual site plan for Council consideration. The site plan shows how the building will "sit" on the site, as well as how it will interface with the surrounding roads and the traffic flow changes associated with the one-way pair project.

Of note is the fact that there is one out-parcel of land (the Spark's property / auto repair) immediately adjacent to this Gateway Site. Staff will continue to communicate with the land owner about the potential for a transfer of ownership to the City, with the goal of creating a situation of a "willing buyer and a willing seller". If Staff is unable to achieve that goal, Staff will bring the matter back to Council for further discussion.

Option 1: Move to approve the proposed site plan, with the understanding that the goal of "willing buyer and willing seller" is achieved for the referenced out-parcel of land. In the event the willing buyer/seller goal is not achieved, staff will return to City Council for further discussion and direction. In the event the goal is achieved staff will bring back terms, conditions and financing back to Council for Councils approval prior to acquisition of the property.

Option 2: City Council may choose to not accept the proposed site plan with the additional understanding regarding the auto repair out-parcel, and provide Staff with an alternative direction.

Staff Recommendation for Part 3: That Council review and discusses the site plan and proposal to acquire the referenced out-parcel through a "willing buyer/seller" process as outlined in option #1.

FISCAL IMPACT:

All of the fees of Gator Sktch, Inc. up to this point have been paid from the $500,000 FEMA grant. Gator Sktch, Inc. has been paid $231,522 leaving a remaining available balance of $268,478.

LEGAL SUFFICIENCY:

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

TAVARES

America's Seaplane City®

Public Safety Complex

EOC

GatorSktch CORPORATION

Presentation Goals

- Review Time Line
- Show Concept site and floor plans
- Present three concept elevations
- Council to choose one of the three elevations
- Council to approve final concept plan and elevation.

GatorSktch CORPORATION

FEMA Grant for EOC Design

- City applies for Public Safety grant from FEMA
- The grant is offered to the City for the amount of $500,000
- City Council votes on June 2 2012 to accept grant
- FEMA funds the grant for initial Concept design

City Council accepted FEMA Grant in the amount of $500,000 dollars on June 2, 2012

GatorSktch CORPORATION

Inter local agreement with Cty. & School Bd.
on February 2, 2011

GatorSktch CORPORATION

Site demolition & clearing is completed

City Staff conducted a final walk thru on the vacant site on April 9, 2012

GatorSktch CORPORATION

Evaluation of the Site

Evaluation criteria: Property size & shape, Traffic flow, Egress and Ingress, Security, Utilities, Parking, and Storm water storage and treatment.

