

**AGENDA
TAVARES CITY COUNCIL**

**SEPTEMBER 17 2014
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Chaplain Carlos Colon, Tavares 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

Tab 1) City Council Regular Meeting & Public Hearing – September 3, 2014

V. PROCLAMATIONS/PRESENTATIONS

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 2) State Revolving Fund Reclaim Water Loan – Phases 2&3 Lori Houghton
Phase 2 and 3

IX. PUBLIC HEARING – FISCAL YEAR 2014-2015 MILLAGE & BUDGET – 5:05 P.M.

Tab 3) Resolution #2014-23 – Final Millage Rate – FY 2014-15 Lori Houghton

Tab 4) Resolution #2014-24 – Final Budget – FY 2014-2015 Lori Houghton

X. ORDINANCES/RESOLUTIONS

SECOND READING

Tab 5) Ordinance #2014-13 – Annexation & Rezoning of 11529
US 441 – ARG Investment – Dead River Marina

Jacques Skutt

RESOLUTIONS

Tab 6) Resolution #2014-27 - Joint Participation Agreement
with FDOT - SR 19 Sidewalk from Slim Haywood Rd to Lane Park Cutoff

Chris Thompson

XI. GENERAL GOVERNMENT

Tab 7) Proposed Parking Lot Lease for Pavilion on the Lake

Bill Neron

Tab 8) Consideration of the City Exercising its Option to Purchase
The Clerk's Record Center Building Property for Redevelopment
As the Tavares Square

John Drury

Tab 9) Police Benevolent Association Contract 2014-2015

Stoney Lubins

XII. OLD BUSINESS

XIII. NEW BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 10) City Administrator

John Drury

Tab 11) 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.

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
SEPTEMBER 3, 2014
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT

ABSENT

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

STAFF PRESENT

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

I. CALL TO ORDER

Mayor Wolfe called the meeting to order at 4:06 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Brooks Braswell, Umatilla Baptist Church, gave the invocation and those present recited the pledge of allegiance.

Pastor Braswell noted he would be performing the second wedding ceremony at the Pavilion on the Lake this coming Saturday.

III. APPROVAL OF AGENDA

Mr. Drury requested to table Tab 11 – PBA Union Contract, to the next Council Meeting.

MOTION

1 **Norman Hope moved to approve the agenda [as amended], seconded by Robert Speaks.**
2 **The motion carried unanimously 5-0.**

3
4 **IV. APPROVAL OF MINUTES**

5
6 **Tab 1) Approval of City Council Meeting Minutes –August 20, 2014**

7
8 **MOTION**

9
10 **Robert Speaks moved for approval of the minutes of August 20, 2014 as submitted,**
11 **seconded by Kirby Smith**

12
13 **The motion carried unanimously 5-0.**

14
15 **V. PROCLAMATIONS/PRESENTATIONS**

16
17 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE CONTACTS**

18
19 Attorney Williams advised that Tabs 6 (Large Scale Future Land Use Amendment – Transmittal
20 Hearing – Dead River Marina) and 8 (Special Use Permit for Veterinary Clinic) were quasi-
21 judicial. He asked those who wished to speak to stand and be sworn in. He asked Council if they
22 wished to declare any ex parte communications.

23
24 Councilmember Smith and Mayor Wolfe stated that they had each spoken with Rick Joyce, the
25 owner of the property at 220 N. Rockingham (proposed veterinary clinic).

26
27 **VII. READING OF ALL ORDINANCES/RESOLUTIONS**

28
29 Ms. Barnett read the following ordinances/resolutions by title only:

30
31
32 **ORDINANCE 2014-13**

33
34 **AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES**
35 **OF THE CITY BY ANNEXING APPROXIMATELY 11.4 ACRES LOCATED ON**
36 **THE NORTH SIDE OF US 441 ADJACENT AND WEST OF 7TH SUNFISH**
37 **STREET AND INCLUDING 7TH SUNFISH STREET WHICH IS A PRIVATE**
38 **EASEMENT; REZONING SAID PROPERTY FROM LAKE COUNTY**
39 **COMMUNITY COMMERCIAL (C-2) TO CITY OF TAVARES HIGHWAY**
40 **COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND**
41 **OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL;**
42 **PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

43
44
45 **ORDINANCE 2014-14**
46

1 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE
2 TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020,
3 PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON
4 APPROXIMATELY 11.4 ACRES OF LAND GENERALLY LOCATED ON THE
5 NORTH SIDE OF US 441 ADJACENT AND WEST OF 7TH SUNFISH STREET
6 AND INCLUDING 7TH SUNFISH STREET WHICH IS A PRIVATE EASEMENT;
7 FROM COUNTY COMMERCIAL CORRIDOR TO CITY COMMERCIAL;
8 PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR
9 TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

10
11 RESOLUTION 2014 - 25

12
13 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COMMUNITY
14 AESTHETIC FEATURE AGREEMENT (CAF #2014-592-1) BETWEEN THE
15 CITY OF TAVARES, AND THE FLORIDA DEPARTMENT OF
16 TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF A
17 STANDALONE LOCAL ID MARKER BY THE CITY; SETTING FORTH AN
18 EFFECTIVE DATE

19
20 RESOLUTION 2014-20

21
22 A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, APPROVING A
23 SPECIAL USE PERMIT TO ALLOW A VETERINARY CLINIC IN THE MIXED
24 USE ZONING DISTRICT FOR PROPERTY ADDRESSED AS 220 NORTH
25 ROCKINGHAM AVENUE; SUBJECT TO THE RULES, REGULATIONS AND
26 OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL;
27 PROVIDING AN EFFECTIVE DATE.

28
29 **VIII. CONSENT AGENDA**

30 Mayor Wolfe asked for comment from the audience.

31 **MOTION**

32 **Robert Speaks moved for approval of the Consent Agenda - Authorization to Negotiate a**
33 **Loan with BB&T to Finance the Construction of Utility Lines at Sunset View Subdivision,**
34 **seconded by Norman Hope. The motion carried unanimously 5-0.**

35 **CITY ATTORNEY DISCUSSION ON BUDGET HEARINGS**

36 Attorney Williams noted he would have to leave the meeting before 5:00 p.m. and that he wanted
37 to clarify the procedure on the adoption of the tentative millage and budget. He noted the
38 resolutions will need to be read in their entirety and after the public has an opportunity to speak,
39 the millage resolution must be approved before the budget resolution. He said if there are items in
40 the budget that are still outstanding that might affect the millage rate, those items should be
41 discussed before the vote is taken on the millage resolution. Mr. Drury added that all of the
42 outstanding budget items have been noted in the agenda summary.

1 **XI. ORDINANCES/RESOLUTIONS**

2 **Tab 5) Ordinance #2014-13 – Annexation & Rezoning of 11529 US 441 – ARG Investment –**
3 **Dead River Marina – Read for First Reading Only**

4 **TRANSMITTAL HEARING**

5 **Tab 6) Ordinance #2014-14 – Large Scale Future Land Use Amendment – Transmittal**
6 **Hearing – Dead River Marina**

7 Mr. Fitzgerald presented the following report:

8
9 *The subject property (Parcel Alternate Key Numbers 1811996 & 1586542) is 11.4 acres in size,*
10 *located at the north side of U.S. 441 west of and including 7th Sunfish Street. The property abuts*
11 *a Dollar General Store. The property is currently being used for boat, trailer and RV sales and*
12 *storage and as a marina. The owner's long range plan is to redevelop this property in conformity*
13 *with the city's Highway Commercial zoning regulations. An application to annex and rezone this*
14 *property to a Highway Commercial designation is concurrently under consideration. This*
15 *ordinance would amend the current Future Land Use Designation from Lake County Urban*
16 *Medium Density to City Commercial.*

17
18 *The city is required to place a future land use designation on annexed property. The subject*
19 *property is currently designated County Urban Medium Density. A City Commercial designation is*
20 *most compatible with surrounding property.*

21
22 *Compatibility*

23 *Properties adjacent and across the road from this property, both in the County and the City are*
24 *commercial in nature.*

25
26 *Site Conditions*

27 *The property is currently being used for boat, trailer and RV sales and storage and as a marina.*
28 *Approximately 5 acres of the property is designated as wetlands. Prior to any redevelopment, an*
29 *approved site plan will be required. All applicable environmental assessments and permitting*
30 *must be in place before the site plan is approved.*

31
32 *Impact on City Services*

33 *The subject property is located in the City's Utility Service Area. The City of Tavares has*
34 *municipal water and sewer services available.*

35
36 Mr. Fitzgerald stated the Planning & Zoning Board had voted to recommend approval and staff
37 recommends approval.

38 **MOTION**

39 **Kirby Smith moved to approve the transmittal of Ordinance #2014-14, seconded by**
40 **Norman Hope. The motion carried unanimously 5-0.**

1 **Tab 7) Resolution #2014-25 – Agreement with FDOT for Seaplane Marker at US 441**
2 **Entrance Pond**

3 Ms. Ross noted the resolution will authorize the city Administrator to sign an agreement with the
4 Florida Department of Transportation for the installation of a seaplane marker at Welcome Lake
5 (Chris Daniels Memorial Fountain). Ms. Ross said she has been working with Griffey Engineering
6 to obtain the permit from FDOT to brand the entrance to Tavares with this marker. The
7 agreement addresses future maintenance. The signing of the agreement does not obligate the
8 Council to move ahead with the project and funding can be addressed in either the upcoming
9 budget or the next fiscal year. The permit is expected to be valid for two years with a renewal
10 option.

11 **MOTION**

12 **Robert Speaks moved to approve Resolution #2014-25, seconded by Lori Pfister. The**
13 **motion carried unanimously 5-0.**

14 **Tab 8) Resolution #2014-20 – Special Use Permit for Veterinary Clinic – 220 N. Rockingham**

15 Mr. Fitzgerald presented the following report:

16
17 *An application for a Special Use Permit has been received from Misfit Animal Rescue to operate*
18 *a veterinary clinic at 220 North Rockingham Avenue. This property is located on the east side of*
19 *Rockingham Avenue between East Maud and Alfred Streets. The property is within the Mixed*
20 *Use Zoning District and a veterinary clinic is allowed only with the issuance of a Special Use*
21 *Permit from City Council.*

22
23 *This proposed use is compatible with surrounding properties that are generally commercial in*
24 *nature. A recent amendment to the City's Land Development Regulations recognized that this*
25 *use would be appropriate in a Mixed Use District subject to approval as a Special Use. In the*
26 *City's LDRs, the animal hospital and veterinary clinic use category does allow animal boarding in*
27 *completely enclosed buildings. A neighbor of the subject property addressed the Planning &*
28 *Zoning Board and indicated that the boarding of animals may have a detrimental impact to the*
29 *neighborhood. As a result of this input, the Planning & Zoning Board recommended approval of*
30 *the Special Use Permit subject to the condition that boarding of animals be allowed only as*
31 *necessary and in conjunction with the veterinary treatment of animals. Staff has added this*
32 *condition to the Special Use Resolution.*

33
34 Councilmember Hope asked if the use was limited to small animals (i.e. not horses and cows).
35 Mr. Fitzgerald said that language is not included; he said the assumption was that it would be for
36 household domestic pets but this language could be included.

37 Councilmember Smith said he was concerned about parking. Mr. Fitzgerald said there are about
38 six or seven spaces in the back. Councilmember Smith asked about cleanup when pets are being
39 walked. He asked to hear from the business owner.

40 **Kent Weber, 17500 Tuscanooga Road, Groveland**

1 Mr. Weber said it will be a spay and neuter and inoculation clinic with no overnight boarding
2 except for the rare medical necessity case. He said it is not scheduled to be a full service clinic at
3 this time. He said the business is a non-profit rescue organization. He confirmed there will be
4 bags and dispensers put outside the building for pet waste. He noted there are 6 or 7 parking
5 spaces on the property and they are planning for staff to park elsewhere on public parking.
6 Councilmember Smith asked about the noise factor. Mr. Weber said it is a concrete block building
7 fully insulated and the noise should be contained. Vice Mayor Pfister asked if staff will be staying
8 if a pet had to stay overnight. Mr. Weber said typically the veterinary staff does not stay overnight
9 and a pet that is staying for a medical reason is usually sedated.

10 Vice Mayor Pfister spoke in support but noted she still had to look after the needs of the
11 residents. Councilmember Smith agreed said the concern of Council is that the use is being
12 granted in a residential neighborhood and would be available to a future property owner.

13 Councilmember Hope said the resolution states "Veterinary Clinic" which allows spaying and
14 neutering as well as other veterinary activities. He asked if this was a request for both or just
15 spaying and neutering. Mr. Weber said he was asking for both as spaying and neutering are
16 considered surgery. He said they would also like the option to assist in a medical emergency if
17 the vet is available.

18 Attorney Williams suggested limiting the hours of service. The hours of 6 a.m. to 10:00 p.m. were
19 suggested and discussion followed.

20 Mr. Drury reiterated the conditions under consideration are: limited to domesticated animals; no
21 livestock or exotic animals; pet waste dispensers on the exterior of the property to pick up pet
22 waste; no overnight boarding unless related to a medical condition; and hours open to the general
23 public will be 6:00 a.m. to 10:00 p.m.

24 **MOTION**

25 **Kirby Smith moved to approve the resolution contingent with the stated amendments:**
26 **limited to domesticated animals; no livestock or exotic animals; pet waste dispensers on**
27 **the exterior of the property to pick up pet waste; no overnight boarding unless related to a**
28 **medical condition; and hours open to the general public will be 6:00 a.m. to 10:00 p.m. The**
29 **motion was seconded by Lori Pfister. The motion carried unanimously 5-0.**

30 **Tab 9) Request to Address Council on 12 and Under Softball Program**

31 Mayor Wolfe gave the background to this agenda item. He discussed the softball team's
32 competition for state and district levels, the \$250 that had been budgeted by the city and the \$250
33 authorized by Council on June 18th to attend the district tournament. He noted that the City had
34 subsequently offered another \$250 to the softball team when they qualified for the next level
35 however the coach advised that she did not want the additional \$250.00.

36 Vice Mayor Pfister said the agenda summary reflected a 4-1 vote at the June 18th meeting and
37 since she was not present at that meeting, the vote should reflect 3-1.

38 **Coach Robin Ross**

1 Robin Ross said she had been unable to attend the June 18th meeting. She said those who
2 attended relayed their disappointment to her. She said she believed that the girls' softball
3 program has not been supported by the city in the same way that the baseball program has been
4 supported. She said she turned down the additional \$250.00 because of statements made about
5 taxpayer's money. She said other cities participating in the softball tournaments provide better
6 uniforms, back packs, matching helmets and matching cleats. She discussed her personal
7 financial contribution to the program.

8 Council Discussion

9 Councilmember Hope asked if the city has treated the girls' softball team differently than the male
10 baseball team. He said if the City has done so, that would be wrong. He spoke in support of
11 sports programs for the youth. He suggested that the staff should meet with the softball and
12 baseball program participants to come up with a proposal to City Council as to how to run the
13 programs to ensure equality of access to the tournaments.

14 Mr. Drury stated that staff could develop a formalized plan for Council approval on the policy for
15 distribution of public funds for support of the teams.

16 Mayor Wolfe acknowledged that the funding has been different for the tournaments because of
17 the status of the city's budget in recent years.

18 **(At 5:05 p.m. the regular meeting was adjourned and the Public Hearing for the Tentative**
19 **Millage and Tentative Budget convened.)**

20 **IX. PUBLIC HEARING - FISCAL YEAR 2014-2015 MILLAGE & BUDGET – 5:05 P.M.**

21 **Reading of Millage and Budget Resolutions:**

22 Ms. Barnett read the tentative millage and tentative budget resolutions into the record as follows:

23
24
25
26
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29
30
31

RESOLUTION 2014 - 23

**A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF
6.6496 FOR THE CITY OF TAVARES, FLORIDA, FOR AD
VALOREM TAXES FOR FISCAL YEAR 2014-2015; SETTING
FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS
GREATER THAN THE "ROLLED-BACK" RATE.**

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

33
34 **WHEREAS**, the City of Tavares of Lake County, Florida on September 3, 2014, adopted
35 the 2014-2015 Fiscal Year Tentative Millage Rate following a public hearing as required by
36 Florida Statute 200.065.

37
38 **WHEREAS**, the City of Tavares of Lake County, Florida, following due public notice as
39 required by law, held a second public hearing on September 17, 2014, as required by Florida

1 Statute 200.065 on the 2014-2015 Millage Rate; and

2
3 **WHEREAS**, the gross taxable value for operating purposes not exempt from taxation
4 within Lake County has been certified by the County Property Appraiser to the City of Tavares as
5 \$635,750,902.

6
7 **NOW THEREFORE, BE IT RESOLVED** by the City of Tavares of Lake County, Florida,
8 that:

- 9
10 1. The City of Tavares Fiscal Year 2014-2015 operating millage rate to be levied is
11 hereby set at 6.6496 mills, which millage rate is greater than the rolled back rate of
12 6.3742 by 4.32%.
13
14 2. The voted debt service millage rate is set at .4286 mills for Fiscal Year 2014-
15 2015.
16
17 3. This Resolution will take effect immediately upon its adoption.

18
19 **PASSED AND RESOLVED** this 17th day of September 2014 by the City Council of the
20 City of Tavares, Florida. Time Adopted:_____.