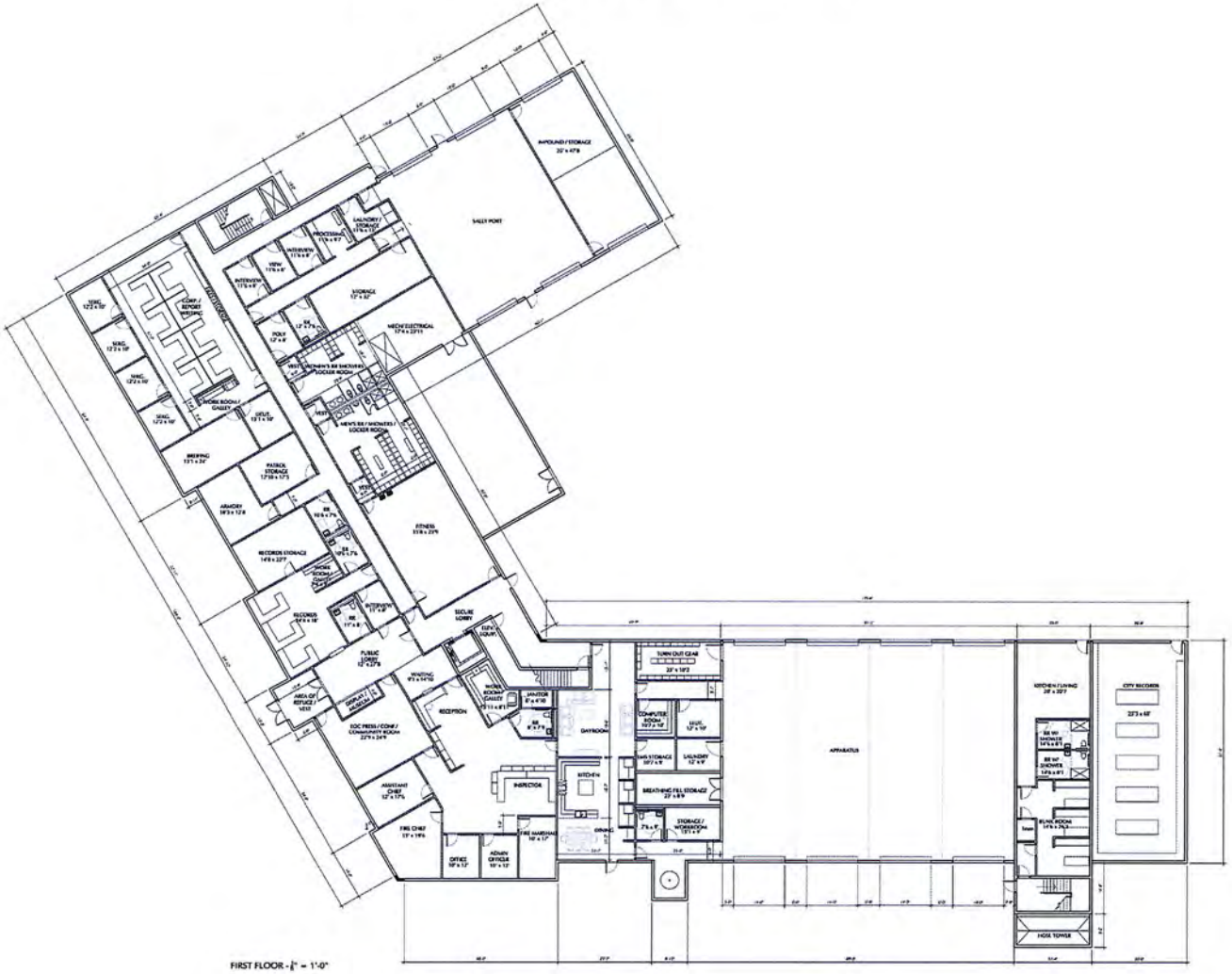
GatorSktch CORPORATION

Conceptual Site Plan

Design team created a number of conceptual site plans that were narrowed down to one based on traffic flow, parking, best building location and foot print.

GatorSktch CORPORATION

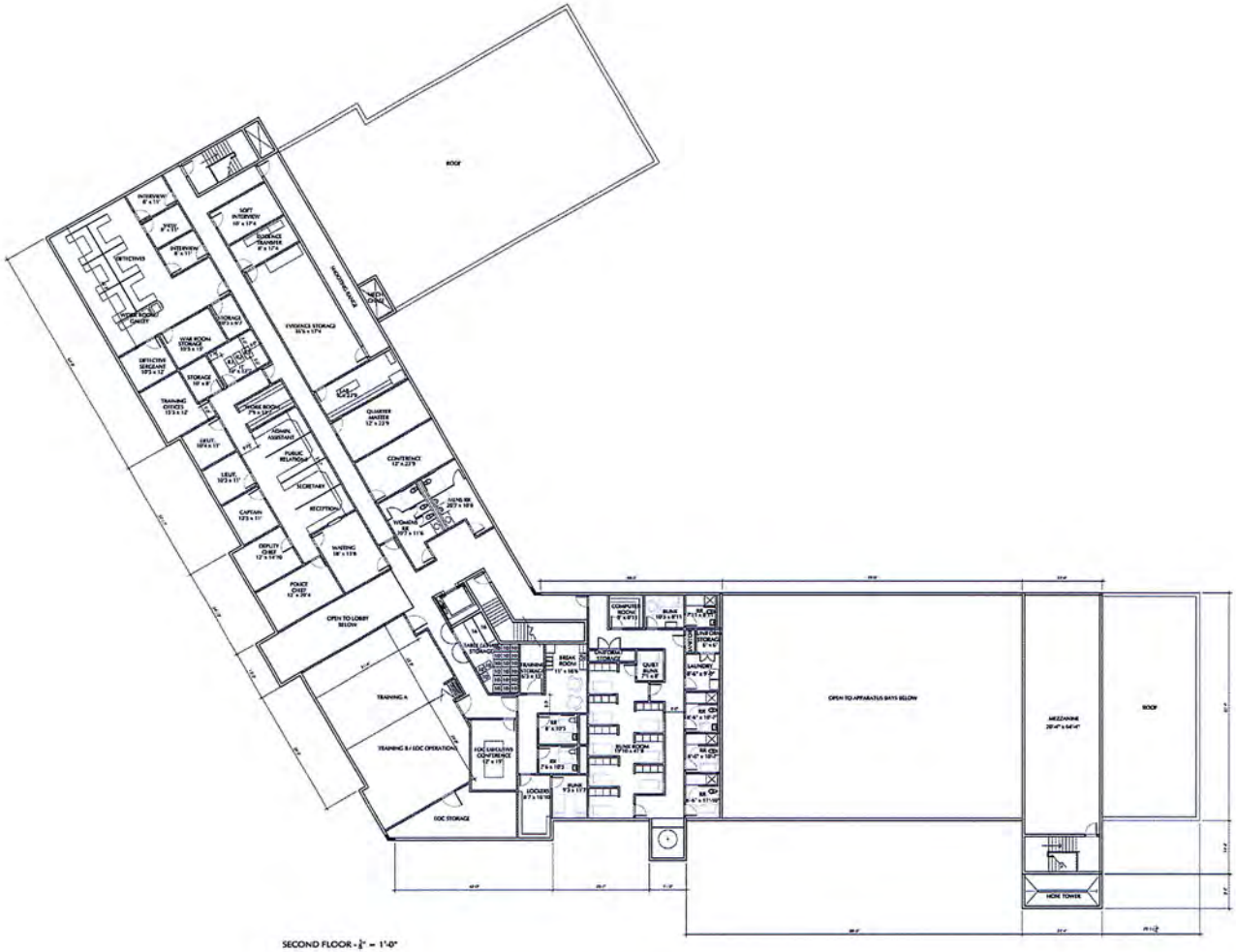
Original First Floor Concept Plan



1st FLOOR 26,000 S.F.

GatorSktch CORPORATION

ORIGINAL SECOND FLOOR CONCEPT



SECOND FLOOR - $\frac{1}{8}$" = 1'-0"

2ND FLOOR 15,388 S.F.
3RD FLOOR 806 S.F.

TOTAL 46,162 S.F.

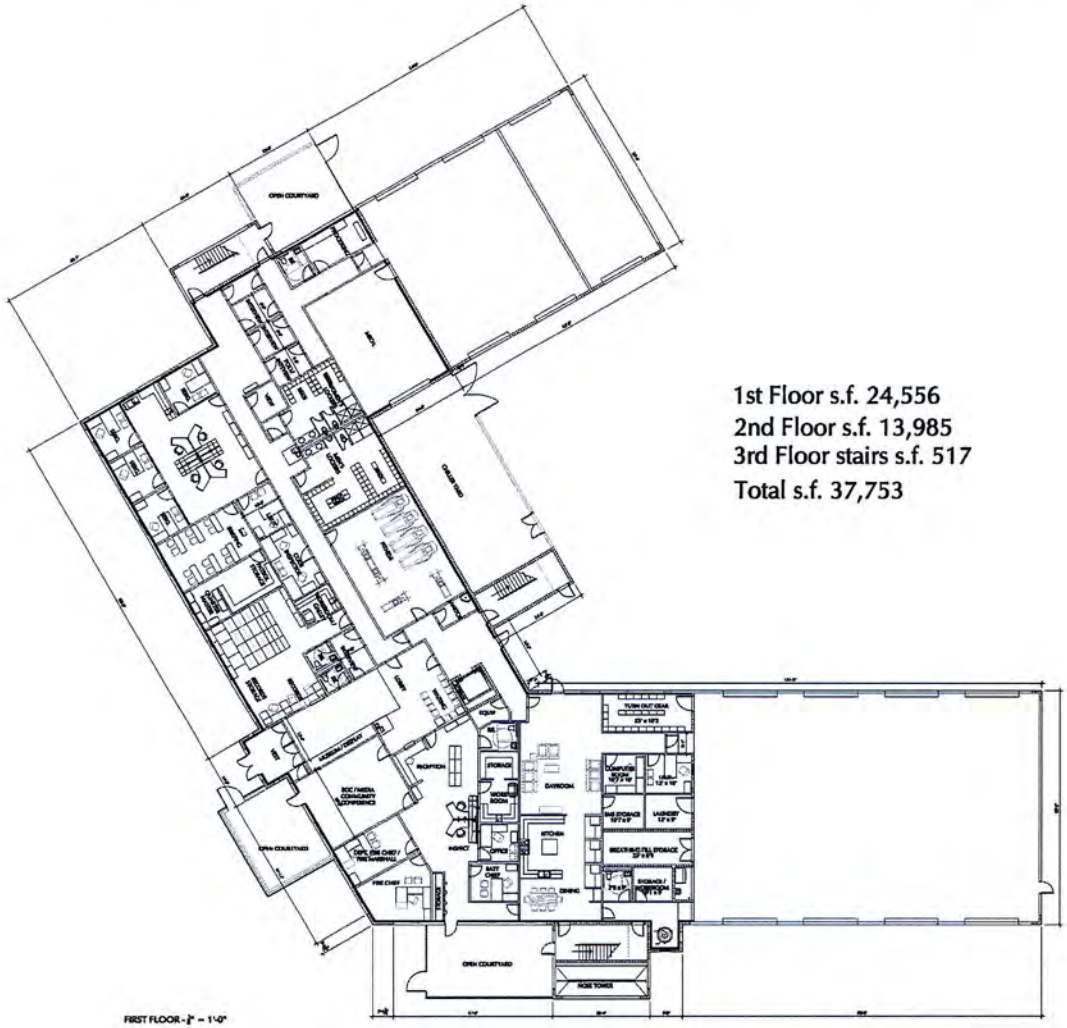
GatorSktch CORPORATION

ESTIMATED CONSTRUCTION BUDGET
FOR ORGINAL CONCEPT PLAN

- 12,800,000.00 dollars including design
- Design Team and Staff agreed that this dollar amount to much
- After 45 days, multiple additional concepts, and multiple meetings with staff
- Design team presented a final concept and budget