21
22
23 **RESOLUTION 2014 - 24**

24
25 **A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE**
26 **CITY OF TAVARES, FLORIDA, FOR THE FISCAL YEAR 2014 -**
27 **2015.**

28
29 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA:**

30
31 **WHEREAS**, a public hearing on the proposed 2014-2015 budget was held at the
32 Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on
33 September 3rd, 2014 at 5:05 p.m., as required by Florida Statutes 200.065; and

34
35 **WHEREAS**, the general public was given an opportunity to express its views
36 pertaining to the proposed budget, and

37
38 **WHEREAS**, the City Council approved the tentative budget for 2014-2015, and

39
40 **WHEREAS**, a second public hearing on the proposed 2014-2015 budget was held
41 in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares,
42 Florida, on September 17, 2014, at 5:05 p.m.,

43
44 **NOW, THEREFORE, BE IT RESOLVED** that the Budget for 2014-2015 fiscal year
45 for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of
46 \$35,256,962, at public hearing this 17th day of September, 2014.
47

1 **Tab 3) Resolution #2014-23 – Tentative Millage Rate – FY 2014-15**

2 Ms. Houghton reviewed the items that support the tentative millage. The balanced budget for the
3 General Fund includes a millage rate of 6.6496 mills which incorporates the changes that Council
4 has discussed throughout the budget workshop process and is balanced with a total General
5 Fund budget of \$13,817,601. She stated that this rate is the rollback rate of 6.3742 mills. The
6 millage rate is .1965 mills over the current millage rate for the current fiscal year which 6.4531.
7 The assessed taxable property value was \$635,750,902 which is an increase of 5.50% from the
8 prior year. The budget includes some of the following:

- 9 • 3% Pay Increase for employees
- 10 • PBA & IAFF Union Negotiation Changes.
- 11 • FRS employer contributions are budgeted at blended rates as rate increases are effective
12 July 1, 2014 (7.513% Regular Class & 21.631% Senior Management Class).
- 13 • Staffing level decreases – Police Captain Position
- 14 • New Positions:
 - 15 1) Warehouse/Customer Svc Assistant – Finance Department
 - 16 2) Information Technology Analyst – Finance Department
 - 17 3) Roads Manager – General Services Department
 - 18 4) Solid Waste Driver I – Solid Waste Division
- 19 • The Fire Pension contribution rate is budgeted at 19.7%
- 20 • The Police Pension contribution rate is budgeted at to 21.26%.
- 21 • Health insurance is budgeted at an overall blended increase of 11.9% over prior year
22 premium rates and reflects a negotiated package for single and family coverage, life
23 insurance, and short and long term disability.
- 24 • An overall workers' compensation rate increase of 4.2%.
- 25 • A general liability rate increase of 5.4%.
- 26 • The Tentative Budget includes the acquisition 6 new in police car video cameras.
- 27 • Computer replacements in all departments phased in over a year.
- 28 • The Tentative Budget includes: parking lot improvements at the Public Works Facility
29 (Infrastructure Sales Tax), Alfred Street/Caroline Street Lighting, and a Bobcat Track
30 Loader to maintain storm water ponds and parks.
- 31 • Various equipment and improvements in the Utility Funds.
- 32 • The Tentative Budget funds only operational costs critical to the service delivery mission.
- 33 • The Tentative Millage maintains a similar level of service.
- 34 • The Tentative Budget/Tentative Millage proposes to maintain an estimated General Fund
35 reserve balance of \$1,496,138 or 10.8% of the Tentative Budget to be broken out as
36 follows:
 - 37 Reserves for unforeseen Emergencies: \$1,347,424 (90%)
 - 38 Reserves for unforeseen Contingencies: \$ 148,714 (10%)

40 Ms. Houghton noted the prior dates that Council had met to discuss the budget:

- 41 - February 19th – City Council Meeting – City Council set broad budget goals
- 42 - June 20th - Draft Budget To City Council

- 1 - July 2nd – Draft Budget Presentation to City Council
- 2 - July 16th – City Council Budget Workshop
- 3 - July 30th – City Council Budget Workshop – Council sets Tentative Maximum Millage
- 4 - July 24th – City Council Budget Workshop
- 5 - August 6th – City Council Budget Workshop
- 6 - August 20st – City Council Budget Workshop
- 7

8 Mr. Drury noted that in the agenda summary the outstanding budget items have been identified:

- 9 1. Warehouse customer service assistant – This position does not affect the millage rate
10 because it is not in the General Fund. The additional duty of turn ons and turn offs was
11 added to the position.
- 12 2. Computer software question regarding this position. That module is in the current city
13 financial software so there will not be an additional cost.
- 14 3. Wayfinding Signs: The downtown business group requested that Council consider adding
15 those back into the budget. There was a wayfinding committee that applied for FDOT
16 permits. Mr. Drury discussed the information he had provided regarding cost and
17 equivalency to millage.
- 18 4. Gateway Sign: Replacement of sign at hospital. The estimated cost is \$32,000.

19 Vice Mayor Pfister asked about the FDOT permits will be effective. Mr. Drury responded they
20 are effective in perpetuity.

21 Public Hearing

22 Mayor Wolfe invited public comment on the tentative millage. There was no comment.

23 Council Discussion

24 Councilmember Smith asked if there was anything in the PBA contract that would have an
25 effect on the current millage rate under discussion. Mr. Drury said staff is waiting for the
26 voting process to be finished and he did not anticipate any changes.

27 Warehouse Position: Councilmember Smith said he continued to feel the size of the city did
28 not justify the need for the warehouse position. Discussion followed on the position with a
29 majority of Council indicating a preference to wait for an additional year to put this into the
30 budget.

31 Waterman Hospital Entry Sign. Mr. Drury explained the bidding process and noted it was
32 hoped that the cost will be less than the estimated \$32,000. He said staff will bring the design
33 to City Council after it has been designed with an estimated probable cost by the engineer.

1 Councilmember Hope said he would like to see some of the wayfinding signs located on US
2 441 to direct traffic to the downtown businesses. Mr. Drury noted the average cost is \$6,000
3 each and Council will have an opportunity to review the design and wording of the signs.

4 Vice Mayor Pfister noted she still continued to support the warehouse position and spoke in
5 support of the wayfinding signs.

6 Discussion followed on the location for three of the wayfinding signs and a proposed addition
7 of \$50,000 to cover the entrance sign and the three wayfinding signs.

8 Mr. Drury summarized that adding \$50,000 to the proposed millage rate will result in a new
9 millage rate of 6.7283. The current millage rate is 6.4531. The difference in rate is .2752 or
10 about a quarter of a mill. Ms. Houghton said it will be 5.56% above the rollback rate.

11 Mayor Wolfe asked how much is in the recreation budget for post season participation. Ms.
12 Rogers answered that within the program costs there are monies earmarked but not
13 specifically for tournament fees. Mr. Drury said on page 183 there is \$35,000 budgeted for the
14 spring program. Within that budget there are line items for uniforms, etc. He said he believed
15 there are sufficient funds in the budget for the program but that staff will need to develop the
16 policy on allocation of the funds for tournaments and staff will also prepare a detailed
17 breakdown of all expenses for the program.

18 Vice Mayor Pfister recommended a mechanism for the money for tournament play to be rolled
19 over to the next budget year if it was not used in a given fiscal year.

20 Mayor Wolfe asked Ms. Houghton if the decision not to budget for the warehouse position
21 would affect any type of rating or audits. Ms. Houghton said if the city is not able to perform at
22 the level that the auditors believe is necessary, then the city could end up with an audit
23 finding. Mr. Drury said this will not affect the city's ratings.

24 Mayor Wolfe asked Ms. Houghton to document her time taking care of the auditing issue in
25 preparation for next year's budgeting process.

26 Ms. Houghton stated that by increasing the budget by \$50,000 this will bring the millage rate
27 to 6.7283 and it is \$5.56% above the rollback rate. The change for the warehouse position will
28 not affect the millage rate; it will be a decrease in transfers in to the general fund and the
29 expenditure will be removed.

30 **MOTION**

31 **Norman Hope moved to set the tentative millage rate at 6.7283, seconded by Robert**
32 **Speaks. The motion carried unanimously 5-0.**

33 **Tab 4) Resolution #2014-24 – Adoption of the Tentative Fiscal Year 2015 Budget**

34 Mr. Drury asked Ms. Houghton to provide the updated budget for the General Fund with an
35 addition of \$50,000 wayfinding signs and one gateway sign.

1 Councilmember Smith asked if the stormwater fee could be reduced from .75 to .50. by saving
2 the \$52,000 for the warehouse position.

3 Mr. Drury noted a utility rate study is currently being done. It will be presented in October to
4 Council and rates will be set for the next five years. He said that would be the time to address the
5 stormwater rate.

6 Ms. Houghton stated the new General Fund adjusted budget will be \$13,816,153.

7 Mayor Wolfe invited public comment on the tentative budget for 2015.

8 Lou Buigas, Downtown Business Owner

9 Ms. Buigas thanked Council for considering the wayfinding signs for the businesses.

10 **MOTION**

11 **Norman Hope moved to approve the General Fund tentative budget of \$13,816,153 (as read**
12 **by Ms. Houghton), seconded by Kirby Smith. The motion carried unanimously 5-0.**

13 **XI. GENERAL GOVERNMENT**

14
15 **BUDGET HEARING ADJOURNED AND REGULAR CITY COUNCIL MEETING RECONVENED**
16 **AT 5:58 P.M.**

17 **Tab 9) Request to Discuss Softball Program (Continued)**

18 Councilmember Smith said he would not participate in any decisions that would be discriminatory
19 or show favoritism. He discussed the sponsorship flyers that had been sent out by the team to
20 solicit various levels of funding. He pointed out that the City Administrator had approved the
21 additional \$250.00 from the budget because there was no time to convene a special City Council
22 meeting to approve any other amount which might have had to come from General Reserves. He
23 then explained that he has consistently opposed to taking money out of reserves while serving on
24 City Council. He said he had requested Council to approve a policy that General Reserves be
25 further separated for emergencies and for contingencies which was done and is in effect.

26 Ms. Ross said she had never asked for anything from Council in 10 years. Mr. Drury said Council
27 is asking to focus on the future and will review a policy on how much is spent for all items in the
28 program. Councilmember Speaks asked to move the agenda.

29 **Tab 10) Approval of Contract with International Association of Firefighters, Local 3245.**

30 Chief Keith noted the city negotiating team of Mayor Wolfe, Mr. Drury and himself met with the
31 President of the Local 3245, Mark Kidd in negotiating the contract changes. The salient points
32 are:

- 33 • 3% cost of living adjustment payable when the increase becomes effective for all city
34 employees

- 1 • Increased paramedic incentive from \$1.93 to \$2.50 per hour

2 **MOTION**

3 **Norman Hope moved to approve the collective bargaining agreement, Article 33, between**
4 **the Tavares Professional Firefighters Local 3245 and the City of Tavares, seconded by**
5 **Robert Speaks. The motion carried unanimously 5-0.**

6 **Tab 11) Police Benevolent Association Contract – Tabled to next meeting**

7 **Tab 12) Naming Options for West End of Wooton Park**

8 Mr. Drury reviewed the referendum that had passed regarding the purchase of the additional
9 property on the west end of the lake and the status of the design. He noted that when setting
10 goals for next year, Councilmember Smith had recommended that Council consider providing a
11 name for the expansion area.

12 Mr. Drury said the Mayor had recommended Ratliff Memorial Park, however, after further
13 discussion, staff was asked come back with options for a mechanism for selecting a name. He
14 said he had provided five options to Council: develop a public contest; have Council submit
15 names; develop an on line survey for suggested names; ask for involvement from the public
16 schools; and decide to not name the area separately and continue to consider it as a part of
17 Wooton Park. He noted the ballot language referred to it as "Wooton Park". He said the Historical
18 Society has forwarded a letter recommending that it continue to be known as Wooton Park.

19 **Brenda Smith, President, Tavares Historical Society**

20 Ms. Smith said that since 1948 when Mr. and Mrs. Wooton gave the property to Tavares for the
21 park for the sole purpose of the residents to enjoy, it has been known as Wooton Park. She said
22 this is engrained in the citizenry and it is important to keep it as "Wooton Park" as people know
23 where Wooton Park is located.

24 Discussion followed with consensus of Council not to change the name. Councilmember Smith
25 said he did not like the word "expansion" and that he agreed with keeping it as Wooton Park but
26 to eliminate the word "expansion."

27 **Tab 12) Approval of Final Design Plans for the Wooton Park Project**

28 Mr. Neron said the design had been broken into two phases: preliminary and final. In March of
29 2014 Council approved authorization for the architect and engineer firms to go forward with the
30 final design. In January of 2013 there was discussion of the conceptual plan. Based on the
31 current design it is estimated the open space area will be 2.6 acres of the 4.3 acres. The plans
32 include a new triple wide boat ramp with 20 plus boat paved parking spaces, a new restroom
33 building adjacent to the parking area, the extension of the Tav Lee Trail from the current Wooton
34 Park all the way to Main Street, a gazebo/observation deck, a fishing pier, and other related
35 amenities such as benches, landscaping and lighting along the Tav Lee Trail.

1 Mr. Baldocchi from AVCON Inc. said the project has invoked enthusiasm for its multi-modal park
2 features. He discussed the design features of site lighting for the parking area, boat ramp and
3 along the trail and the minor landscaping along the trail, sodding of the open area, and expanding
4 the beach volley ball court to add the second court. He said there will be 24 parking spaces for
5 the automobile and boat trailer hookup and there is additional pavement left as asphalt which will
6 provide flexibility. The boat ramp will be 80 feet wide. The slope is important for functionality and
7 maintainability of the ramp and was reviewed by a sub engineering consultant.

8 Mr. Baldocchi reviewed the floor plan of the restroom and the plan for the extension of the Tav
9 Lee trail through the downtown. He noted this portion of the trail is part of an FDOT LAP grant
10 and is under review by FDOT.

11 Mayor Wolfe asked if a review of future water levels had been done in case of a drought. Mr.
12 Baldacci said that research had been done for lake levels during the past 30 years to
13 accommodate historical highs and historical lows. Mayor Wolfe asked about the trees planned for
14 the Tav Lee Trail. Mr. Drury said that the Council should give feedback on the trees at some point
15 and a decision should be made at a future Council meeting. Mr. Baldocchi said the landscaping is
16 eligible under the FDOT grant.

17 Mr. Neron noted the realignment of the trail (shown on the conceptual plan) at the current boat
18 ramp is not part of this project. He said in the current plan the Tav Lee will not be moved to the
19 rear in this particular phase of the project because of funding issues. Councilmember Hope noted
20 he had promoted the project with the understanding that the trail would be moved to not conflict
21 with the seaplanes coming up the ramp. Mr. Baldocchi said that is still the future plan but not part
22 of the LAP grant as FDOT typically only funds new construction. Mr. Drury stated this realignment
23 of the trail can be designed and engineered and then application can be made to an FDOT
24 aviation grant for this component. Mayor Wolfe asked the estimated cost to wrap around the trail.
25 Mr. Baldocchi said he would forward that information.

26 **MOTION**

27 **Norman Hope moved to approve the final design of the Wooton Park project, seconded by**
28 **Kirby Smith. The motion carried unanimously 5-0.**

29 **XI. OLD BUSINESS**

30

31 **XII. NEW BUSINESS**

32

33 **XIII. AUDIENCE TO BE HEARD**

34

35 **XIV. REPORTS**

36

37 **Tab 14) City Administrator**

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39 Mr. Drury noted he had provided a list of upcoming meetings and reminded everyone that the
40 Grand Opening tickets for the opening of the pavilion have been available for two days and 30%
41 have been sold.

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Economic Development Director

Mr. Neron stated the International Jet Ski Competition is being moved to Tavares and will take place the first weekend in November with a large attendance expected.

Community Services Director

Ms. Rogers said the first wedding at the Pavilion was a tremendous success.

Finance Director

Ms. Houghton said the advertising for final public hearing on the budget will be in the newspaper on September 14th.

Tab 15) City Council

Vice Mayor Pfister

Vice Mayor Pfister spoke with enthusiasm about football season with special emphasis on Notre Dame. She also encouraged those present to come downtown and watch the games at the local restaurants.

Councilmember Hope

Councilmember Hope said he had come early on Tuesday to obtain his ticket for the opening of the Pavilion. He said he looked forward to the event and noted that the pavilion will be a great asset to the City.

Councilmember Smith

Councilmember Smith said on this date in 1777 the Stars and Stripes American flag was flown for the very first time in battle.

Councilmember Speaks

Councilmember Speaks noted that the gentleman [Robert Heft] who designed the 50 star current American flag came from his hometown of Lancaster, Ohio and it was a project for his high school history class. He said [Mr. Heft'] teacher offered him an A in the class if he was able to get Congress to pass the flag and he received his A.

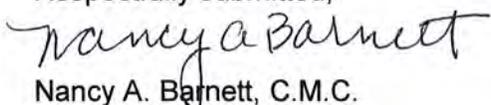
Mayor Wolfe

Mayor Wolfe noted he would try to make the October 11th gala although he might be attending his son's home coming game in Iowa.

Adjournment

There was no further business and the meeting was adjourned at 6:57 p.m.

Respectfully submitted,



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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

non-conforming – A use which does not comply with present

zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 17, 2014**

AGENDA TAB NO. 2

SUBJECT TITLE: Approval to execute Amendment No. 4 for the State Revolving Fund Loan WW350920 for Reclaimed Water Facility Construction Phase 2 and 3, INCREASING the amount of the Loan

OBJECTIVE:

To seek approval to authorize the Mayor to execute Amendment Number 4 for the State Revolving Fund (SRF) Reclaim Loan Phases 2 and 3, Loan No. WW350920 with Florida Department of Environmental Protection (FDEP) increasing the amount of the loan.

SUMMARY:

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

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

On October 20, 2011, the State Revolving Loan with the Florida Department of Environmental Services was executed for the project.

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

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

On February 20, 2013, The City Council approved Amendment No. 1 to the Loan which decreased the principal amount of the loan in response to the bid award for the project.

On January 15, 2014, the City Council approved a work authorization for additional services in the amount of \$52,180 to Malcolm Pirnie for the Project

On February 5, 2014, the City Council approved Amendment No. 2 to the Loan which increased the principal amount of the loan by \$76,537 and extended the repayment date of the loan to allow for completion of construction activities. The interest rate for the amended amount was set at 2.07.