GatorSktch
CORPORATION

FINAL CONCEPT FIRST FLOOR PLAN

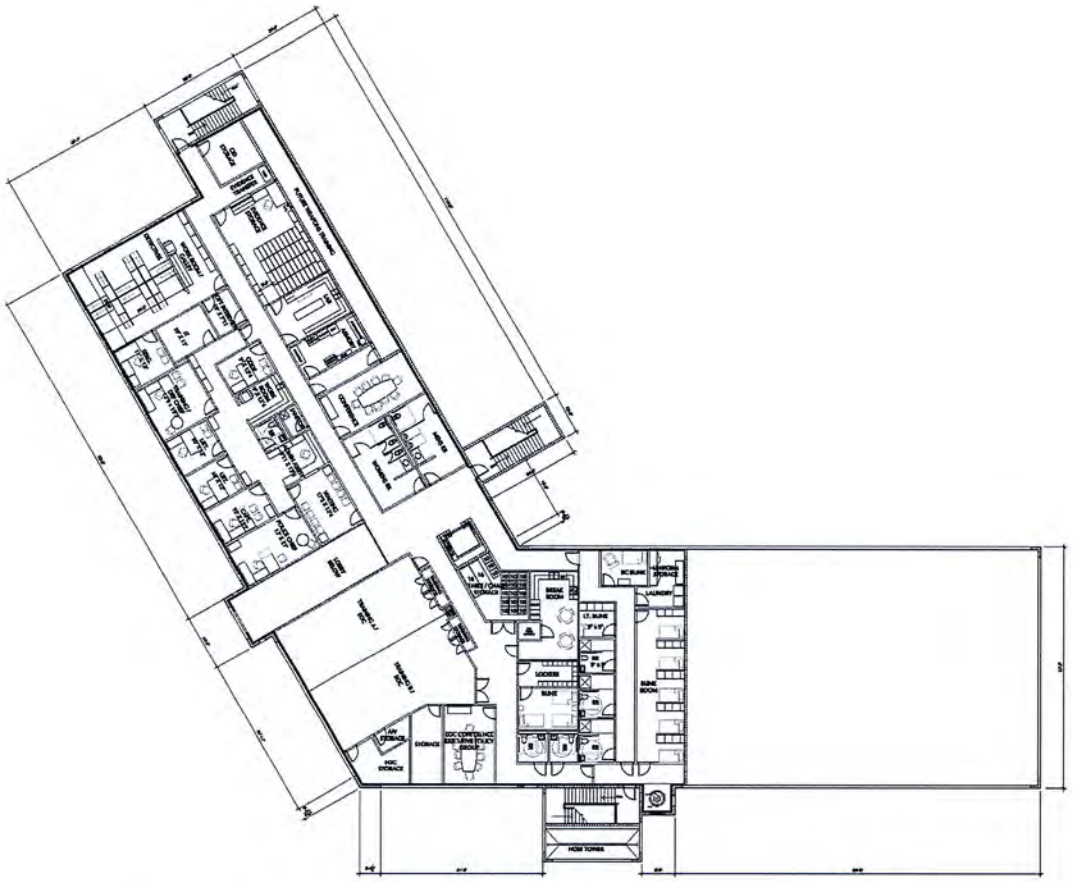


1st Floor s.f. 24,556
2nd Floor s.f. 13,985
3rd Floor stairs s.f. 517
Total s.f. 37,753

1st FLOOR 24,556 S.F.

GatorSktch CORPORATION

FINAL CONCEPT SECOND FLOOR PLAN

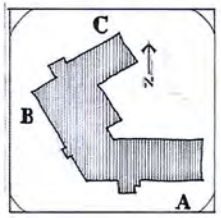


SECOND FLOOR - 1/8" = 1'-0"

2ND FLOOR 13,985 S.F.
3RD FLOOR 517 S.F.

TOTAL 37,753 S.F.

GatorSktch CORPORATION



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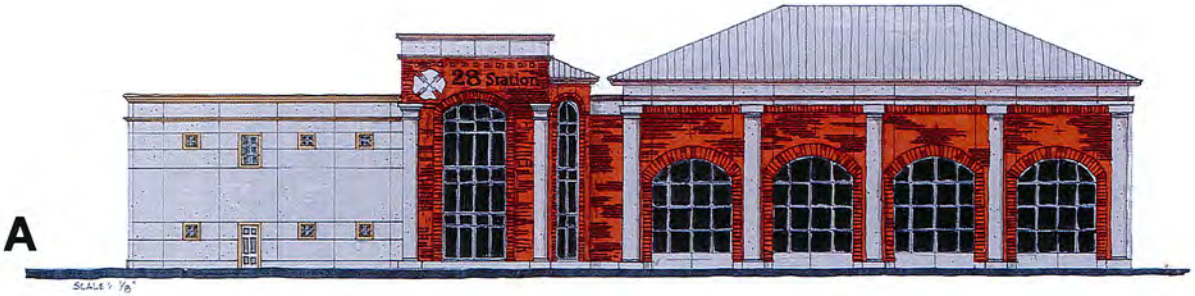

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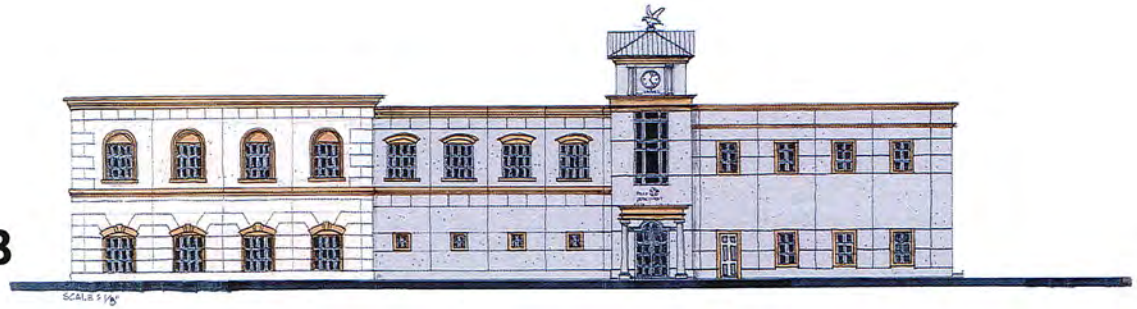

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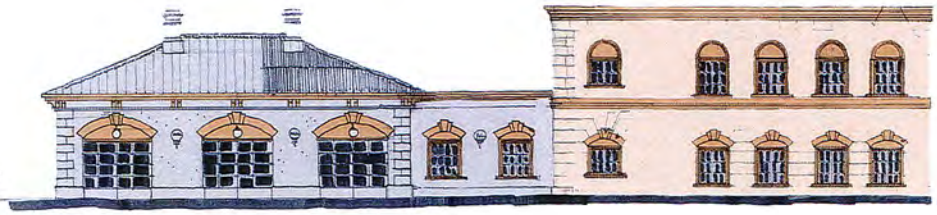
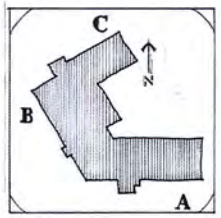


Option 1: Traditional

GatorSktch CORPORATION



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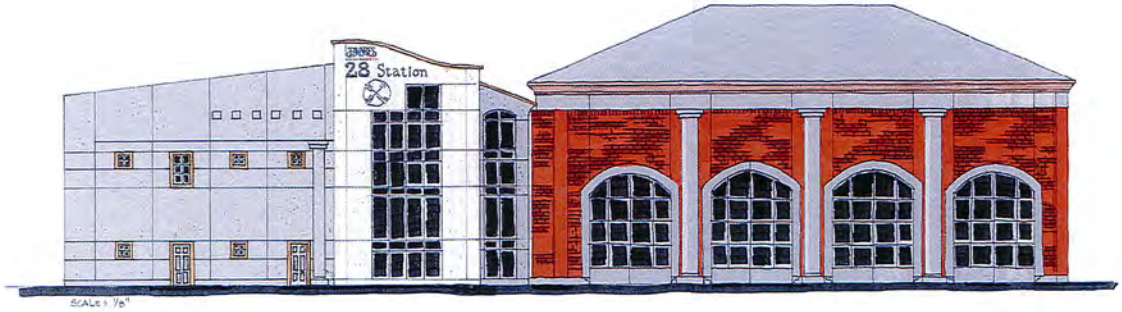

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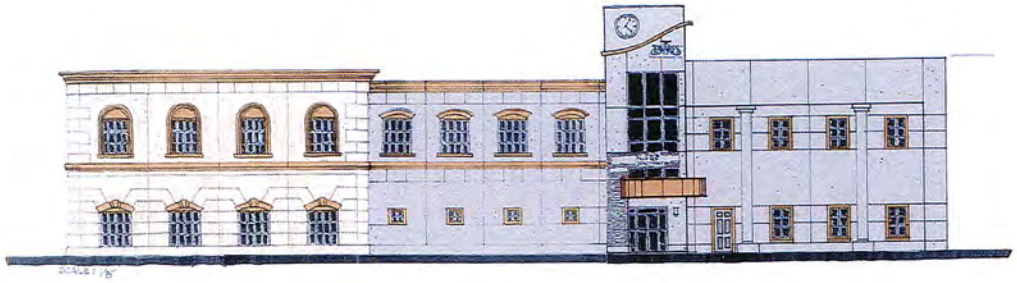

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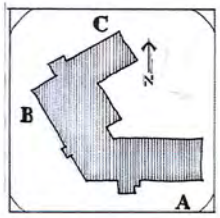
Option 2: Contemporary

GatorSktch CORPORATION



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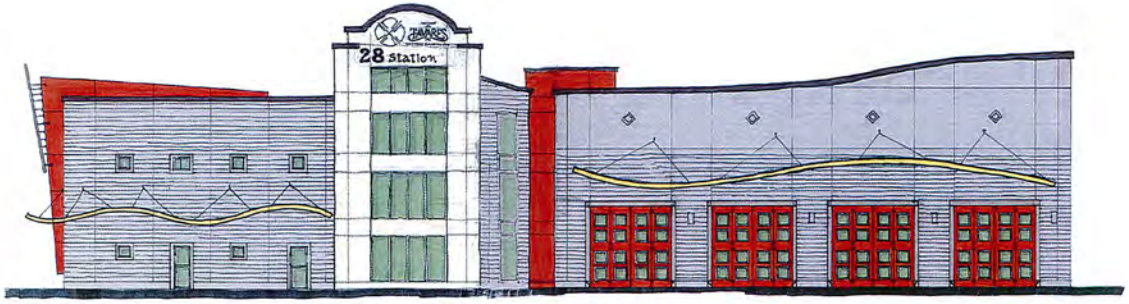

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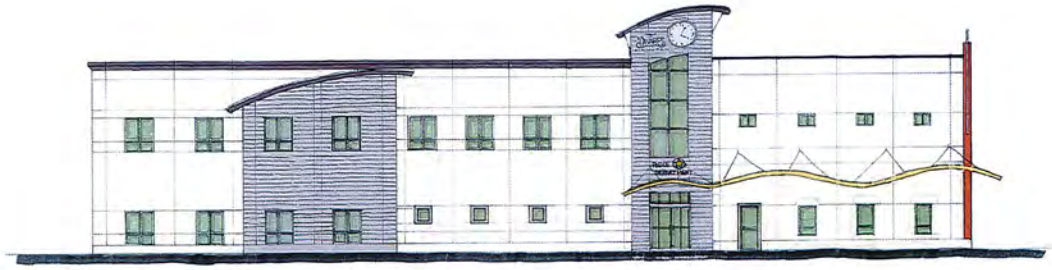

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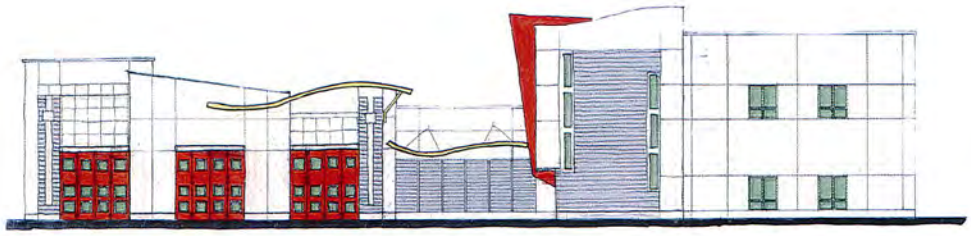

Option 3: Modern

GatorSktch CORPORATION

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 7
SUBJECT TITLE: Horizon Team and Board Representation - Update

OBJECTIVE:

To present information to Council on current board representation to Horizon Project Teams, Boards and Committees by Council members and other individuals.