On May 7, 2014, the City Council approved Amendment No. 3 to the Loan which increased the principal amount of the loan by \$200,000 which provided for technology and infrastructure requirements for the facility.

The attached amendment:

- Increases the amount of the SRF Loan in the amount of \$50,000 for Phases 2 and 3 of the Reclaim Project which provides funding for final changes to the project.

The revised principal loan amount is revised from \$3,050,638 to \$3,100,638 which excludes capitalized interest and loan service fees, which will also be adjusted. The semi-annual loan payment is revised from \$102,114 to \$101,601, beginning October 15, 2014 and thereafter on October 15 and April 15 until all amounts due have been fully paid.

OPTIONS:

1. **Move to Authorize** the Mayor or Vice Mayor to execute Amendment Number 4 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350920) for Phases 2 and 3 of the Water Reclamation Project which increases the principal amount of the loan by \$50,000.
2. **Do Not Move to Authorize** the Mayor or Vice Mayor to execute Amendment Number 4 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350920) for Phases 2 and 3 of the Water Reclamation Project.

STAFF RECOMMENDATION:

Option Number 1:

Move to Authorize the Mayor or Vice Mayor to execute Amendment Number 4 with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350920) for Phases 2 and 3 of the Water Reclamation Project which increases the principal amount of the loan by \$50,000.

FISCAL IMPACT:

Decreases the semi-annual loan payment by \$513.

LEGAL SUFFICIENCY:

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



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

September 5, 2014

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

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

Dear Mr. Hayes:

Attached is a copy of proposed Amendment 4 to the City of Tavares' State Revolving Fund loan agreement. The amendment provides an additional \$50,000 for this project.

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

If you have any questions, please call Tommy Williams at (850) 245-8364.

Sincerely,

for
Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tw

Attachment

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

**AMENDMENT 4 TO LOAN AGREEMENT WW350920
CITY OF TAVARES**

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

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW350920, as amended, authorizing a Loan amount of \$3,050,638, excluding Capitalized Interest; and

WHEREAS, the Local Borrower is entitled to additional financing of \$50,000, excluding Capitalized Interest; and

WHEREAS, revised provisions for audit and monitoring are needed; and

WHEREAS, a Financing Rate must be established for the additional financing amount awarded in this amendment; and

WHEREAS, a Loan Service Fee must be estimated for the additional financing; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect an adjustment in the Loan amount; and

WHEREAS, the Project costs need adjustment to reflect revised estimates.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 2.04(1) is deleted and replaced as follows:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Statewide Surface Water Restoration and Wastewater Projects	\$3,100,638	140131

2. Additional financing in the amount of \$50,000, excluding Capitalized Interest, is hereby awarded to the Local Borrower.

3. A Financing Rate of 2.15 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 1.075 percent per annum and the Grant Allocation Assessment rate is 1.075 percent per annum. However, if this amendment is not executed by the Local Borrower and returned to the Department before October 1, 2014, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to \$3,131,202, which consists of \$3,100,638 authorized for disbursement to the Local Borrower and \$30,564 of Capitalized Interest. This total consists of the following:

(a) Original Agreement and Amendment 1 of \$2,804,665, including \$2,774,101 authorized for disbursement to the Local Borrower and \$30,564 of Capitalized Interest, at a Financing Rate of 2.51 percent per annum (the interest rate is 1.255 percent per annum and the Grant Allocation Assessment rate is 1.255 percent per annum); and

(b) Amendment 2 of \$76,537 authorized for disbursement to the Local Borrower at a Financing Rate of 2.07 percent per annum (the interest rate is 1.035 percent per annum and the Grant Allocation Assessment rate is 1.035 percent per annum); and

(c) Amendment 3 of \$200,000 authorized for disbursement to the Local Borrower at a Financing Rate of 2.06 percent per annum (the interest rate is 1.03 percent per annum and the Grant Allocation Assessment rate is 1.03 percent per annum); and

(d) Amendment 4 of \$50,000 authorized for disbursement to the Local Borrower at a Financing Rate of 2.15 percent per annum (the interest rate is 1.075 percent per annum and the Grant Allocation Assessment rate is 1.075 percent per annum).

5. An additional Loan Service Fee in the amount of \$1,000, for a total of \$62,013, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$3,100,638.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$101,601. Such payments shall be paid to, and must be received by the Trustee beginning on October 15, 2014 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$3,193,215, which consists of the Loan principal plus the estimated Loan Service Fee and its Capitalized Interest, if any.

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

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

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The Local Borrower agrees to the following estimates of Project costs:

PROJECT COSTS

<u>CATEGORY</u>	<u>COST(\$)</u>
Construction and Demolition	2,840,000
Contingencies	142,000
Technical Services After Bid Opening	412,281
Other	300,000
Less SJRWMD Grant	(593,643)
SUBTOTAL (Disbursable Amount)	3,100,638
Capitalized Interest	30,564
TOTAL (Loan Principal Amount)	3,131,202

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

This Amendment 4 to Loan Agreement WW350920 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for
CITY OF TAVARES

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Program Administrator
State Revolving Fund

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 17, 2014**

AGENDA TAB NO. 3

**SUBJECT TITLE: Public Hearing to Adopt Resolution 2014-23 Adopting
the Final Millage for FY 2015**

OBJECTIVE:

To receive public input and consider the approval of Resolution 2014-23 to adopt the Final Millage for Fiscal Year 2015

SUMMARY:

The Final Budget for the General Fund provides for a Final Millage of 6.7283 mills and is balanced at \$13,816,579 with the following assumptions and details:

- Ad valorem millage rate of 6.7283 mills which is 5.56% above the rollback rate of 6.3742 mills, and .2752 mills over the current millage rate of 6.4531 mills. (6.7283 mills is .2248 mills less than the Tentative Maximum Millage rate of 6.9531 mills which was provided in the TRIM Notice)
- An assessed taxable property value of \$635,750,902 which is an increase of 5.50% from the prior year.
- A Fire Assessment at 100% of assessed costs. Rates remain unchanged from the prior year.
- A balanced final Budget of \$13,816,579.
- 3% Pay Increase for employees
- PBA & IAFF Union Negotiation Changes.
- FRS employer contributions are budgeted at blended rates as rate increases are effective July 1, 2014 (7.513% Regular Class & 21.631% Senior Management Class).
- Staffing level decreases – Police Captain Position
- New Positions:
 - 1) Information Technology Analyst – Finance Department
 - 2) Roads Manager – General Services Department
 - 3) Solid Waste Driver I – Solid Waste Division
(The Warehouse/Customer Svc Assistant – Finance Department has been **excluded** from the budget.)
- The Fire Pension contribution rate is budgeted at 19.7%
- The Police Pension contribution rate is budgeted at to 21.26%.
- Health insurance is budgeted at an overall blended increase of 11.9% over prior year premium rates and reflects a negotiated package for single and family coverage, life insurance, and short and long term disability.
- An overall workers' compensation rate increase of 4.2%.

- A general liability rate increase of 5.4%.
- The Final Budget includes the acquisition 6 new in police car video cameras.
- Computer replacements in all departments phased in over a year.
- The Final Budget includes: parking lot improvements at the Public Works Facility (Infrastructure Sales Tax), Alfred Street/Caroline Street Lighting, and a Bobcat Track Loader to maintain storm water ponds and parks.
- The Final Budget includes \$50,000 for various Wayfinding Sign initiatives.
- Various equipment and improvements in the Utility Funds.
- The Final Budget funds only operational costs critical to the service delivery mission.
- The Final Millage maintains a similar level of service.
- The Final Budget/Final Millage proposes to maintain an estimated General Fund reserve balance of \$1,496,138 or 10.8% of the Final Budget to be broken out as follows:
 - Reserves for unforeseen Emergencies: \$1,347,424 (90%)
 - Reserves for unforeseen Contingencies: \$ 148,714 (10%)

Previously the City Council discussed the proposed Fiscal Year 2015 Budget and Millage at the following public meetings:

- February 19th – City Council Meeting – City Council set broad budget goals
- June 20th - Draft Budget To City Council
- July 2nd – Draft Budget Presentation to City Council
- July 16th – City Council Budget Workshop
- July 30th – City Council Budget Workshop – Council sets Tentative Maximum Millage
- July 24th – City Council Budget Workshop
- August 6th – City Council Budget Workshop
- August 20st – City Council Budget Workshop
- September 3rd – First Public Hearing for the FY2015 Budget

A Final Budget has been prepared for the City Council based on discussions and changes at the previous City Council Budget Workshops and the September 3, 2014 Public Hearing.

The following table provides a brief overview of changes made to the General Fund and the Enterprise funds to arrive at the Final Budget.

FUND NAME	NUMBER	DRAFT BUDGET	TENTATIVE BUDGET	CHANGE
GENERAL	001	14,107,361	13,816,579	(290,782)
WATER/SEWER	401	8,457,426	8,420,823	(36,603)
WWW IMPACTS	441	1,150,000	1,400,000	250,000
WWW RR&I	443	703,200	733,200	30,000
SOLID WASTE	402	2,841,104	2,836,849	(4,255)
STORMWATER	403	864,826	864,595	(231)
SEAPLANE BASE	405	718,604	718,604	-
PAVILION	406	494,547	495,717	1,170
TOTAL		28,633,868	28,607,211	(26,657)

The General Fund Final Budget is balanced at \$13,816,579, and reflects a Final Millage Rate of 6.7283 mills with a Fire Assessment at 100% of the assessable Fire budget to fund Fire Services.

OPTIONS:

1. Take Public input and approve the Final Millage of 6.7283 mills for Fiscal Year 2015 as reflected in Resolution 2014-23.
2. Take Public input and approve a different final millage rate. Reflect that different millage rate in Resolution 2014-23 and approve that.

STAFF RECOMMENDATION:

Take Public input and approve the Final Millage of 6.7283 mills for Fiscal Year 2015 as reflected in Resolution 2014-23.

FISCAL IMPACT: All budgets are balanced.

RESOLUTION 2014 - 23

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 6.7283 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2014-2015; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS GREATER THAN THE "ROLLED-BACK" RATE.

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

WHEREAS, the City of Tavares of Lake County, Florida on September 3, 2014, adopted the 2014-2015 Fiscal Year Tentative Millage Rate following a public hearing as required by Florida Statute 200.065.

WHEREAS, the City of Tavares of Lake County, Florida, following due public notice as required by law, held a second public hearing on September 17, 2014, as required by Florida Statute 200.065 on the 2014-2015 Millage Rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as \$635,750,902.

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

1. The City of Tavares Fiscal Year 2014-2015 operating millage rate to be levied is hereby set at 6.7283 mills, which millage rate is greater than the rolled back rate of 6.3742 by 5.56%.
2. The voted debt service millage rate is set at .4286 mills for Fiscal Year 2014-2015.
3. This Resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 17th day of September 2014 by the City Council of the City of Tavares, Florida. Time Adopted:_____.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

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

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 17, 2014**

AGENDA TAB NO. 4

**SUBJECT TITLE: Public Hearing to Adopt Resolution 2014-24 Adopting
the Final Budget for FY 2015**

OBJECTIVE:

To receive public input and consider the approval of Resolution 2014-24 to adopt the Final Budget for Fiscal Year 2015

SUMMARY:

The Final Budget for the General Fund is balanced at \$13,816,579, and is based on the following assumptions and details:

- Ad valorem millage rate of 6.7283 mills which is 5.56% above the rollback rate of 6.3742 mills, and .2752 mills over the current millage rate of 6.4531 mills. (6.7283 mills is .2248 mills less than the Tentative Maximum Millage rate of 6.9531 mills which was provided in the TRIM Notice)
- An assessed taxable property value of \$635,750,902 which is an increase of 5.50% from the prior year.
- A Fire Assessment at 100% of assessed costs. Rates remain unchanged from the prior year.
- A balanced Final Budget of \$13,816,579.
- 3% Pay Increase for employees
- PBA & IAFF Union Negotiation Changes.
- FRS employer contributions are budgeted at blended rates as rate increases are effective July 1, 2014 (*7.513% Regular Class & 21.631% Senior Management Class*).
- Staffing level decreases – Police Captain Position
- New Positions:
 - 1) Information Technology Analyst – Finance Department
 - 2) Roads Manager – General Services Department
 - 3) Solid Waste Driver I – Solid Waste Division
(The Warehouse/Customer Svc Assistant – Finance Department has been **excluded** from the budget.)
- The Fire Pension contribution rate is budgeted at 19.7%
- The Police Pension contribution rate is budgeted at to 21.26%.
- Health insurance is budgeted at an overall blended increase of 11.9% over prior year premium rates and reflects a negotiated package for single and family coverage, life insurance, and short and long term disability.
- An overall workers' compensation rate increase of 4.2%.

- A general liability rate increase of 5.4%.
- The Final Budget includes the acquisition 6 new in police car video cameras.
- Computer replacements in all departments phased in over a year.
- The Final Budget includes: parking lot improvements at the Public Works Facility (Infrastructure Sales Tax), Alfred Street/Caroline Street Lighting, and a Bobcat Track Loader to maintain storm water ponds and parks.
- The Final Budget includes \$50,000 for various Wayfinding Sign initiatives.
- Various equipment and improvements in the Utility Funds.
- The Final Budget funds only operational costs critical to the service delivery mission.
- The Final Millage maintains a similar level of service.
- The Final Budget/Final Millage proposes to maintain an estimated General Fund reserve balance of \$1,496,138 or 10.8% of the Final Budget to be broken out as follows:
 - Reserves for unforeseen Emergencies: \$1,347,424 (90%)
 - Reserves for unforeseen Contingencies: \$ 148,714 (10%)

Previously the City Council discussed the proposed Fiscal Year 2015 Budget at the following public meetings:

- February 19th – City Council Meeting – City Council set broad budget goals
- June 20th - Draft Budget To City Council
- July 2nd – Draft Budget Presentation to City Council
- July 16th – City Council Budget Workshop
- July 30th – City Council Budget Workshop – Council sets Tentative Maximum Millage
- July 24th – City Council Budget Workshop
- August 6th – City Council Budget Workshop
- August 20st – City Council Budget Workshop
- September 3rd – First Public Hearing for the FY2015 Budget

A Final Budget has been prepared for the City Council based on discussions and changes at the previous City Council Budget Workshops and the September 3, 2014 Public Hearing.

The following table provides a brief overview of changes made to the General Fund and the Enterprise funds to arrive at the Final Budget.

FUND NAME	NUMBER	DRAFT BUDGET	TENTATIVE BUDGET	CHANGE
GENERAL	001	14,107,361	13,816,579	(290,782)
WATER/SEWER	401	8,457,426	8,420,823	(36,603)
W/WW IMPACTS	441	1,150,000	1,400,000	250,000
W/WW RR&I	443	703,200	733,200	30,000
SOLID WASTE	402	2,841,104	2,836,849	(4,255)
STORMWATER	403	864,826	864,595	(231)
SEAPLANE BASE	405	718,604	718,604	-
PAVILION	406	494,547	495,717	1,170
TOTAL		28,633,868	28,607,211	(26,657)

The General Fund Final Budget is balanced at \$13,816,579, and reflects a Final Millage Rate of 6.7283 mills with a Fire Assessment at 100% of the assessable Fire budget to fund Fire Services.

OPTIONS:

1. Take Public input and approve the Final Budget for Fiscal Year 2015 as reflected in Resolution 2014-24.
2. Take Public input and make further revisions to the Final Budget for Fiscal Year 2015. Then reflect those revisions in Resolution Number 2014-24.

STAFF RECOMMENDATION:

Take public input and move to approve the Final Budget for Fiscal Year 2015 as reflected in Resolution No. 2014-24.

FISCAL IMPACT: All budgets are balanced.

RESOLUTION 2014 - 24

**A RESOLUTION ADOPTING THE FINAL BUDGET
FOR THE CITY OF TAVARES, FLORIDA, FOR THE
FISCAL YEAR 2014 - 2015.**

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

WHEREAS, a public hearing on the proposed 2014-2015 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on September 3rd, 2014 at 5:05 p.m., as required by Florida Statutes 200.065; and

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

WHEREAS, the City Council approved the tentative budget for 2014-2015, and

WHEREAS, a second public hearing on the proposed 2014-2015 budget was held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on September 17, 2014, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2014-2015 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of \$35,204,918, at public hearing this 17th day of September, 2014.

Fund Name	Fund Number	Estimated Revenues ¹	Reserve Appropriations ³	Unappropriated Revenues ²	Estimated Appropriations/ Expenditures
General Fund	001	\$ 13,816,579	\$ -	\$ -	\$ 13,816,579
Water/Wastewater Utility	401	8,144,620	276,203	-	8,420,823
Water/Wastewater Impacts	441	1,102,979	297,021	-	1,400,000
W/WW RR&I Fund	443	300,000	433,200	-	733,200
SRF Construction Fund	444	-	-	-	-
W/WW SRF Loan	445	1,616,063	-	(200,000)	1,416,063
Solid Waste	402	2,688,380	148,469	-	2,836,849
Stormwater	403	864,826	-	(231)	864,595
Seaplane Base Fund	405	718,604	-	-	718,604
Pavilion Fund	406	560,076	-	(64,359)	495,717
Police Education	102	1,500	-	-	1,500
Community Redevelopment	105	181,438	-	(15,604)	165,834
Police Impacts	110	22,634	-	(22,634)	-
Fire Impacts	111	14,113	-	(14,113)	-
Forfeiture Fund	112	-	-	-	-
Park Impacts	114	46,199	-	(46,199)	-
Freedom Flag Fund	117	-	11,120	-	11,120
Fire Assessment Fund	122	1,619,134	-	-	1,619,134
Infrastructure Sales Tax	150	1,296,309	107,088	-	1,403,397
Grant Fund	151	446,917	-	-	446,917
Debt Service Fund	201	272,439	-	(55)	272,384
Capital Project Fund	301	-	-	-	-
Municipal Police Pension	601	740,902	-	(538,450)	202,452
Firefighter's Pension	602	1,493,095	-	(1,113,470)	379,625
General Employee Pension	603	52,560	-	(52,560)	-
Mildred Hunter Trust	605	170	-	(145)	25
Woodlea Park Playground Trust	606	100	-	-	100
		\$ 35,999,637	\$ 1,273,101	\$ (2,067,820)	\$ 35,204,918

¹ Estimated Revenues = anticipated revenue collections

Test \$ 35,204,918

² Negative Reserve Appropriations assumes unappropriated revenues

³ Positive Reserve Appropriations assumes appropriating (spending) an amount of reserves.

This resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 17th day of September, 2014, by the City Council of the City of Tavares, Florida. Time Adopted: _____ P.M.

Robert Wolfe, Mayor
Tavares City Council

ATTEST:

Nancy A. Barnett
City Clerk

Approved as to form:
Robert Q. Williams
City Attorney

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 17, 2014**

AGENDA TAB NO. 5

SECOND READING

**SUBJECT TITLE: Ordinance 2014-13
Annexation & Rezoning –11529 US 441 (aka Dead River Marina)**

OBJECTIVE:

To consider the annexation and rezoning to Highway Commercial of approximately 11.4 acres of property located on the north side of US Highway 441 adjacent and west of 7th Sunfish Street, including 7th Sunfish Street which is a private easement (next to Palm Gardens and Dollar General).

SUMMARY:

The subject property is located at the north side of U.S. 441 west and adjacent to the Dollar General Store. 7th Sunfish Street, a private easement owned by Concept Development (Dollar General) provides access to the store, marina, Palm Gardens and the Water Authority property to the north. The property is 11.4 acres in size. Approximately 5 acres of this property is classified as wetlands. The property is currently being used for boat, trailer and RV sales and storage and as a marina. These uses will continue as legal non-conforming uses. The owner's long range plan is to redevelop this property in conformity with the city's Highway Commercial zoning regulations. City water and sewer utilities are available to this property. Connection to these utilities is required within 180 days after a notice is given by the City's Utility Director as per Sec. 17.21 of the City's Land Development Regulations or as a condition of property redevelopment. The City is concurrently processing a future land use map amendment to re-designate the property from Lake County Urban Medium Density to City of Tavares Commercial on the Future Land Use Map 2020.

OPTIONS:

1. That City Council moves to approve Ordinance 2014-13.
2. That City Council denies the proposed annexation and rezoning.

PLANNING & ZONING BOARD RECOMMENDATION:

At its August 21st meeting, the Planning & Zoning Board moved unanimously to recommend that City Council approves Ordinance 2014-13.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2014-13.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY:

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

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ORDINANCE 2014-13

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 11.4 ACRES LOCATED ON THE NORTH SIDE OF US 441 ADJACENT AND WEST OF 7TH SUNFISH STREET AND INCLUDING 7TH SUNFISH STREET WHICH IS A PRIVATE EASEMENT; REZONING SAID PROPERTY FROM LAKE COUNTY PLANNED COMMERCIAL DISTRICT (CP) TO CITY OF TAVARES HIGHWAY COMMERCIAL (C-2); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

15 **WHEREAS**, the owners of the properties described in **Exhibit "A"** have
16 voluntarily petitioned to annex into the City of Tavares, and

17 **WHEREAS**, the properties legally defined in **Exhibit "A"** are contiguous with the
18 corporate limits of the City of Tavares and the annexation of said properties will not result
19 in the creation of any enclave; and

20 **WHEREAS**, the City of Tavares, Florida, is in a position to provide municipal
21 services to the properties described herein; and,

22 **WHEREAS**, the City Council of the City of Tavares, Florida, deems it in the best
23 interest of the City to accept said petition and to annex said properties; and,

24 **WHEREAS**, the properties are currently zoned Lake County Planned
25 Commercial District (CP) and the applicants have requested that said properties be
26 rezoned to a City designation of Highway Commercial (C-2); and,

27 **WHEREAS**, these properties front onto U.S. 441 which is designated by the Lake
28 County future land use map as a Major Commercial Corridor and therefore a commercial
29 designation is in compliance with the Lake County Comprehensive Plan; and,

30 **WHEREAS**, the City is concurrently processing a future land use map
31 amendment to re-designate these properties from Lake County Urban Medium Density
32 to a City of Tavares Commercial designation on the 2020 Future Land Use Map;
33 therefore

34
35 **BE IT ORDAINED** by the City Council of the City of Tavares, Florida, as follows:

36 **Section 1. Annexation**

37 The properties legally defined as and depicted in **Exhibit "A"** attached hereto,
38 situated in Lake County, Florida, is hereby incorporated into and made a part of the City

1 of Tavares, Florida, pursuant to the voluntary annexation provisions of Section 171.044,
2 Florida Statutes.

3
4 **Section 2. Rezoning**

5 The properties described in **Exhibit "A"** shall hereby be rezoned from Lake
6 County Planned Commercial District (CP) to City of Tavares Highway Commercial (C-2)
7 and shall be subject to the provisions contained within the Land Development
8 Regulations for this zoning designation.

9
10 **Section 3. Severability.**

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

14
15 **Section 4. Effective Date.**

16 This Ordinance shall take effect immediately upon its final adoption by the
17 Tavares City Council.

18
19 **PASSED AND ORDAINED** this _____ of _____, 2014, by the City
20 Council of the City of Tavares, Florida.

21
22
23 _____
24 Robert Wolfe, Mayor
Tavares City Council

25 First Reading: _____

26
27 Passed Second Reading: _____

28
29 ATTEST:

30
31
32 _____
33 Nancy Barnett, City Clerk

34
35
36 APPROVED AS TO FORM AND LEGALITY:

37
38
39 _____
40 Robert Q. Williams, City Attorney

EXHIBIT A

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TAX PARCEL: 24-19-25-000400013330

BEGIN AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 3 WITH THE NORTH LINE OF HIGHWAY RIGHT-OF-WAY, RUN NORTH 74° WEST ALONG THE HIGHWAY, 671.13 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 16° EAST TO THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 3; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN SOUTH 74° EAST 45 FEET; NORTH 16° EAST TO THE NORTH LINE OF THE SOUTH 1/2 OF GOVERNMENT LOT 3; THENCE WEST TO INTERSECT THE FIRST LINE IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

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-AND-

Tax Parcel: 24-19-25-000400013000

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BEG AT INTERSECTION OF E LINE OF GOV LOT 3 WITH N LINE OF HWY R/W AS IN 1960 RUN N 74DEG W ALONG R/W 671.13 FT TO POB, N 16DEG E TO N LINE OF S 1/2 OF GOV LOT 3 W TO NW COR OF S 1/2 OF GOV LOT 3, S TO N LINE OF HWY, S 74DEG E ALONG HWY TO POB, --LESS THAT IN NEW R/W LINE OF HWY 441--
ORB 4476 PG 1050

CITY OF TAVARES

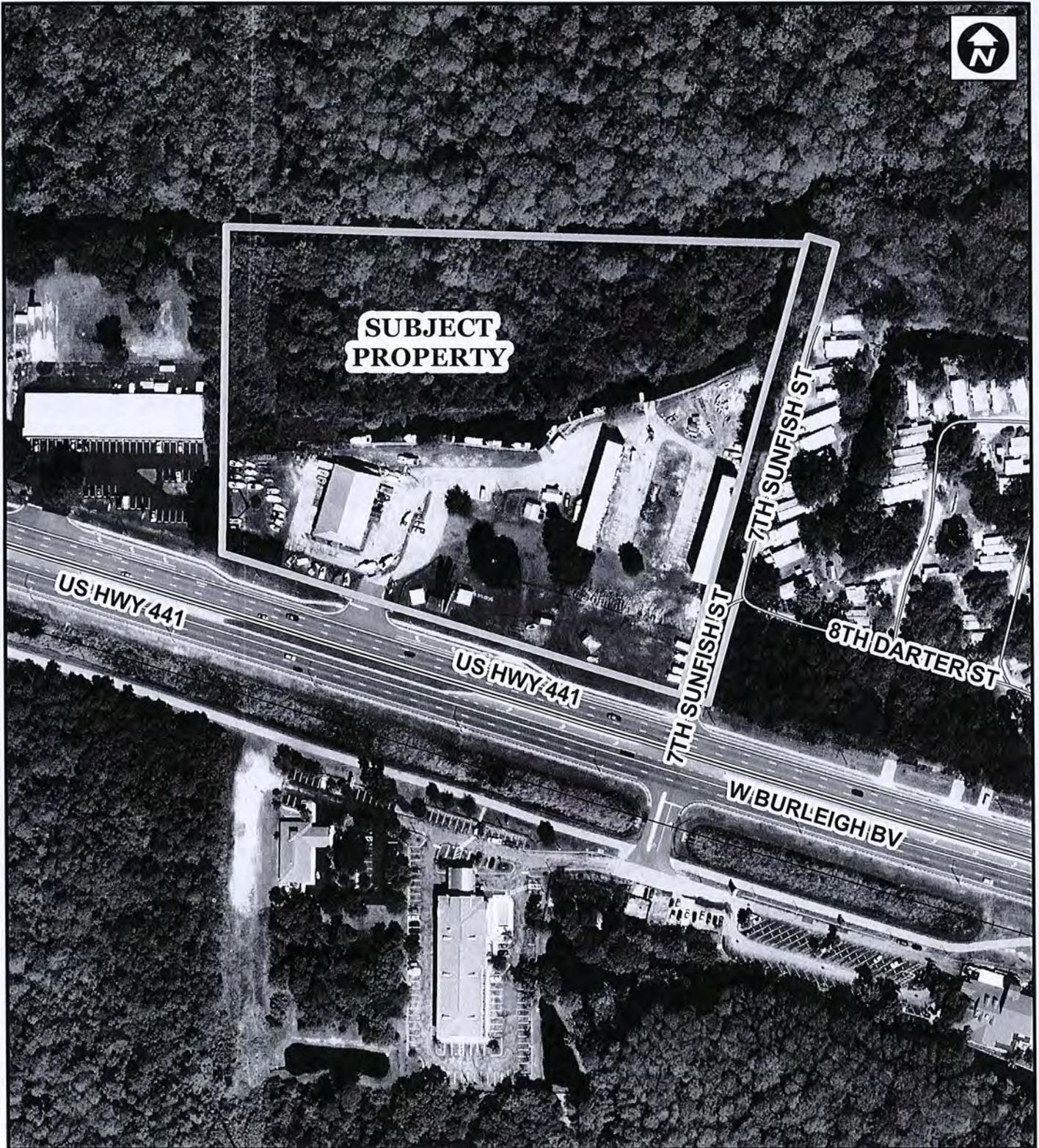


PROPERTY LOCATION MAP

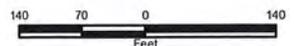
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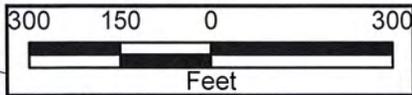
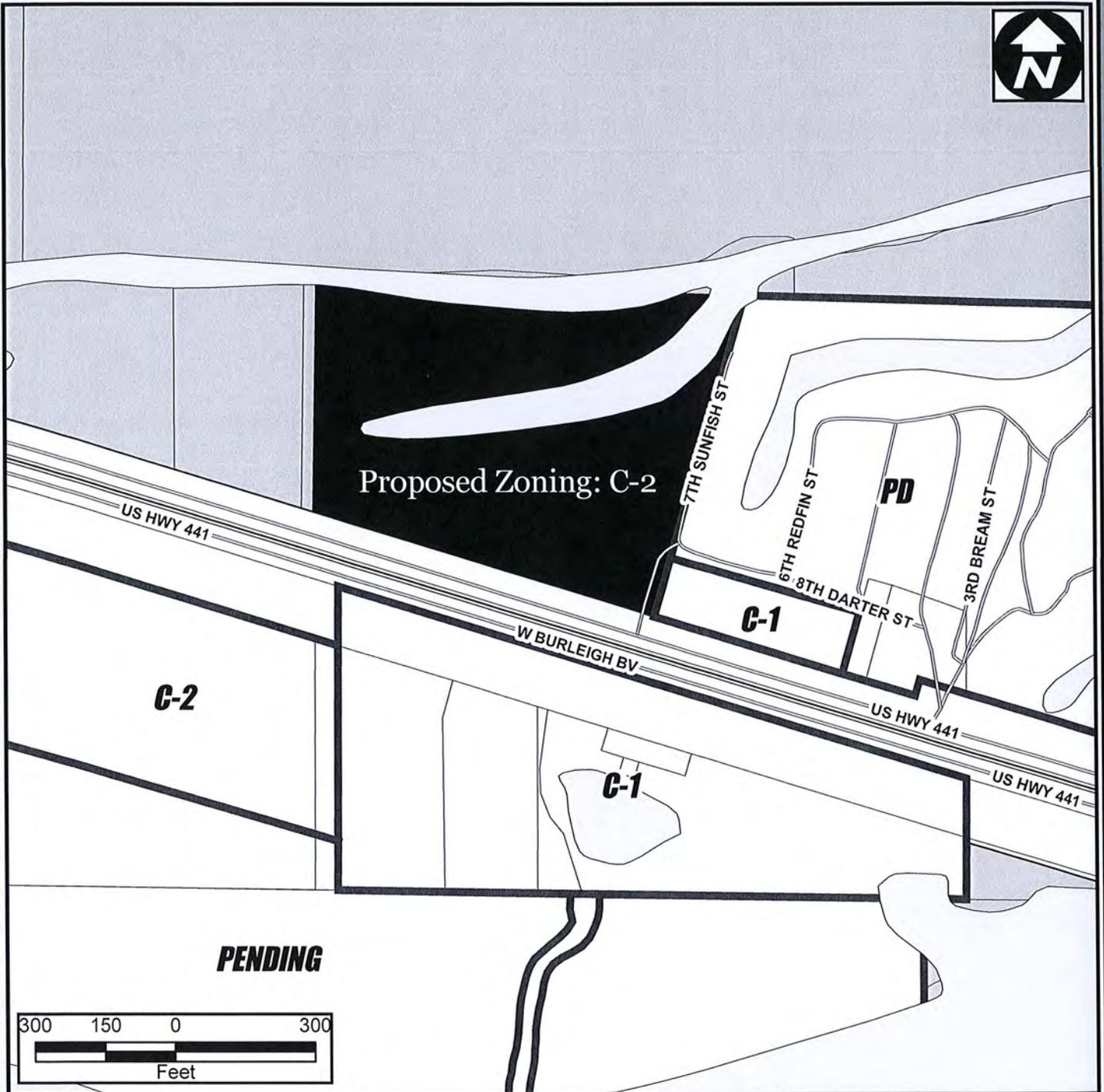
CITY OF TAVARES



PROPERTY LOCATION MAP



CITY OF TAVARES ORDINANCE # 2014-13



- RSF-A Residential Single Family
- RSF-1 Residential Single Family
- RMF-2 Residential Multi-Family
- RMF-3 Residential Multi-Family
- RMH-S Residential Manufactured Home Sub.
- RMH-P Residential Manufactured Home Park
- PD Planned Development District
- MU Mixed Use District
- C-1 General Commercial
- C-2 Highway Commercial
- CD Commercial Downtown District
- I Industrial District
- PFD Public Facilities District



ZONING MAP

ORDINANCE # 2014-13

ARG Investment, LLC & Concept Development, LLC

Current Zoning: County CP
 Proposed Zoning: City C-2
 11.4± Acres

- #### Legend
- [Symbol] CITY BOUNDARY
 - [Symbol] MAJOR ROADS
 - [Symbol] ZONING
 - [Symbol] STREETS
 - [Symbol] SUBJECT PROPERTY
 - [Symbol] PARCELS
 - [Symbol] UNINCORPORATED
 - [Symbol] CONS/WETLANDS

YOUR COMMUNITY IN BRIEF

Essence of series: Essential oils have many uses

BY DEBBIE MANIS
Staff Writer

The WT. Bland Public Library in Mount Dora will host a three-part series on essential oils taught by Stephanie Clunn. Essential oils are natural aromatic compounds found in the seeds, bark, stems, roots, flowers and other parts of plants. The oils also can be used as medicinal and therapeutic benefits.

The free classes will meet in the library, 1995 N. Donnelly St. at 10:30 a.m. on the following Saturdays:

■ Aug. 30 — Participants will learn about therapeutic grade, pure essential oils during "Pure Essential Oils and Aromatherapy" workshop.
■ Sept. 27 — Attendees will learn the various ways they can heal and often replace their over-the-counter medicine cabinet items at "Make over Your Medicine Cabinet Naturally."

■ Nov. 22 — "The Holidays and Essential Oils," participants will learn which oils to give as gifts, how they can cook with essential oils, and a hands-on activity.

Registration is suggested, so Clunn will have enough supplies.
To register or more information, call the library at 352-735-7180, Option 5.

Water aerobics

Water aerobics classes are offered Mondays, Wednesdays and Fridays from 12:30 to 1:15 p.m. at the Leesburg swimming pool in Venetian Gardens on Dozier Circle off Dixie Avenue.

To register or more information, call Phyllis Rzeminski at 352-343-8305.

'Wing and Wildflowers Festival'

Lake County will have its third annual "Wings and Wildflowers Festival" set for Oct. 3-5 at Venetian Gardens in Leesburg. Vendors will be located outside and inside the community center.

Spaces available for rent will include 10-by-10-foot and 10-by-20-foot and cost range from \$25 for nonprofits to \$200.

Exhibitor and food vendor registration has been extended to 5 p.m. Friday.

The festival will feature guided Segway tours through Emerald Marsh, a family-friendly 5K run/walk, field trips in birding hotspots and wildflower havens. Some of the nation's top birding, wildflower and nature experts also will be on hand. This year's keynote speakers include Greg Miller, the inspiration behind the film "The Big Year"; Stacy Tormig, editor of the birding and gardening publication "Birds & Blooms"; and author Roger L. Hammer, who served as the director of Castello Hammock Nature Center in Miami.