SUMMARY: The City Administrator develops a team of staff members to sheppard forward some of the many multi-year faceted projects the city is working on and invites one Council member to attend staff meetings from time to time on these projects. He refers to them as "Horizon Projects". Below is a list of those projects and the team members:

HORIZON PROJECTS"

Existing Active Teams

1. Special Events Project Team (Mayor Wolfe, Bill Neron and Lauren Farrell)
2. Alfred Street-Carolina Street one way pair (Vice Mayor Pfister, Jacques Skutt)
3. Public Safety Complex & School Board Bus Barn Property (Mayor Wolfe, Richard Keith, Stoney Lubins, Nancy Barnett)
4. Public Works Complex (Councilmember Speaks, John Drury, Chris Thompson)
5. Rail upgrades (Council member Smith, John Drury, Bill Neron, Lori Houghton)
6. Tavares Sports Park Complex (Councilmember Hope, John Drury, Tamera Rogers)
7. Tavares Pavilion on the Water Project – (Vice Mayor Pfister, John Drury, Tamera Rogers)
8. Economic Development (Councilmember Smith, Bill Neron)
9. Sister City Program (Mayor Wolfe, Joyce Ross)
10. Golden Triangle Fire District (Mayor Wolfe, John Drury, Richard Keith)
11. Interlocal Service Boundary Agreement with County – (Councilmember Smith, Jacques Skutt)
12. Southlake Dora Land use designation (Councilmember Hope, Bill Neron, Jacques Skutt).

BOARD REPRESENTATION

Florida League of Cities Legislative Committees

Councilmember Hope – Urban Administration
Brad Hayes – Environment & Energy Council
Jacques Skutt – Transportation & Intergovernmental
Lori Houghton – Finance & Taxation

Lake Community Action Agency – 4th Wed. at 7 p.m.

Pete Harrison – Representative

Lake County Library Advisory Board – 3rd Thursday at 5 p.m.

Patricia Miller – Representative (through 2014)
Rosa Rosario - Library Director - Alternate

Lake County League of Cities – 2nd Friday at 11:30 a.m.

Mayor Wolfe – Representative
Councilmember Speaks - Alternate

Lake County League of Cities - Solid Waste Advisory Committee

Lori Houghton – Representative

Lake County School Board – Lake County Schools Local Preference Committee:

Lori Houghton - Member

Lake County Water Alliance Technical Committee

Brad Hayes – Representative
Burney Vaughn - Alternate

Metropolitan Planning Organization

Councilmember Hope – Governing Board Member
Councilmember Smith - Alternate

Metropolitan Planning Organization – Technical Advisory Committee

Jacques Skutt – Representative
Alisha Maraviglia - Alternate

Metropolitan Planning Organization – Bicycle/Pedestrian Committee

Jim Eldrodt - Effective through December 31, 2013
Vice Mayor Pfister - Alternate

Metropolitan Planning Organization – Citizens Advisory Committee

David Clutts – Effective through December 31, 2013

Myregion.org

Mayor Wolfe – Representative

Tavares Chamber of Commerce

Councilmember Speaks - Representative

School Concurrency Committee

Councilmember Hope – Council Representative
Jacques Skutt/Alisha Maraviglia – School Concurrency Technical Advisory Committee

OPTIONS

Council members have an opportunity to alter their representation on any teams or committees as they deem appropriate or leave them as is.

STAFF RECOMMENDATION

That Council discuss and indicate any changes to teams or Boards

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This has met legal sufficiency.

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 8
SUBJECT TITLE: Summary of Tavares City Projects and initiatives status report

OBJECTIVE:

To present a summary of some of the projects the city is working on.

SUMMARY:

At the end of every calendar year, the City Administrator has been providing listing of the status of some of the projects and initiatives that the city is working on for Councils benefit. Attached is the 2013-2014 update.

OPTIONS

1. Permit the City Administrator to go over the list.
2. Receive the list but do not go over it.

STAFF RECOMMENDATION

That Council permit the Administrator to go over the list.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This has met legal sufficiency.

2013-2014 Tavares City Projects and Initiatives
Status report

1. **Public Safety Facility**: (Council Liaison – Robert Wolfe/Staff manager- Richard Keith). Estimated cost is $10.4 million. A $500,000 Federal Grant has been secured to do preliminary design which will also include financial plan to secure the remaining funds to construct the facility. Council selected the design Team (Gator Sktch) to start phase one (preliminary design). The School Board "bus barn" has been purchased by the city as the site for the Public Safety Facility. The School Board has relocated. The Council selects the architectural design, floor plan, site plan and budget on December 4, 2013 afterwhich preliminary plans and a financial plan will be developed.
2. **Tavares Pavilion on the Lake**: (Council Liaison – Councilmember Lori Pfister/Staff manager - Tamera Rogers). Project is under construction. Council previously selected the BESH team to design the project and Emmet Sapp to construct the project under a construction manager at risk contract. We anticipate construction to be completed by May 2014 with a hard opening celebration on October 11, 2014.
3. **Expansion of Wooton Park:** (Council Liaison – Councilmember Lori Pfister/Staff Managers – Bill Neron and Joyce Ross). Voter referendum passed to purchase 3.61 acres of Park Land to extinguish a developers right to construct 98 covered boat slips and 25 condominiums along the water front. The park land would be include event and festival support land, a public recreational boat ramp, parking and bathroom, an extension of the Tavlee Trail, clean up the shoreline and the construction of a wild life observation area. Council selected Avcon to do the design. Shorline clean up was designed, permitted and 75% complete with the matt and grass planting remaining. Final plans for the expansion improvements should be completed by the beginning of 2014 with bids to be received after that date.
4. **Royal Harbor Water Pressure (**Staff Manager is Brad Hayes) – Malcolm Pirnie pressure tested those homes who are having pressure problems and then develop a recommendation for corrective action which the Council approved. Plans and Specifications are being developed and should be completed by the beginning of 2014 after which the project will be bid out for construction.
5. **Dora Canal Bridge Replacement** (Council Liaison – Councilmember Kirby Smith/Staff Manager - Bill Neron). Project funded by Pensley Railroad, Water Authority, FDOT and City. Project was completed.
6. **Tavares Outdoor Sports Park** (Council Liaison – Councilmember Norman Hope/staff manager - Tamera Rogers). Phase I complete.

Staff developing grant applications to light the fields, add parking and expand.

7. **Alleyways and alleyway signage** (staff manager - Chris Thompson). Naming of alleyways approved by City Council. Alleyways that have been brick paved have the new names on alleyway signs installed. Program for the continued paver blocking of dirt alleyways underway. Utilities Department will be doing a few alleyways that they have dug up. 7 ½ blocks of alleyways have been designed as part of the Alfred Street One Way Pairing Project. Unfortunately, funding was not available at this time. Funding will be addressed in a future year through the Capital Improvement Programming process

8. **Public Works Facility** (Council Liaison – Bob Speaks/staff member Chris Thompson. Council selected a site next to the Woodlea Waste Water Plant off Captain Haynes road. A dedication picnic was held at the location. No funds have been identified for this project yet. A conceptual design has been developed in anticipation of this project. Funding will be addressed in a future year through the Capital Improvement Programming process. The estimated cost of the project is $3 million.

9. **Sidewalk repair/replacement**: Staff Manager Chris Thompson: Replacement program continues throughout the city. A sidewalk inventory was completed last fiscal year. Funding for a sidewalk condition assessment was approved in this year's budget. Following this assessment, a prioritize list will be developed for future consideration when funding becomes available. Community Development Block Grant funding (CDBG) of $52,500/yr. has been obtained and used for sidewalk replacement/construction in fiscal years 2012 and 2013. Funding will be addressed in a future year through the Capital Improvement Programming process

10. **Sign replacement Project:** (staff manager) Chris Thompson. To meet the new retroreflective mandates for traffic signs, a interlocal contract was entered into with Lake County for the change out. To date, approximately 50% of the signs have been addressed in last year's budget. Funding was approved in this year's budget to complete this project.

11. **Street repair/replacement**: An inventory and assessment of all City streets was completed in November 2011. Funding was approved in this year's budget to develop a Pavement Management Program, based on this information. From this program a prioritized list will be developed for street repair, as funding becomes available. Funding will be addressed in a future year through the Capital Improvement Programming process

12. **Gateway and Kiosk signs**: (staff manager - Jacques Skutt). Both KIOSK sign are complete (One on Main Street and one on Ruby Street). The entire wayfinding program has been approved by FDOT.

Staff is developing plans for FDOT approval to place a mock seaplane in the Gateway "Chris Daniels" fountain park at 441 and 19.

13. **Alfred Street Project** (Council Liaison – Council member Lori Pfister/Staff manager - Jacques Skutt). The is now 100% design and contractor selected to start after the first of the year.
14. **Branding Americas Seaplane City**: Project manager is Joyce Ross: The branding manual is complete and includes many touch points from social media to placement of signage throughout the community. Brand management is a continuous program that also includes maintaining a positive image of the city not only through a visible brand (shirts/logos) but also with verbal and written messages, as well as how the message looks and is conveyed either through media interaction (press releases, interviews or articles) or direct material coming from the departments.
15. **Community Backyard Project** (Council Liaison – Co uncilmember Lori Pfister/staff manager - Tamera Rogers). Includes Dog Park, catch and release fishing pond, butterfly park, community vegetable garden, exercise trail/stations, grilling stations, park benches, restrooms and park furniture. Project is complete. Park is being fully utilized throughout the day and in particular late afternoon.
16. **Rail upgrades**: (Council Liaison – Councilmember Kirby Smith/Staff Manager Bill Neron) Originally Tavares assisted the railroad in securing $13,000,000 in grants to upgrade tracks from Eustis, through Tavares to Plymouth. Recently Tavares secured another $2.2 million grant which will reduce the match of the several local governments by approximately 50%. Tavares has provided the MPO with a template agreement between all of the participating communities and the Railroad which the MPO was successful in getting all the partners to sign. The project is now under construction.
17. **Economic Development**: (Council Liaison – Councilmember Kirby Smith/Staff member Bill Neron).The Tavares Economic Development Strategy continues to include support towards: Hospital, Medical Village, Rail Village, County Government Campus, Commerce Park, Seaplane Base and Marina, Special Events, Multi Modal Transportation system, Sports Park and growing our own businesses. This strategy was developed by the city four years ago and is making progress on all fronts. The team is engaged on all fronts including business recruitment for companies that offer high wage jobs (manufacturing, growing the medical park, project Osprey Lodge), growing the down town (project Ruby Street Hotel, retail and multiple back-to-back Special Events). In addition the team maintains its economic development programs including the Impact Fee Waiver Program which is sun setting over the next six (6) months, building permit fee deferral program and fast track permitting program.