For more information, to register for an event or to fill out an application online, visit wingsandwildflowers.com or call 352-742-3918.

Alzheimer's workshop

Alzheimer's Family Organization will host a workshop about Alzheimer's disease and atypical dementias from 8:45 a.m. to noon Sept. 19 in the lodge at Waterman Village, 445 Waterman Ave., Mount Dora. Leilani Dury, director of the University of Florida's Center for Memory Disorders Clinics, will present the program. Topics will include signs, treatment, care, research, caregiver coping, and communication and behavior challenges.

Admission is \$25 for AFO members, \$35 for nonmembers and free for caregivers and includes a continental breakfast and a certificate of attendance. Group rates are available.

Three continuing-education units (CEU credits) are available for professionals. To register for the program, call 1-888-496-8004 by Sept. 12.

TEACHER

Continued from Page E1

Waitts said, "She's got passion for the profession. That's something you can't teach. You have to have the passion, and she's got it. She's going to be a wonderful addition to the faculty as well as the other new teachers."

Teaching wasn't Casternopoulos' first career choice. She said she always wanted to be a pharmacist and realized in her first semester of college and at her first part-time job at a pharmacy that "counting pills all day long" wasn't for her.

"I had wanted to do it for a long time," she said of pharmacology. "It's a big change."
However, Casternopoulos, a 2006 Lees-

Got shoes?

Women for Hospice is sponsoring a gently used shoe drive, which will be donated to underserved communities.

Shoes are being accepted in all sizes for children, women and men. Minor repairs, such as replacing heels or broken straps will be done.

Shoes can be dropped off at the Hospice Hope Chest, 315 N. Donnelly St., Mount Dora, between 10 a.m. and 4 p.m. Tuesdays through Saturdays.

For more information, call Sue Ellen Bach at 352-735-2933.

Aloha Festival

Usoo Foundation will present its inaugural Aloha Festival on Oct. 4 from 10 a.m. to 8 p.m. at Minneola Trailhead Park, 315 E. Madison St. in Minneola.

Festivities will include professional Polynesian dancing, Samoan fire-knife dance, music, cultural demonstrations, island food, craft and merchandise vendors, kids area featuring face painting and more.

Admission is \$2, which will benefit Usoo Foundation. To become a sponsor or vendor, email usofoundation@aol.com.

The nonprofit organization, which offers positive alternative choices to young people, was started by professional wrestling legend Afa Anoa'i, a member of the famous wrestling duo "The Wild Samoans," and his wife, Lynn, in 1999. Afa Anoa'i runs the Wild Samoan Training Center in Minneola.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmamis@tribune.com.

burg High graduates, said she should have known right from the beginning that she would be in a career involving children. Her mother owned and operated Miss Mandi's Daycare in Fruitland Park for 26 years, and Casternopoulos always helped with the children and her two younger siblings.

In addition, she has three of her own — Matthew Fuller, 8, Emma Fuller, 5, and Xander Casternopoulos, who is nearly 3 months old.

"I have been taking care of children long before I had my own," she said.

The key to teaching, Casternopoulos said, is to be relentless about hanging onto scraps of things that help make up a lesson. "I save everything," she said. "Before you start teaching, you start saving everything because you never know when you're going to use it again."

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, and Wednesday practices. Location: heated Mount Dora City Pool. Details: Beth Komovskis at 352-516-2731.

LEESBURG AQUATICS for swimmers from age 5 through masters (19 and older) is offering recreational swimming 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, 407-429-8049 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 nonmembers for eight sessions. Details: Contact aquatic's director Pam Sanders, psanders@cfymca.org, or call 352-343-8434.

SAFE START program by the Central Florida YMCA teaches youngsters to float, rest, breathe and swim for 10 minutes. A six-week program taught five days a week for 10 minutes by Heather Worrell, certified Safe Start instructor. Details: 352-343-8434, Ext. 235, or email heathersafe.start@gmail.com.

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@orlando-health.com or 352-243-7764, Ext. 4293.

KIDS SPLASH CAMP (ages 5-14) offers six one-week sessions, 9 a.m.-4 p.m. weekdays. The programs provide specific instruction in swimming, springboard diving and field-group activities. Details: 321-282-2558.

GOLDEN TRIANGLE YMCA Sharks team is a fun way to get in shape and develop swimming skills. Ages: 5-18. Details: 352-343-8434.

GOLDEN TRIANGLE YMCA Masters swim team is a competitive team for adults. Meetings are Saturdays at 9:30 a.m. Details: 352-343-8434.

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

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 mtodobaseballacademy@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 this trout section of the website CoastToCoastAthletics.com or call 760-373-4455.

LAKE-SUMMITER STATE COLLEGE assistant coach Jared Mathis will be conducting private baseball lessons throughout the year. All ages, all ability levels. Lessons at LSCC baseball field on Leesburg campus. Details: Contact Mathis at 863-660-4629.

Please turn to Page E3

PICKLES



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LAKE NEWS ONLINE
LakeSentinel.com

Delivery issues, wet paper complaints, vacation stops, manager contact: 1-800-359-5353

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**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 2014-13 & Ordinance 2014-14 listed as follows:

ORDINANCE 2014-13

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEKING APPROXIMATELY 11.4 ACRES LOCATED ON THE NORTH SIDE OF US 44 ADJACENT AND WEST OF THUSHSI STREET AND INCLUDING THUSHSI STREET WHICH IS A PRIVATE EASEMENT; REZONING SAID PROPERTY FROM LAKE COUNTY PLANNED COMMERCIAL DISTRICT (CP) TO CITY OF TAVARES HIGHWAY COMMERCIAL (HC); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2014-14

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAY/FUTURE LAND USE MAP 200A, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 11.4 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US 44 ADJACENT AND WEST OF THUSHSI STREET AND INCLUDING THE THUSHSI STREET WHICH IS A PRIVATE EASEMENT; FROM COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2014-13 & Ordinance 2014-14 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on August 21, 2014, at 9 p.m. and
2. Tavares City Council meeting on September 3, 2014, at 4 p.m. in attendance and First Reading by Title City - Oct. 14-13, Transmittal Hearing - Oct. 14-14, and
3. Tavares City Council meeting on September 17, 2014, at 4 p.m. (Second Reading - Oct. 14-13 only)
4. Tavares City Council Second Reading for Oct. 14-14 will follow completion of State review.

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

Proposed Ordinance 2014-13 & Ordinance 2014-14 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 Joaquin Skurtz, Community Development Director, at 742-6404.

PROPERTY LOCATION MAP

1 This proposed use is compatible with surrounding properties that are generally commercial in nature. A
2 recent amendment to the City's Land Development Regulations recognized that this use would be
3 appropriate in a Mixed Use District subject to approval as a Special Use. Given the location and
4 surrounding uses, staff recommends approval of this permit subject to compliance with any applicable
5 regulations.
6

7 Mr. Skutt went on to communicate that the board has the authority to apply additional conditions if it
8 deems it appropriate.
9

10 During the public comment period of the meeting, Mr. Terry Maycumber of 213 E. Alfred Street
11 expressed his concern for any overnight outdoor boarding.
12

13 The realtor, Richard Gonzalez, representing the property owner, communicated that the business
14 would be limited to spay and neuter services only and that there would be no outdoor boarding.
15

16 Boardmember Pueschel asked what constituted "indoor" boarding. There was discussion and a
17 determination that any boarding would be within solid walls.
18

19 Mr. Stomp expressed his concern that the business had a high potential for annoying adjacent
20 neighbors and that neighbors should be protected from the nuisance of loud noises related to dogs
21 barking, overcrowded parking and animal waste on adjacent lawns.
22

23 There was discussion about the type of enforceable conditions which could be added to the approval to
24 address the boards concern for the adjacent properties.
25

26 In response to a question, Mr. Gonzalez communicated that the business would contain a couple dozen
27 animal containers and be open Monday through Friday only.
28

29 **MOTION**
30

31 **Norb Thomas moved to direct staff to amend the Resolution to limit any boarding to**
32 **animals having medical procedures only. Mr. Pueschel seconded the motion. The**
33 **motion carried 6-0.**
34

35 **Morris Osborn moved to recommend approval of Resolution 2014-20 with the**
36 **amendment. Norb Thomas seconded the motion.**
37 **The motioned carried 6-0.**
38

39 2) 11529 US Hwy 441 (ARG Investment, LLC) – Annexation & Rezoning
40 Ordinance 2014-13
41

42 Jacques Skutt, Community Development Director provided the following staff report;
43

44 The subject property is located at the north side of U.S. 441 west and adjacent to the Dollar
45 General Store. 7th Sunfish Street, a private easement owned by Concept Development (Dollar
46 General) provides access to the store, marina, Palm Gardens and the Water Authority property
47 to the north. It is necessary to annex this easement to maintain contiguity to our city
48 boundaries. The property is 11.4 acres in size. Approximately 5 acres of this property are
49 classified as wetlands. The property is currently being used for boat, trailer and RV sales and
50 storage and as a marina. These uses will continue as legal non-conforming uses. The owner's
51 long range plan is to redevelop this property in conformity with the city's Highway Commercial

1 zoning regulations. City water and sewer utilities are available to this property. Connection to
2 these utilities will be required within 180 days after notice is given by the City's Utility Director
3 as per Sec. 17.21 of the City's Land Development Regulations or as a condition of property
4 redevelopment, whichever occurs first. The City is concurrently processing a future land use
5 map amendment to re-designate the property from Lake County Urban Medium Density to City
6 of Tavares Commercial on the Future Land Use Map 2020.

7
8 During the public comment period of the meeting, Chris Dinklage of communicated that he was
9 available to answer any questions related to the project.

10
11 In response to a question, Mr. Skutt explained that the City's long term goal is to expand the City's
12 western boundary through an Interlocal Service Boundary Agreement and a series of voluntary
13 annexations

14
15 There was discussion about the provision of water and sewer utilities.

16
17 **MOTION**

18 **Mr. Stomp moved to recommend approval of Ordinance 2014-13. The motion was seconded by**
19 **Mr. Pueschel. The motion carried 6-0.**

20
21 3) 11529 US Hwy 441 (ARG Investment, LLC) - LSFLUM Ordinance 2014-14

22
23 Jacques Skutt, Community Development Director provided the following staff report;

24
25 Ordinance 2014-14 proposes a large scale amendment to the Future Land Use Map 2020 of the
26 Comprehensive Plan.

27
28 The subject property (Parcel Alternate Key Numbers 1811996 & 1586542) is 11.4 acres in
29 size, located at the north side of U.S. 441 west of and including 7th Sunfish Street. The
30 property abuts a Dollar General Store. The property is currently being used for boat, trailer and
31 RV sales and storage and as a marina. The owner's long range plan is to redevelop this
32 property in conformity with the city's Highway Commercial zoning regulations. An application to
33 annex and rezone this property to a Highway Commercial designation is concurrently under
34 consideration. This ordinance would amend the current Future Land Use Designation from
35 Lake County Urban Medium Density to City Commercial.

36
37 **Future Land Use Amendment**

38 The city is required to place a future land use designation on annexed property. The subject property is
39 currently designated County Urban Medium Density. A City Commercial designation is most compatible
40 with surrounding property.

41
42 **Compatibility**

43 Properties adjacent and across the road from this property, both in the County and the City are commercial
44 in nature.

45
46 **Site Conditions**

47 The property is currently being used for boat, trailer and RV sales and storage and as a marina.
48 Approximately 5 acres of the property are designated as wetlands. Prior to any redevelopment, an
49 approved site plan will be required. All applicable environmental assessments and permitting must be in
50 place before the site plan is approved.

51
52 **Impact on City Services**

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: September 17, 2014**

AGENDA TAB NO. 6

**SUBJECT TITLE: Resolution #2014-27 – Joint Participation Agreement with FDOT
for Construction of Sidewalk on SR 19**

OBJECTIVE:

Consideration of approval of Resolution #2014-27 to authorize the City Administrator to sign a Joint Participation Agreement (JPA) with FDOT that will provide 100% funding for construction and construction oversight for a sidewalk on the west side of SR 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff in an amount not to exceed \$118,174.00.

SUMMARY:

Previously, a Joint Participation Agreement (JPA) with FDOT (Resolution #2014-08) was approved by Council and executed on March 13, 2014 for the design of a Sidewalk along the West Side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road". The design is being reviewed for approval by FDOT.

In order to assure funding is in place, FDOT recommends that the City enter into a new Joint Participation Agreement (JPA) between the City of Tavares and the Florida Department of Transportation (FDOT) for the actual construction itself. Funding in the amount of \$118,174 will be earmarked for this project. The estimated cost of construction is \$103,074 which leaves \$15,100 for construction oversight depending on the results of the bid. The breakdown of the construction costs of \$103,074 is attached to the agenda summary.

OPTIONS:

- 1) Move to approve Resolution #2014-27 authorizing the City Administrator to execute a Joint Participation Agreement with FDOT for the construction of a sidewalk on the west side of SR 19 between Slim Haywood Avenue and Lane Park Road/Lane Park Cutoff Road to accept the funding from FDOT in an amount not to exceed \$118,174.00.
- 2) Do not approve Resolution #2014-27

STAFF RECOMMENDATION:

Move to approve Resolution #2014-27 authorizing the City Administrator to execute a Joint Participation Agreement with FDOT for the construction of a sidewalk on the west side of SR 19 between Slim Haywood Avenue and Lane Park Road/Lane Park Cutoff Road to accept the funding from FDOT in an amount not to exceed \$118,174.00.

FISCAL IMPACT:

\$118,174 will be provided from FDOT to cover the construction and construction oversight services for this sidewalk with no matching city requirement.

LEGAL SUFFICIENCY: Legally sufficient

RESOLUTION 2014 - 27

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION THE JOINT PARTICIPATION AGREEMENT FOR PROJECT 435674-1-58-01 RELATED TO THE CONSTRUCTION OF A SIDEWALK ON STATE ROAD 19.

WHEREAS, the State of Florida Department of Transportation and the City of Tavares desire to facilitate the construction of a sidewalk along the west side of State Road 19 from Slim Haywood Avenue to Lane Park Road/Lane Park Cutoff Road;

WHEREAS, the State of Florida Department of Transportation has requested the City of Tavares to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN **435674-1-58-01** .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tavares that John H. Drury, City Administrator is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN **435674-1-58-01**.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this 17th day of September, 2014.

Robert Wolfe, Mayor

ATTEST:

Nancy A. Barnett, City Clerk
Date: _____

APPROVED AS TO FORM:

Robert Q. Williams, City Attorney
Date: _____

SR 19 SIDEWALK - COST ESTIMATE

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
101 - 1 -	MOBILIZATION	LS	1	\$8,000.00	\$8,000.00
102 - 1 -	MAINTENANCE OF TRAFFIC	LS	1	\$1,500.00	\$1,500.00
104 - 10 - 3	SEDIMENT BARRIER	LF	7,000	\$0.96	\$6,720.00
110 - 2 - 1	CLEARING & GRUBBING	AC	0.70	\$10,420.89	\$7,294.62
522 - 1 -	CONCRETE SIDEWALK, 4" THICK	SY	1,874	\$29.73	\$55,714.02
522 - 2 -	CONCRETE DRIVEWAY, 6" THICK	SY	85	\$39.46	\$3,354.10
527 - 1 -	DETECTABLE WARNING	EA	6	\$402.90	\$2,417.40
570 - 1 - 2	PERFORMANCE TURF (SOD)	SY	1,625	\$2.29	\$3,721.25
710 - 11 - 123	PAINTED PAVEMENT MARKINGS, STANDARD WHITE, SOLID, 12"	LF	280	\$0.58	\$162.40
710 - 11 - 125	PAINTED PAVEMENT MARKINGS, STANDARD WHITE, SOLID, 24"	LF	110	\$1.12	\$123.20
	PULL BOX	EA	3	\$487.50	\$1,462.50
	DIRECTIONAL BORE	LF	130	\$18.50	\$2,405.00
	SIGNAL CABLE	LS	1	\$2,000.00	\$2,000.00
	PEDESTRIAN SIGNAL POLE	EA	3	\$900.00	\$2,700.00
	PEDESTRIAN SIGNAL	EA	3	\$1,200.00	\$3,600.00
	CONTROLLER MODIFICATION	LS	1	\$2,000.00	\$2,000.00

TOTAL	\$103,174
--------------	------------------

Financial Management No.: 435674-1-58-01 Agency: City of Tavares Contract No.:	Fund: DDR Function: 215 Contract Amount: \$118,174.00	FLAIR Approp: 088716 FLAIR Obj.: 563006 Org. Code: 55054010508 Vendor No.: F596000438 009
--	---	--

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF TAVARES

This Agreement, made and entered into this _____ day of _____, 2014, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF TAVARES**, Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated the ____ day of _____, 2014, a copy of which is attached hereto as Exhibit "G" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Construction of a Sidewalk along the West Side of State Road 19 from Lane Park Road/Lane Park Cutoff Road to Slim Haywood Avenue", in Fiscal Year 2014/2015, said Project being known as FM #435674-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by _____ in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services to construct the Project which consists of: five (5) foot wide sidewalk, pedestrian signals, and pavement markings, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

D. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT,

suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Two (2) copies of the design plans, engineers estimate, permits, drainage and/or structural calculations, geotech, specifications and any other documentation that would relate to design, shall be provided to the DEPARTMENT'S Design Project Manager, at the address listed on Page 14. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. All changes requested by the DEPARTMENT shall be made by the LOCAL GOVERNMENT and final corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact, address listed on page 14, or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

F. The LOCAL GOVERNMENT shall hire a DEPARTMENT prequalified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

G. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

H. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

I. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

J. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

K. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

L. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

M. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the perpetual maintenance of the facilities constructed under this agreement.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$118,174.00 (One Hundred Eighteen Thousand One Hundred Seventy Four Dollars and No/100)**. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$118,174.00 (One Hundred Eighteen Thousand One Hundred Seventy Four Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear

all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2. I. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. L. was met.

iii) The LOCAL GOVERNMENT may receive progress payments for actual costs of deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

iv) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain all or a portion of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

D. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established

pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

F. In the event this Agreement is in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made

shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

G. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

H. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT’S Office of Inspector General (OIG) and Florida’s Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

I. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, Exhibit “F” to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources

received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions in OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, Exhibit "F" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit

conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Office of Comptroller, M.S. 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise

utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

Teresa R. Hutson
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
PH: 386-943-5486
Teresa.hutson@dot.state.fl.us

Ed Kestory
Design Project Manager/MS 2-544
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5415
ed.kestory@dot.state.fl.us

Vincent Vacchiano
Construction Project Manager/MS 3-506
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5406
Vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Chris Thompson
Public Works Director
201 East Main Street
Tavares, Florida 32778
PH: 352-742-6221
CThompson@Tavares.org

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this ____ day of _____, 2014, and the DEPARTMENT has executed this Agreement this ____ day of _____, 2014.

CITY OF TAVARES

By: _____

Name: _____

Title: _____

As approved by the Board on:

Attest:

Legal Review:

City Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Frank J. O'Dea, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
the Office of the Comptroller on:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 435674-1-58-01

Project Description and Limits of Construction:

The improvements under this Agreement consist of construction of a five (5) foot wide sidewalk, pedestrian signals, and pavement marking along the west side of State Road 19 from Lane Park Road/Lane Park Cutoff Road to Slim Haywood Avenue, (Section 11080000: Milepost 3.868 to milepost 4.584). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

Deliverables:

The scope of work includes the following deliverables:

- Design and Construct a five (5) foot wide sidewalk on the west side of State Road 19.
- Provide pedestrian signal features as needed.
- Provide pavement markings, as needed.

EXHIBIT "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 435674-1-58-01

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$118,174.00 (One Hundred Eighteen Thousand One Hundred Seventy Four Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE
Financial Management Number: 435674-1-58-01

Advertises for bids	10/26/2014
Bids Construction (bid opening)	11/20/2014
Select Construction Firm (City approval)	12/3/2014
Give NTP	12/8/2014
Earliest Construction Start	12/15/2014
Latest Construction Finish	3/15/2015
Construction Contract Closeout	3/31/2015
Final Invoice and Closeout Documentation to the Department	4/6/2015

EXHIBIT "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2014, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall utilize only a DEPARTMENT prequalified prime contractor for the Project.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2014 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2014 Roadway and Traffic Design Standards, and as

those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-000). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2014 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "E"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And the CITY OF TAVARES

PROJECT DESCRIPTION: Construction of a Sidewalk along the West Side of State Road 19
from Lane Park Road/Lane Park Cutoff Road to Slim Haywood Avenue

FINANCIAL MANAGEMENT ID# 435674-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby provides notification that the work authorized by this Agreement is
complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby certifies that all work which originally required certification by a
Professional Engineer has been completed in compliance with the Project construction plans and
specifications. If any deviations have been made from the approved plans, a list of all
deviations, along with an explanation that justifies the reason to accept each deviation, will be
attached to this Certification. Also, with submittal of this certification, the LOCAL
GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the
Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "F"

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

NOT APPLICABLE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - _____
\$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT "G"

RESOLUTION

Financial Management Number: 435674-1-58-01

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: SEPTEMBER 17 , 2014**

AGENDA TAB NUMBER: 7

SUBJECT TITLE: APPROVAL OF AGREEMENT TO LEASE VACANT PROPERTY FOR PARKING FOR THE PAVILION ON THE LAKE

OBJECTIVE:

To have City Council consider approval of an Agreement to lease vacant property for parking for the Pavilion on the Lake in the amount of \$500.00 per month.

SUMMARY:

With the opening of the Pavilion on the Lake, vehicle parking can be a challenge for people attending events at the Pavilion especially on weekends when other events are being held at Wooton Park.

Staff has negotiated the attached proposed lease for a guaranteed two year term at a cost of \$500 per month. Upon mutual agreement, the lease can be extended for up to two additional one-year terms. The City would be responsible for the cost of fencing (estimated at \$5,500) and any other site improvements such as grading and other surfacing materials (to be completed in-house). At the end of the initial two years, if the land owner does not agree to an additional one-year rental, the land owner will reimburse the City for 50% of the improvements made by the city such as fencing not to exceed \$5,000. The City has the right to sub-lease the property to other groups like the Antiques Classic Boat Regatta organization and may initiate a charge for the exclusive use of the parking area.

OPTIONS:

1. That the City Council approves the attached Agreement to lease the property to be used for additional parking for the Pavilion on the Lake and other City events.
2. That the City Council not approve the attached Agreement.

RECOMMENDATION

Staff recommends that the City Council approve the attached Agreement to lease property to be used for additional parking for the Pavilion on the Lake and other City events.

FISCAL IMPACT:

It is anticipated that rental income from sub-leasing the parking lot to others combined with income from pavilion rentals would be sufficient to cover this \$500 monthly rental fee. There are sufficient funds in the budgeted pavilion parking lot improvement budget of \$58,407 to cover the fencing which is estimated at \$5,500.00.

LEGAL SUFFICIENCY:

The proposed Agreement was prepared by the City Attorney.

**LEASE AGREEMENT BETWEEN
CITY OF TAVARES, FLORIDA
AND NICHE DEVELOPMENT, LLC & QUEEN CITY
PROPERTIES HOLDING COMPANY, LLC**

THIS LEASE Agreement is made between the CITY OF TAVARES, FLORIDA, a Florida municipal corporation, hereinafter the "City", by and through its City Council, and NICHE DEVELOPMENT, LLC, and Florida limited liability company and QUEEN CITY PROPERTIES HOLDING COMPANY, LLC, a North Carolina limited liability company, authorized to do business in the State of Florida, its successors and assigns, hereinafter collectively referred to as the "Lessor".

WHEREAS, the Lessor is the owner of land located at Alternate Key #1276683 (hereinafter "Land"); and

WHEREAS, the City desires to lease such Land for a City parking lot, subject to the terms of this Agreement (hereinafter "the Lease").

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:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Lease Term.** The term of the Lease between the Lessor and the City for the Land shall commence on October 1, 2014, and shall be for a term of two (2) years, expiring on at midnight on September 30, 2016. The City may, if not in default under the terms and provisions of the Lease, renew this Lease for two (2) additional one (1) year terms, provided the rent for each such extension, if exercised, shall be increased by ten percent (10%). The City shall provide the Lessor with thirty (30) days' notice prior to the expiration of the Lease, or any renewal thereof, that the City intends to renew the Lease.
3. **Rent.** The City agrees to pay, without demand, to Lessor as rent for the Land during the term of this Lease, as follows:
 - (a) The rent for the initial term shall be FIVE HUNDRED DOLLARS and NO/100 (\$500.00) per month, payable on the first day of each month beginning on the October 1, 2014 and on the 1st day of each month thereafter. The rent for each additional extension, if exercised, shall be increase by ten percent (10%) for each extension.
 - (b) Rent payments shall be payable to Lessor and paid in advance, in the specified monthly installments set forth above, plus applicable sales tax. All

payments required by this paragraph are due and payable from City to Lessor at 18097 U.S. Highway 441, Suite B, Mount Dora, FL 32757.

4. Use of Land during Lease Term. Both parties understand that the City will use the Land over the term of the Lease for parking.

5. Right of City to Make Additional Improvements; Termination. The City, without prior written approval of Lessor, may make improvements to the Land, including but not limited to fencing, grading the Land, installation of sod and/or gravel. The City shall be responsible for the cost of all improvements, including payment of any permitting fees due based on said improvements. At the termination of this Lease, all improvements made to the Land by the City shall become the property of the Lessor with the following conditions:

(a) In the event City elects not to extend the lease after the initial two (2) year term, Lessor shall reimburse the City fifty (50%) percent of the costs of improvements made by the City to the Land, up to a total of \$5,000.00.

(b) In the event the City extends the Lease for one or both or the renewal options in paragraph 2, all improvements made to the Land by the City shall become the property of the Lessor at the time of the termination of the Lease, and no reimbursement shall be made to the City for said improvements.

(c) Notwithstanding any provision in this lease to the contrary, the Lessor may unilaterally terminate this lease for its convenience at the end of the initial two (2) year term. In such event, Lessor shall reimburse the City fifty (50%) percent of the costs of improvements made by the City to the Land, up to a total of \$5,000.00.

6. Insurance. The City shall maintain full insurance coverage on the City's use of the Land and shall provide to the Lessor proof of insurance, certificates or other evidence satisfactory to Lessor that insurance is maintained as required under this Lease.

7. Subletting. The parties agree that the City shall have the right to sublease the Land during City events and/or in order to support other City activities. The Lessor hereby consents to the City subletting the Land and any Sublease contemplated thereby, under the following conditions:

(a) Lessor's consent to any such Sublease shall not be deemed to be a consent to the City subleasing of any portion of the Land under different terms than those stated above in paragraph 7. The City shall provide Lessor with a fully-executed copy of any Sublease promptly after execution.

(b) The City acknowledges that (i) The City shall remain primarily liable for, and shall not be released from, the full and faithful performance of all terms

and conditions of this Lease, notwithstanding the existence of (and Lessor's consent to) any Sublease, or any breach committed by Subtenant under any Sublease, and (ii) Lessor shall be entitled to pursue all remedies available in the event of the City's breach of this Lease, without regard to the performance or nonperformance of the terms of any Sublease by Subtenant.

8. Remedies. Upon default by either party under this Lease, the non-defaulting party may avail itself of any remedy available pursuant to Florida law, including terminating the remainder of this Lease agreement.

9. Scope of Agreement. 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.

10. Waiver. 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.

11. Severability. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the _____ day of _____, 2014.

CITY OF TAVARES

ATTEST:

Nancy Barnett
Its: City Clerk

By: Robert Wolfe
Its: Mayor

NICHE DEVELOPMENT, LLC

Signature

Printed Name

By: _____
Its: _____

Signature

Printed Name

QUEEN CITY PROPERTIES HOLDING
COMPANY, LLC

Signature

Printed Name

By: _____

Its: _____

Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Robert Wolfe, the Mayor of the City of Tavares, Florida, who [] is personally known to me or [] who has/have produced _____ as identification.

Notary Signature

Commission Expiration Date:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of Niche Development, LLC, who [] I is personally known to me or [] who has/have produced _____ as identification.

Notary Signature
Commission Expiration Date:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of Queen City Properties Holding Company, LLC, who I is personally known to me or who has/have produced _____ as identification.

Notary Signature
Commission Expiration Date:

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: SEPTEMBER 17, 2014**

AGENDA TAB NO. 8

SUBJECT TITLE: Consideration of the City exercising its option to purchase the Clerk's Records Center building property for redevelopment as the Tavares Square

OBJECTIVE:

To consider approval of the City exercising its option to purchase the Clerk's Records Center building property for redevelopment as the Tavares Square

SUMMARY:

In June 2010, the City of Tavares and Lake County entered into an interlocal government agreement that gave the City an exclusive option to purchase the Clerk's Record Center building and property bounded by Main and Ruby Streets and Rockingham and New Hampshire (See attached "Interlocal Agreement"). Per the Interlocal agreement the City can exercise its option to purchase the property between October 1, 2014 and May 1, 2015. If it does not exercise its option the building remains a County building in perpetuity or until such time as the County elects to sell it. It currently is tax exempt property, utilized by the Clerk, owned by the County and takes up the better part of an entire city block.

By way of background, in August 2008 the City adopted a Downtown Tavares Redevelopment Master Plan based upon Tavares citizen's visioning process that had occurred the prior year in addition to a series of public master planning meetings as well as a joint meeting with the Community Redevelopment Area Advisory Committee (CRAAC) and the Planning Board. One of the recommendations contained in the report (pages 109-3F and 111-3F of the Master Plan) calls for the development of Tavares Square (Town Plaza) on the block currently occupied by the Clerk's Record Center (See rendering of plaza attached). The Master Plan envisions razing the Clerk's Record Center building and the creation of an open space public square plaza for approximately 2/3 of the property with 1/3 being sold to the private sector for redevelopment into high density commercial and residential components. The open space public plaza would create a vista gateway to Wooton Park creating a one of a kind destination for Lake County.

In addition to the goals of 1) creating a public plaza with vista gateway to Wooton Park 2) creating economic investment opportunities by redeveloping 1/3 of the property by the private sector, and 3) putting some of the property back on the tax rolls to contribute to the tax base, the Council at the time desired to move all

County Government functions to the County Campus that surrounds the new Freedom Flag traffic circle. The County, at that time agreed and thus, the judicial building that the County was developing at this time was sized to consolidate and accommodate the Clerks functions that are currently handled out of this "Records Center Building". The County has since indicated that relocating the Clerks functions are problematic because the County did reduce the size of the judicial complex. Recently County Officials (County Chairman, County Manager and County Attorney) met with City Officials (Mayor, City Manager, City Attorney) to explore the option of the city delaying the purchase of the Clerks Records Building for eight (8) years to accommodate the County's space problems that were created when they down sized the judicial building.

The acquisition of the Clerk's Record Center property is the first step to be taken in the development of Tavares Square and related commercial and residential development. In order to begin the development of the Tavares Square concept, the City will need to exercise its option to purchase the property from the County by May 1, 2015. The agreement does call for the City to hire an MAI Appraiser to conduct an appraisal of the property to be used in determining the purchase price. The County has the right to also obtain an appraisal and the average of the two appraisals shall set the purchase price. Upon acquisition of the property by the City, the County has the right to lease back the building for not more than one year at fair market rental value.

If the City were to exercise its option to purchase the property one scenario that could result if the property were to appraise at \$800,000 (**Note: No appraisal has been conducted**) is as follows:

- The City could do internal borrowing where the General Fund would borrow \$800,000 from the Utility Enterprise reserve account (it currently has a balance of \$4,850,345.00) at the going interest rate under a 20 year note with no prepayment penalties.
- The City would then purchase the Clerks Record Building for cash and lease it back to the County for one year per the agreement. The annual debt service payment for this internal borrowing program would be less than \$80,000 per year. The first year lease payment from the County to the City would be approximately \$80,000 and would go towards reducing the loan.
- The salvage value of the building and generator would be approximately \$120,000 and would go towards reducing the loan.
- If the city sold the development rights for 1/3 of the property to a private developer for \$400,000 that too would go towards reducing the loan (Developer would be responsible for raising the Clerks Building).

- The remaining balance on the internal loan would then be approximately \$200,000. This could be paid off by the General Fund in approximately five (5) years with \$45,000 annual payments to the Utility Enterprise Fund.
- If the property is appraised at a higher number then all of the above numbers go up proportionately, if appraised at a lower number then all the above numbers go down proportionately.

OPTIONS:

1. That Council moves to approve exercising its option as of October 1, 2014 to acquire the Clerk's Record Center property, have an MAI appraisal done on the property and direct staff to bring back for Council consideration the appraisal and a detailed financing plan to cover the cost of purchasing the property
2. That Council direct staff to work with the County to delay the purchase of the property for some length of time under new terms and conditions.
3. That Council moves not to approve the acquisition of the property.

STAFF RECOMMENDATION:

That Council moves to approve exercising its option as of October 1, 2014 to acquire the Clerk's Record Center property, have an MAI appraisal done on the property and direct staff to bring back for Council consideration the appraisal and a detailed financing plan to cover the cost of purchasing the property.

FISCAL IMPACT: Appraisal will cost approximately \$2,000.

LEGAL SUFFICIENCY: Legally sufficient.

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY, FLORIDA

AND

CITY OF TAVARES

REGARDING THE CLERK'S RECORD CENTER BUILDING

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

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

WHEREAS, County owns property located at 122 East Main Street in Tavares, Florida 32778, also known as Clerk's Record Center building (hereinafter referred to as "Property"); and

WHEREAS, City of Tavares Ordinance 2007-18 required County to sell Property upon completion and occupancy of the Judicial Center building authorized to be constructed or expanded by the ordinance; and

WHEREAS, City still desires the County to sell the Property; however, the City, as provided by City of Tavares Ordinance 2010-08, desires to enter into this agreement to solidify the terms of sale, which terms shall supercede those set forth in Ordinance 2007-18; and

WHEREAS, County desires to grant to the City an exclusive option to purchase the Property upon the terms described herein and if exercised, abide by the provisions set forth herein; and

NOW THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, County and City do hereby agree as follows:

Section 1. Recitals.

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

Section 2. Records Center Building.

A. County hereby grants to the City the exclusive option to purchase Property located at 122 East Main Street, Tavares, Florida 32778. Upon notice that the City intends to exercise its option, the parties will enter into a purchase agreement. The City's purchase option may be exercised by the City, in writing, at any time between October 1, 2014, and May 1, 2015, at which later date the option shall expire unless it has been exercised. If the City exercises the purchase option, the closing on shall be sixty (60) days following the exercise of the option unless the parties agree to extend that closing date.

B. Upon the City exercising its option to purchase the Property, the parties shall attempt to agree to a MAI appraiser to determine fair market value which will be the purchase price. The cost of the MAI appraiser will be borne equally between the parties. If the parties cannot decide upon a MAI appraiser, each party will select its own MAI appraiser, with each party paying for its own appraisal, and the purchase price being the average between the two appraised values. If the City is not satisfied with the purchase price, the City, at its sole option, may terminate the Purchase Agreement within thirty (30) days of receipt of the appraisal.

C. At closing, if requested by the County, the City agrees to enter into a lease agreement with the County to allow the Clerk of Court to lease back the the Property at fair rental value, for a term not to exceed one (1) year following the closing date. The lease shall permit the County to terminate the lease at any time without penalty. In the event the parties cannot agree on a fair rental value, fair rental value shall be determined by obtaining appraisal(s) as provided in Section B of this agreement.