18. **Banking RFP: Staff Manager** – Lori Houghton. Finance Department has gone out for a request for proposals and the Council selected BB&T for the next five (5) years.
19. **Meter Reading RFP:** Staff manager – Lori Houghton. New meters have been installed at every residence and the project is now complete.
20. **Golf Cart Crossing**: Staff Manager – John Drury. Two locations on State Road 19 and 441 have been applied for with FDOT (Dead River Road and St. Clair Abrams Road). FDOT developed statewide standards for Golf Cart crossings at state roads. The standards call for an engineering report from the applicant (City). The city submitted its reports. FDOT approved the crossing at Dead River Road and put the approval process on 441 crossing on hold for one year.
21. **Down Town Water/Sewer Upgrades**. Staff Manager – Brad Hayes. $17 million in grant and loans secured project has been designed, bid out and is now under construction. Project should be completed after new year.
22. **Down Town CRA Storm Water upgrades**. Staff Manager – Brad Hayes. $10 million in low interest SRF loans have been applied for. Agreement between County and City finalized to utilize the wet land area behind jail as Down Town's storm water collection/treatment pond has been completed. City received a $750,000 grant from DEP to improve the storm water pond behind the jail. Project is under design.
23. **Ingraham Park Renovations**: Basketball court renovation is complete, installed surveillance cameras, bleachers, toys, signage and new landscaping. A restroom facility will be completed in 2014.
24. **Reclaim Facility and Water Utility bld**. (Staff Manager Brad Hayes). Phase one and two are completed and include reclamation holding tank, distribution lines along 19 south to Royal Harbor and Dead river road to Bay Tree Development. Administration training building completed. Water Department is currently moving from their mainstreet and Disston location to the new Administration/training building.
25. **Traffic Circle at West Main Street**.: Staff Manager – Jacques Skutt. Project complete.
26. **Sister City Program:** (Council Liaison- Mayor Robert Wolfe/Staff Manager Joyce Ross). Sister Cities Tavares and Taiwan's Xindian have both passed resolutions codifying the sister city relationship. The city identified three areas to develop 1) Cultural Program, 2) Youth Program 3) Business Development Program. The Cultural program is being handled through the Tavares Rotary Dragon boating event. The Youth program is being handled through Central Florida District 6980 Rotary by sending central Florida highschool students to That Country and visa versa. The business program is on hold until Xindian is fully integrated and has become part of New Taipei City. In the meantime a

letter was sent from Tavares to New Taipei to identify an appropriate Rotary and Chamber in New Taipei to marry with Tavares Chamber and Rotary club.

27. **Special Events Team:** (Council Liaison - Robert Wolfe/Staff Manager Bill Neron). Those Special Events identified on the attached summary sheet are programmed:
28. **Community Events:** Staff Manager Tamera Rogers

- City Christmas Light
- 4th of July Celebration
- African American Heritage Parade and Festival
- Art in the square/Art around town

29. **Advance Life Support:** Staff manager: Richard Keith. The City of Tavares is the only City in Lake County with a paid Fire Department that did not provide Advance Life Support until October of this year. The City Council instructed staff to implement ALS which has commenced.
30. **Golden Triangle Fire District:** Staff Manager is Richard Keith and John Drury: Eustis has pulled out. Articles of incorporation and by-laws have been drafted by the city attorney with Mt. dora to review in the coming weeks.
31. **Communications Center Transfer To Sheriff: (**Staff manager Stoney Lubins**)** Project is complete. City working to finalize connection of cameras throughout city to communications center.
32. **Police Take Home Car Program:** This program is under staff development to be presented to City Council.
33. **Golden Triangle Annual Summit Meeting:** Six (6) years ago Tavares initiated a Golden Triangle summit meeting for the city Councils of Eustis, Mt. Dora and Tavares. The 2013 meeting was recently held. The next meeting will be in 2014 to be hosted by Eustis.
34. **Bay Tree reclaimed water.** Staff manager is Brad Hayes –Project is now moving forward and it is hoped that Bay Tree will connect to storm water within the next year.
35. **Sunset view:** (Staff manager is Brad Hayes) City attorney is developing agreements for all property owners to execute that call for them to pay their fair share of hooking up to water and sewer. A signing date of Thursday December 12th at 10 am has been set up for all agreements to be executed by all of the residents. Once that is complete, project will be designed and constructed.
36. **Freedom Flag Project:** (staff manager - Chris Thompson). The Freedom Flag Project was approved by City Council on October 3, 2012. The community funded project is located at the new traffic roundabout. Over $36,000 was raised through private donations. Approximately $17,000 was used to purchase and install a 60' flagpole, flagpole lighting, enhanced landscaping and a donor

monument The remaining donations were put into a Restricted Fund to be used for future maintenance. The flagpole was erected in February, 2013 and the donor monument was set on November 21, 2013

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 9

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 – December 18, 2013, 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – January 28, 2014 – 5:30 p.m.
- Holiday Party, December 13, 2013 – 11:30 pm to 1:30 pm
- Lake County League of Cities – December 13, 2013 – 11:30 a.m.
- Lake Sumter MPO – December 11, 2013 MPO Board Room – 4:00 p.m. MPO Board Room - 1616 South 14th Street, Leesburg, FL
- Library Board – December 13, 2013 – 2:00 p.m. Library Conference Room
- Planning & Zoning Board – December 19, 2013 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

December 7 – Christmas Parade & Celebration

January 18 & 19, 2014 – Winter Thunder Regatta, Wooton Park 9:00 am to 5 pm

January 24 & 25, 2014 – Crappie Masters Florida Championship – Wooton park 6 am to 4:00 pm

February 1, 2014 – African American Heritage Festival – 10:00 am to 4 pm, Wooton Park

March 22 & 23, 2014 – Spring Thunder Vintage Raceboat Regatta – Wooton Park

March 28-30, 2014 – Sunnyland Antique Boat Festival – Wooton Park

April 4 & 5, 2014 – Central Florida Dragon Boat Festival – Wooton Park

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TAVARES

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 4, 2013

AGENDA TAB NO. 10

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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