Section 3. Termination of the Option.

The option provided herein shall be extinguished if the City notifies County in writing that it will not be exercising its option to purchase the Property or if City does not exercise its option to purchase the Property on or before May 1, 2015.

Section 4. Use of Parking Lot.

The parties agree that the City may use the parking lots on the Property on nights and weekends for public parking and special events, without charge. The City agrees to clean up the parking lots after each such use and, to the extent permitted by law and without waiving sovereign immunity, to indemnify the County for any damage or loss the County may incur by reason of the City's use of those parking lots.

Section 5. Amendments to Agreement.

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

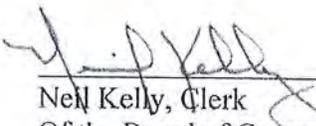
Section 6. Effective Date.

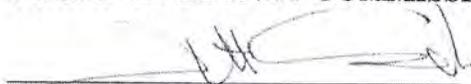
This Agreement shall become effective upon the date that the last party hereto executes it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing through its Chairman, authorized to execute same by Board action on the 15th day of June, 2010 and by City of Tavares action on the 14th day of May 2010, signing by and through its Mayor, its representative duly authorized to execute the same.

ATTEST:

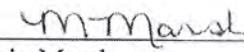
**LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS**


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


Welton G. Cadwell, Chairman

This 17th day of June, 2010.

Approved as to form and legality:


Melanie Marsh
Acting County Attorney

Interlocal Agreement Between Lake County, Florida and City of Tavares

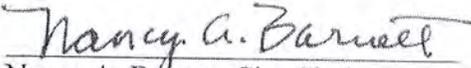
CITY OF TAVARES



Robert Wolfe, Mayor
Tavares City Council

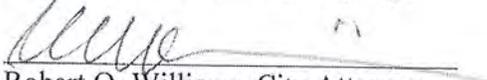
This 14th day of June, 2010.

ATTEST:



Nancy A. Barnett, City Clerk

Approved as to form and legality:



Robert Q. Williams, City Attorney

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 17, 2014**

AGENDA TAB NO. 9

SUBJECT TITLE: Collective Bargain Agreement between the City of Tavares and the Police Benevolent Association 2014

OBJECTIVE: To present and approve the proposed Collective Bargaining Agreement (CBA) between the City of Tavares and the Police Benevolent Association. (This item was tabled at the September 3, 2014 Council Meeting until the members could complete their voting process.)

SUMMARY: The members of the negotiations team representing the City (Councilmember Norm Hope, City Administrator John Drury, and Police Chief Stoney Lubins) have met with representatives of the Police Benevolent Association, Corporal Jason Baugh and Steve Micciche from the Central Florida PBA over the last several months for the purpose of negotiating the union contract. Those negotiations have concluded. The negotiated contract (attached) is now being brought to City Council for final approval. PBA has voted to approve the contract.

Salient points are:

- Health Insurance same as all general employees.
- Wage increase same as all general employees (3%).
- Unit members designated as Field Training Officers receive 2 extra hours (change from one extra hour) of pay for each shift of training.
- Unit members assigned to work in CID as investigators compensated at \$38.46 per pay period (previously \$25.00)
- Any officer on extended leave (five shifts or more) who is assigned a take home vehicle shall park the vehicle at the Police Department (changed from three days)
- Corporal Positions: All current 11 Corporal positions eliminated. A new competitive examination and testing promotional procedure created for four (4) road patrol Corporal positions. Those who successfully compete and make the rank of Corporal receive a onetime 5% pay increase.

OPTIONS:

Option 1: Approve the proposed Collective Bargaining Agreement

Option 2: Reject the proposed Collective Bargaining Agreement and direct Staff to proceed in a different direction.

STAFF RECOMMENDATION:

Move to approve the proposed Collective Bargaining Agreement.

FISCAL IMPACT:

The 3.0% COLA and Corporal positions were previously budgeted in the fiscal year 2015 budget that Council is deliberating. The 3% COLA equates to \$35,276 (excludes benefits), and the Corporal positions equate (estimate) to \$8,187.00 (excludes benefits) for the next fiscal year.

LEGAL SUFFICIENCY: Yes

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF TAVARES AND
THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

October 1, 2014 to September 30, 2017

**Collective Bargaining Agreement
between Florida Benevolent Association Inc.
and
City of Tavares**

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1 **ARTICLE I: RECOGNITION AND INTENT**

2 **Section 1.1: Parties.**

3 This Agreement (hereinafter "Agreement," "CBA" or "Contract") is entered into by
4 and between the City of Tavares (hereinafter, "Employer" or "City") and the Florida
5 Police Benevolent Association, Inc. (hereinafter, the "PBA" or "Union").

6 **Section 1.2: Recognition.**

7 The City hereby recognizes the Union as the exclusive bargaining
8 representative for all employees in the unit certified by the Public Employees Relations
9 Commission certification in Case No. RC1803.

10 **Section 1.3: Entire Agreement.**

11 This Agreement which becomes effective upon execution by all parties
12 constitutes the entire Agreement and understanding between the parties and, subject to
13 applicable law, shall not be modified, altered, changed or amended in any respect
14 except on mutual agreement set forth in writing and signed by authorized
15 representatives of both parties.

16

17

18 **Section 1.4: Effect of Laws and Ordinances.**

19 In the event that any of the provisions of this Agreement shall be held in violation
20 of any federal or state law as applied to this specific Agreement, such determinations
21 shall not in any way affect the remaining provisions of this Agreement, unless otherwise
22 provided by law.

23

24

25

26 **ARTICLE 2: DECLARATION OF PRINCIPALS**

27 **Section 2.1: Gender Reference**

28 The use in this Agreement of the designation "he" in referring to any employee shall
29 mean "he" or "she" wherever used and is used for convenient purposes only.

30

31

32 **ARTICLE 3: UNION SECURITY AND CHECKOFF**

33 **Section 3.1: Dues.**

34 The Employer will deduct bi-weekly Union dues from the paychecks of those Unit
35 members who authorize such deduction in writing in the manner allowed by law.
36 Deductions will begin the second pay period after the Employer receives such written
37 authorization. No deduction shall be allowed for payment of initiation fees, assessment
38 or fines.

39 **Section 3.2: Amount.**

40 The Union will notify the City Director of Human Resources (hereinafter "HRD")
41 as to the amount of dues. This notice must state the biweekly amount in dollars and
42 cents for each individual member. The City shall charge the deduction as soon as
43 practically consistent with its normal bookkeeping procedures, but no less than thirty
44 (30) days after the change is certified to the HRD, so long as the certification is legally
45 sufficient.

46 **Section 3.3: Remittance.**

47 With written instructions provided by the Union and a written authorization from
48 the unit member acceptable to the City, the City will deduct Union members' dues by
49 way of bi-weekly payroll deduction. Payroll-deducted Union dues will be provided to the

50 Union by direct deposit to the Union's account. Direct deposits will cease upon written
51 notice, next payroll following written notice from the employee of same.

52 **Section 3.4: Recourse.**

53 If there is an amount deducted in excess of what is authorized by the unit
54 member, the City will reimburse the member provided a timely grievance is filed if the
55 excess deduction was made as a result of a mistake by the City; otherwise, the member
56 shall have recourse only against the Union.

57 **Section 3.5: Minimum Pay.**

58 No deduction shall be made from the pay of any payroll period in which the
59 member's net earnings for that payroll period, after other authorized or legally required
60 deductions, are less than the amount of dues to be checked off.

61 **Section 3.6: Withdrawal.**

62 Any member can stop payroll deduction by giving written notice to the Employer
63 and the Union. The Employer shall stop the deductions thirty (30) days after receipt of
64 written notice from the member.

65

66

67 **Section 3.7: Indemnity.**

68 The Union will indemnify, defend, and hold the City harmless against any and all
69 claims, demands, or suits or other forms of liability that shall arise out of, or by reason of
70 action taken or not taken by the City on account of payroll deductions of Union dues.

71

72 **ARTICLE 4: UNION BUSINESS AND SERVICES**

73 **Section 4.1: Representation and Notice.**

74 The Union shall be represented by its designated officials. The Union shall notify
75 the HRD in writing of the names of its representatives, as well as any designated
76 substitutes. The City is not required to deal with any employee as a representative of
77 the Union except its designated officials.

78 **Section 4.2: Activities.**

79 A. The Union Representatives, or designees, shall carry out their activities in
80 on behalf of the PBA, including investigating or settling grievances, during their non-
81 working hours unless they obtain prior permission from the Chief, or his designee, so
82 long as there is no interference with the work activities of the member or the mission of
83 the Department. When the Union Representative, or his designee, is engaging in such
84 activities while on duty, there shall be no loss of pay. When the Union Representative,
85 or his designee, is engaging in such activities when they are off duty, they shall not be
86 entitled to pay.

87 B. The Union Representative, or his designee, shall be allowed to
88 communicate official Union business to members in non-work areas during non-working
89 time so long as it does not interfere with Departmental operation.

90 C. The PBA may designate bargaining unit members to serve on its Contract
91 Negotiations Committee (CNC). Unit members serving on the CNC who are not on their
92 regularly scheduled shifts during negotiations shall not be compensated by the City.
93 Members of the PBA CNC who are on their regularly scheduled shifts during
94 negotiations shall suffer no loss of pay or benefits for such time in actual negotiation
95 sessions subject to approval by the Police Chief. No more than three (3) such members
96 shall be so paid.

97 **Section 4.3: Time.**

98 It is expected that the investigation and processing of grievances, shall occur
99 either on duty or off-duty, of by those involved. if on duty unit members shall be suffer
100 no loss of pay subject to the approval of the Police Chief.

101 **Section 4.4: Visitation.**

102 The Chief, or his designee, shall permit one authorized non-employee Agent of
103 the Union access to the Police Department to handle grievances arising under this
104 Agreement. The Agent designed to have access to the Department shall first obtain the
105 permission from the Chief, or his designee, which will normally be the ranking officer on
106 duty at the station at the time, before coming into any working area, and may, at the
107 option of the Chief, or his designee, be accompanied by a managerial employee in the

108 event the Union agent needs to visit a particular area of a station. The Agent will not in
109 any way interfere with the work of employees or the operations of the Department. If,
110 during a visit, the Agent wishes to have a private conversation with an employee, the
111 Chief, or his designee, will allow the same consistent with his determination of
112 operational needs and will designate the place the conversation with occur.
113 Authorization shall not be unreasonably withheld.

114 **Section 4.5: Solicitation and Distribution.**

115 Except as modified by this Agreement, the Union, its members, agents,
116 representatives and all persons acting on its behalf, including the Employer's
117 employees covered by this Agreement, are strictly prohibited by law and this Agreement
118 from soliciting any of the Employer's employees, for Union purposes, during the work
119 time of any employee involved, and from distributing Union literature in any work area.
120 "Work time" is any time, exclusive of breaks.

121 **Section 4.6: Time-Off Without Loss of Pay.**

122 With respect to disciplinary proceedings under the City Personnel Rules and
123 Regulations or this Agreement, bargaining unit members who participate in such
124 proceeding, including a PBA representative of the unit member, if any, shall be treated
125 the same as all other City employees with respect to time off and pay.

126 **Section 4.7: Bulletin Boards.**

127 The City agrees to set aside space for a bulletin board (not to exceed 30" by 24")
128 to be provided by the Union for its use in informing its membership as to official Union
129 business. It is however, agreed and understood that materials to be posted and emails
130 regarding official Union business, if such materials are derogatory, abusive, or critical
131 about any person, or City policy, practice, employees or officials are intemperate in
132 language and/or are not related to legitimate Union business, will be removed. The
133 bulletin board may not be used for any political purpose or to support or oppose any
134 political candidate or issue; provided however, it may be used for internal elections held
135 by the Union among its membership.

136 **Section 4.8: Information.**

137 A. The City shall provide the Union a copy of the names, rank and rate of pay
138 of bargaining unit members, upon written request by the Union, but not more often than
139 twice a year.

140 B. The City shall furnish the Union and its members upon written request, a
141 copy of all rules, regulations and policies applicable to the bargaining unit employees.

142 C. Any impact on wage, hours or terms and conditions of employment shall be
143 the subject of bargaining prior to implementation.

144 D. The City shall make available to all members of the bargaining unit upon
145 written request, all City-rules, regulations, and policies applicable to the bargaining unit
146 members.

147 **Section 4.9: Contract Orientation**

148 Within thirty (30) days after ratification and approval of this Agreement by the
149 parties, the City will schedule meetings with all bargaining unit members for the purpose
150 that the City and PBA hold contract orientation. All unit members are encouraged to
151 attend. On duty personnel will be allowed to attend, work load permitting.

152

153

154 **ARTICLE 5: MANAGEMENT RIGHTS**

155 **Section 5.1: Functions of Management.**

156 **Management Rights.**—It is the right of the public employer to determine unilaterally the
157 purpose of each of its constituent agencies, set standards of services to be offered to
158 the public, and exercise control and discretion over its organization and operations. It is
159 also the right of the public employer to direct its employees, take disciplinary action for
160 proper cause, and relieve its employees from duty because of lack of work or for other
161 legitimate reasons. However, the exercise of such rights shall not preclude employees
162 or their representatives from raising grievances, should decisions on the above matters
163 have the practical consequence of violating the terms and conditions of any collective
164 bargaining agreement in force or any civil or career service regulation.

165

166 **ARTICLE 6: GRIEVANCE AND ARBITRATION**

167 **Section 6.1: Grievance.**

168 A grievance is defined as a difference between the City and any unit member or
169 the PBA involving an alleged violation or misapplication of a provision of this
170 Agreement. When an Article or Section in this contract references or incorporates the
171 City Personnel Rules and Regulations, a claimed violation, misapplication or
172 misinterpretation of the PRR shall be subject to this Article. All grievances for
173 disciplinary matters involving one or more shifts of unpaid suspension, or termination,
174 may be appealed through the following steps.

175 **Section 6.2: Grievance Procedure.**

176 Whenever a grievance as specified in Section 6.1 arises between the City and
177 the unit members or the Union, the matter will be handled in accordance with the
178 following procedure.

179 Step 1: Within five (5) working days after the act or occurrence which
180 gives rise to the grievance, or the member knew or should have known of
181 such act or occurrence, whichever first occurs, the grievant shall meet to
182 discuss the grievance with the member's immediate supervisor in an
183 attempt to resolve same.

184 Step 2: If the grievance is not settled in Step 1 above, the grievant shall
185 reduce to writing the grievance, sign said grievance and provide copies to
186 the Chief of Police or his designee within ten (10) days of the act or
187 occurrence which gave rise to the grievance.

188 The written grievance must include:

- 189 a. A statement of grievance and a summary of the facts on
190 which the grievance is based.
191 b. The remedy requested.

192 A copy of the grievance form is hereby adopted and placed in the appendices.

193 Within five (5) calendar days of receipt of the written, signed grievance, the Chief,
194 or his designee, and the Union Representative, or his designee, shall meet to discuss
195 the grievance. Upon conclusion of the meeting, if the grievance is denied, the Chief or
196 his designee shall include the reason(s) for the denial.

197 Step 3: If the grievance is not settled in Step 2 above, within five (5)
198 calendar days of receipt of the Chief's or his designee's response in Step
199 2, the Union shall notify the City Administrator in writing of its appeal of the
200 grievance to Step 3. Within ten (10) calendar days of delivery of the
201 written notice of appeal to Step 3, the City Administrator or his designee
202 shall meet to discuss the grievance with the Union Agent. The City

203 Administrator shall respond in writing within ten (10) calendar days after
204 the meeting. If the grievance is denied, the City Administrator shall
205 include the reason(s) for denial.

206 The City Administrator may make written notification to the PBA, for an
207 extension of an additional ten (10) days if so desired of the time limit set
208 forth in this Step.

209 The unit member grievant shall be entitled to be present at any meeting held
210 under Step 2 or Step 3.

211 Failure of the City to adhere to the time limits set forth herein shall allow the
212 grievance to be prosecuted to the next level.

213 **Section 6.3: Arbitration.**

214 If the grievance is not resolved through above steps, the grievance may be
215 submitted to binding arbitration by the Union. Arbitration proceedings must be initiated
216 by serving of a written notification for arbitration by the Union within twenty (20)
217 calendar days after the City Administrators response. Submission to the arbitrator shall
218 be based exclusively on the written grievance as submitted in Steps 2 and 3 of the
219 grievance procedure and shall include a copy of this Agreement.

220 The arbitrator selected shall decide the dispute and such decision shall be final
221 and binding on the parties and the employees. The expenses of the arbitrator shall be
222 borne equally by the parties; and, each party shall be responsible for its own attorneys'
223 fees, and any court reporting services it wishes to use, in any arbitration proceeding.
224 On-duty personnel shall suffer no loss of pay.

225 The jurisdiction of the arbitrator is limited and confined to determining whether
226 there has been a violation of the terms of this Agreement. The arbitrator shall in no way
227 alter, amend, or modify the terms of this Agreement.

228 The time limits set forth are to be considered of the essence of the grievance and
229 arbitration procedure and failure of the member or the Union to meet any time limit set
230 forth therein shall be irrefutable and conclusively deemed to constitute waiver of the
231 grievance and acceptance of the City's position. The time limits may be extended in
232 writing by mutual consent of the parties.

233 A. Within twenty (20) calendar days from receipt of the notice of the intent to
234 invoke arbitration, the Union shall request a list of seven (7) arbitrators from the Federal
235 Mediation and Conciliation Service, all of whom must reside in the State of Florida. The
236 Union shall supply the City with a copy of the list of arbitrators. The Union and the City
237 will alternately eliminate one at a time from said list of names of persons until only one

238 remains, and that person will be the arbitrator. The City and the Union will alternate in
239 the right to first strike names in successive arbitrations.

240 B. As promptly as possible after the arbitrator has been selected, he should
241 conduct a hearing between the parties and consider the grievance. The decision of the
242 arbitrator will be served upon the member or members aggrieved the City and the Union
243 in writing. It shall be the obligation of the arbitrator to make his best effort to rule within
244 twenty-one (21) business days after the hearing.

245 **Section 6.4: Grievances by Non-Union Member.**

246 When the Union refuses to process a grievance for a unit member because of
247 the unit member's non-membership in the Union, the member shall have the right to
248 process a grievance through the normal city procedures offered to all non-union city
249 employees or under this Agreement, but cannot require arbitration of the grievance
250 unless the law requires otherwise, in which event, the member shall have all the rights
251 and assume all the burdens, limitations and obligations, including financial obligations,
252 of the Union under this Article and any other Article that may apply to his grievance. The
253 member will not be entitled to any other grievance process.

254 **Section 6.5: General.**

255 A. Each grievance shall be arbitrated in a separate proceeding unless the
256 parties mutually agree otherwise.

257 B. The filing of a grievance shall in no way interfere with the right of the City
258 to proceed to carry out its management responsibilities, subject to the final resolution of
259 the grievance.

260 C. The PBA shall have the right to bring a joint grievance on behalf of
261 bargaining unit members in its own name, concerning disputes relating to the
262 interpretation or application of this Agreement affecting two or more unit members. Such
263 grievances shall be initiated at Step of this procedure.

264

265 **Section 6.6: Time Off/Pay.**

266 Step 1 of the grievance procedure shall be carried out during the member's work
267 hours at a time and place designated by the Chief based on operational needs, and the
268 member shall lose no pay. The City shall determine when Steps 2 and 3 shall be
269 processed, and if the Step or Steps, including Arbitration, are processed during their
270 scheduled working hours, neither the Union Representative nor the grievant shall lose
271 pay. Unit member witnesses, other than grievant, whom the City Administrator may at
272 his option choose to interview shall lose no pay if interviewed during their working

273 hours, and if interviewed after or before such hours, shall be paid for such time as if
274 they were performing other work for the City. Otherwise, the City shall not be
275 responsible to pay any Union representative, officer or agent of the Union for any time
276 spent processing grievance matters, but will allow one such person plus the grievant per
277 grievance reasonable time off with pay for said activities upon reasonable prior notice if
278 in management's opinion work requirements will allow such absence.

279 In the event of a sustained disciplinary action involving a suspension [without
280 pay], the member may utilize available personal leave in lieu of a non-working unpaid
281 suspension.

282 **Section 6.7: Discipline Dispute Resolution Process - (DDRP).**

283 In cases involving alleged policy violations in an administrative investigation,
284 which may lead to discipline, a member may request a discipline dispute resolution
285 meeting (DDRM) at any time prior to final acceptance of discipline or a final decision by
286 the Chief or prior to filing a formal grievance. The meeting shall be held with a designate
287 police manager and include the member, member's representative and/or counsel

288 The purpose of the meeting will be to discuss potential discipline and/or
289 administrative charges to determine if a consensus resolution can be reached on the
290 appropriate charge(s) and discipline, if any.

291 If the parties reach a consensus, that consensus shall be reduced to writing by
292 the police manager and implemented. The investigation and grievance process shall be
293 considered as complete. Should the parties not agree on a resolution, the matter will
294 progress as if no meeting had been held. Nothing discussed at the meeting shall be
295 held against the member if a resolution is not implemented.

296 The PBA shall be notified of any final resolution in all such cases handled by the
297 DDRP. If the PBA is not represented at any such DDRM, then the decision will not be
298 precedent setting.

299

300 **ARTICLE 7: PBA/MANAGEMENT MEETINGS**

301 The City and the PBA shall meet and confer on matters of mutual interest upon
302 the request of either but not more often than once a quarter, unless both parties agree
303 to meet more often. Such special meetings shall be held on a date and at a time and
304 place mutually agreeable to the parties. Meetings held under this Section shall not be
305 considered collective bargaining under the Public Employees Relations Act. Issues
306 related to grievances shall not be discussed. The Police Chief shall be responsible to
307 coordinate these meetings with the PBA Representatives.

308

309 **ARTICLE 8: INSURANCE**

310 **Health and Life**

311 8.1 The City and each Unit Member shall share in the cost of Health insurance
312 which shall be determined annually by the fiscal year budget approved by the City
313 Council and in accordance with the provisions of this Article.

314
315 8.2 In the event that during the life of this Agreement, the City desires to
316 reduce the current health or life benefits and/or increase the cost of employee and/or
317 dependent health insurance premiums, the City shall advise the PBA in writing. The
318 PBA shall have the option of negotiating the terms of the City's proposal. If the parties
319 fail to reach negotiated agreement on these changes, the PBA may submit any
320 unresolved issues to the City Council fifteen (15) days prior to the anticipated date that
321 the changes would have occurred. City Council shall make the final determination of the
322 unresolved issues.

323 8.3 The City shall provide life insurance in the amount of one and one-half (1
324 ½) times the member's annual base salary, at no cost to the member.

325 8.4 The health, vision, dental care and life insurance plans offered the
326 bargaining unit shall cost no more nor have lesser benefits than those offered any
327 employee of the City.

328 **Disability Insurance**

329 8.5 The City shall continue to provide short and long term disability to all unit
330 members in accordance with the City's current policy and practice.

331

332

333

334 **ARTICLE 9: STRIKES**

335 The Union and bargaining unit members shall not promote, sponsor, engage in,
336 or condone any work stoppage, boycott, slow-down, strike, disruption of City operations,
337 or other withholding of limitation of services and shall abide with F.S. §447.505.

338

339 **ARTICLE 10: HOLIDAYS**

340 **Section 10.1: Days Observed.**

341 A. For bargaining unit members not on a 24/7 shift and especially who work a
342 Monday thru Friday schedule, when a holiday falls on Saturday or Sunday, the Friday
343 preceding or Monday following shall be designated a substitute holiday and observed as
344 the official holiday. For those members who work a 24/7 shift the holiday date is the
345 observed holiday

346 B. The observed holidays are:

347	January 1	New Year's Day
348	January – Third Monday	Martin Luther King, Jr. Day
349	May – Last Monday	Memorial Day
350	July 4	Independence Day
351	September – First Monday	Labor Day
352	November 11	Veterans Day
353	November – Fourth Thursday	Thanksgiving Day
354	November – Fourth Friday	Day after Thanksgiving
355	December 24	Christmas Eve
356	December 25	Christmas Day
357	December 31	New Year's Eve

358
359 C. In addition to the above, each unit member shall be awarded one (1)
360 personal leave day each calendar year; to be taken at the member's request which shall
361 not accrue.

362 **Section 10.2: Eligibility for Holiday Pay**

363 A. A member must be on an approved leave for or work the normal
364 schedule of hours, on the regularly scheduled working day immediately prior to and
365 immediately following a holiday, in order to qualify for the holiday time or pay.
366 Absences not approved in advance, including sick call in, may not be approved
367 depending on whether the member's excuse and verification of the reason for the
368 absence are acceptable to management, which, may at its option, require a doctor's
369 excuse as well as any other evidence it deems necessary.

370 B. All members receive holiday pay except those members scheduled to
371 work on a holiday who fail to do so. When a member works on a scheduled holiday, the
372 member shall also receive time and one half (1 ½) his straight time.

373 C. When a member is scheduled to work on a holiday but fails to do so, the
374 member will not receive holiday pay even if the member is otherwise eligible for holiday
375 pay.

376 **Section 10.3: Holiday Pay.**

377 Unit members shall receive pay for the number of hours regularly scheduled at
378 their straight time hourly rate for each observed holiday in which they do not work,
379 unless they were scheduled to work on a holiday and failed to do so.

380

381

382

383 **ARTICLE 11: ASSIGNMENT DURING DISABILITY**

384 Any bargaining unit member assigned to a less strenuous position, due to health or
385 disability, shall continue to receive all compensation and fringe benefits, including
386 accumulation of seniority attached to his normally assigned position. The Police Chief
387 shall have the discretion, but not the obligation, to assign any employee to a less
388 strenuous position. In making any such assignment, the Police Chief shall make all
389 reasonable efforts to assign work that is Police Department related where available.

390

391 **ARTICLE 12:** **VACATION**

392 Section 1. **VACATION LEAVE**

393

394 A. **ACCRUAL RATES FOR VACATION LEAVE**

395

396 All bargaining unit members accrue vacation at the rates outlined in the
397 schedule below.

398

399 1. **Accrual Rate for employees on twelve (12)-hour shifts.**

400

YRS OF SERVICE	ACCRUAL/MONTH	ACCRUAL/YEAR
Date of hire through 3 years	8 hours	96 hours
3 years to 5 years	10 hours	120 hours
5 years +	12 hours	144 hours

401

402 2. **Vacation leave accrues during any pay period in which a member**
403 **works or is compensated (e.g., while on vacation, sick leave, etc.).**

404 3. Vacation leave does not accrue in any pay period that a member is
405 on a leave of absence, suspension, military leave, or other absence without pay for the
406 entire pay period.

407 4. Maximum accrual for all bargaining unit employees is 240 hours.

408

409 B. ELIGIBILITY

410

411 Bargaining unit members are eligible to take vacation leave after
412 completing six months of service.

413 C. CONDITIONS AND LIMITATIONS

414 1. Vacation leave selection and scheduling will be in accordance with
415 existing Department practice. A member must request and have prior approval from his
416 supervisor to utilize vacation leave, using the appropriate form.

417 2. Vacation leave will not be routinely approved by call-in in lieu of sick leave
418 for the date of absence

419 3. Vacation leave is generally authorized for an entire shift or more; however,
420 less than one work day/work shift, but no less than one-half hour, may be taken if
421 requested and authorized in advance. Accrued vacation may be authorized for

422 extended absence for serious health conditions, if the accrued sick leave balance
423 has already been exhausted, and other eligible reasons in accordance with the
424 Family and Medical Leave.

425 4. Vacation leave will not be approved in advance of accrual earned.

426 5. If no other accrued leave is available (i.e., sick leave, administrative
427 leave), vacation leave may be used to supplement Workers' Compensation wage
428 benefits provided the total income from the wage benefits and vacation used does not
429 exceed 100% of the member's regular gross pay.

430 D. HOLIDAYS WHILE ON VACATION LEAVE

431 Holidays which occur during the period selected by the member for vacation will
432 not be charged against vacation accrual balances. The holiday will be charged against
433 holiday leave regularly due the member; i.e., the member will not receive both holiday
434 and vacation pay for the holiday.

435 E. DEATH IN FAMILY DURING VACATION LEAVE

436 When bereavement leave occurs within a vacation period, the vacation period can be
437 extended to cover this period and such time charged to bereavement leave as
438 authorized, or the vacation leave will be reduced accordingly, as requested by the
439 member.

440

441

F. PAYMENT OF VACATION LEAVE BALANCE UPON
SEPARATION OR DEATH

442

443

444

After six months of employment, bargaining unit members will be eligible

445

for payment of accumulated vacation leave in cases of separation from City

446

employment in good standing (layoff, resignation, retirement). A member who

447

separates with less than six months' service or who is terminated during or at the

448

conclusion of the probationary period is not eligible for payment of accumulated

449

vacation leave, unless specifically authorized by the City Administrator.

450

In the event of a non-probationary employee's death, his beneficiary shall be paid

451

for accumulated vacation leave.

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ARTICLE 13: SICK LEAVE

A. ELIGIBILITY

All bargaining unit members are eligible to accrue and access sick leave following 30 days of service. Sick leave shall be used only with the approval of the supervisor, and shall not be authorized prior to the time it is earned and credited to the employee.

B. SICK LEAVE ACCRUAL RATES

Sick leave accrual for full-time employees shall be earned in accordance with the following schedule:

SCHEDULE	ACCRUAL/YEAR	MAXIMUM ACCRUAL
8 hours/per month	96 hours	No Maximum

468
469
470
471
472
473
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476
477
478
479
480
481
482
483
484
485

C. AUTHORIZED USES OF SICK LEAVE

Sick Leave may be used for the following reasons:

- a) Legitimate illness of member, member's spouse, or child(ren).
- b) Non-job related accident/injury preventing performance of member's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident, provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.
- c) Medical, dental, psychological, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination of member or member's spouse, or child(ren).
- d) Additional bereavement leave upon approval of the Police Chief.
- e) Family and Medical leave

486 3. Computing Sick Leave

487
488 The minimum charge for sick leave is one-half hour; additional charged
489 time will be to the nearest one-half hour.

490 D. PROOF OF ILLNESS AND NOTIFICATION REQUIREMENTS

491
492 1. It is the member's responsibility to personally notify supervision
493 (unless incapacitated) at least one hour prior to the beginning of the work shift if
494 the member will be absent due to illness. Unless the member receives prior
495 authorization, as in the case of an extended, verified illness or an approved
496 Family and Medical Leave due to illness, it is the member's responsibility to
497 report in this manner for each day of absence due to illness.

498
499 2. A member who is absent from work for more than three work
500 days/shifts due to illness, may be required by his supervisor to provide medical
501 verification of the illness from the treating physician in order to receive sick leave
502 benefits. If requested verification is not received by the due date for time sheets,
503 the absence will be unpaid. A physician's statement may also be required for
504 members who:

505

506 (a) take excessive sick leave, either on separate days or on
507 continuous days in any given time period;

508 (b) demonstrate a pattern of absenteeism;

509

510 (c) call in sick on a day or days when vacation leave was
511 denied;

512

513 d) take sick leave as soon as it is accrued (i.e. one day at a
514 time as soon as it is earned) or

515 (e) are frequently absent the day before and/or the day after a
516 scheduled day off or a holiday.

517

518 Sick leave charged following a member's notice of resignation and
519 occurring prior to the date of separation must be verified by a physician's
520 statement certifying the illness in order to be compensated.

521

522 3. Frequent and/or excessive absences charged to sick leave without
523 medical verification; evidence of malingering; a pattern of sick leave abuse; use
524 of sick leave for false claims of illness or injury; falsification of proof to receive
525 payment of sick leave; and/or failure to comply with rules and regulations
526 governing sick leave; may result in denial of sick leave pay and/or disciplinary
527 action, including dismissal.

528

529 4. Sick leave does not accrue in any pay period that a member is on a
530 leave of absence, suspension, or other absence without pay for the entire pay
531 period with the exception of military leave. Unit Members on military leave will
532 accrue sick leave for the first 17 days of leave.

533

534 E. HOLIDAYS WHILE ON SICK LEAVE

535

536 Holidays which occur during a period in which the member is absent on
537 approved sick leave shall not be charged against sick leave. The holiday will be
538 charged against holiday leave regularly due the member; i.e., members will not
539 receive both holiday and sick leave pay for the holiday.

540

541

F. DEATH IN FAMILY WHILE ON SICK LEAVE

542

543

When bereavement leave occurs while a member is on approved sick
544 leave, the time off work for bereavement purposes will be charged to
545 bereavement leave as authorized.

546

547

G. PAYMENT OF SICK LEAVE UPON SEPARATION OR DEATH

548

549

1) The following provisions apply to payment of accumulated sick leave
550 upon termination, retirement, or death:

551

a) Accrued and unused sick leave shall be paid at 25% to the
552 employee upon separation of employment. Upon the death of an
553 employee, accrued and unused sick leave shall be paid at 25% by
554 the payroll method in place at the time of death.

555

556

557 b) Members who are terminated during or at the end of the
558 probationary period are not eligible for payment of sick leave.

559 2. The use of sick leave to extend the member's separation date is
560 prohibited.

561

562

563

564 **ARTICLE 14: BEREAVEMENT LEAVE, FML AND OTHER LEAVES**

565

566 Section 1: BEREAVEMENT LEAVE

567

568 A. Bargaining unit members are eligible for bereavement leave with
569 pay in the event of the death of an immediate family member. Immediate family
570 includes spouse, and the following biological, adoptive, or "step" relatives:
571 child(ren), parents, brothers, sisters, grandparents, and grandchild(ren) of both
572 the member and the member's spouse.

573

574 B. Up to three scheduled work days will be granted to a bargaining
575 unit member for a local memorial service. If the memorial service is out of state,
576 the employee will be paid for up to five (5) days regular time. If additional time is
577 needed the additional days may be charged to vacation leave balances or
578 accrued sick leave upon approval of the Police Chief.

579

580 C. Supporting documentation of the death (e.g., newspaper obituary,
581 death certificate, etc.) and documentation of immediate family relationship may

582 be required by the Police Chief or designee in order for the member to receive
583 this benefit.

584 -Section 2: FAMILY AND MEDICAL LEAVE (FML)

585
586 Family Medical Leave will be granted to bargaining unit members in
587 accordance with the FMLA and the City's existing policies and procedures
588 implementing the FMLA.

589 Section 3: MILITARY LEAVE

590
591 Military Leave shall be granted to bargaining unit members in accordance
592 with applicable law.

593

594

595 **ARTICLE 15: HOURS OF WORK AND WORK SCHEDULE**

596 **Section 15.1: Basic Work Schedule.**

597 A. The basic work schedule for road patrol shall be a minimum of six 12 hour
598 shifts and one 8-hour shift, for a total of seven shifts for 80 hours within one pay period
599 unless minimum manning requires a 12 hour shift instead of an 8 hour shift. Unit
600 members assigned to Criminal Investigations Division shall maintain 8 hour shifts or 10
601 hour shifts as determined between the bargaining unit member and his supervisor. With
602 the concurrence of police management, CID unit members shall have the ability to
603 alter normally posted shifts as needed to complete their assigned investigations,
604 provided that any modified shift shall normally be for a 10 hour or 8 hour, uninterrupted
605 shift.

606 B. For the purpose of this Agreement, a shift means the time during which a
607 unit member is scheduled on duty.

608 C. Except as provided in this Agreement, or in declared emergencies, a unit
609 member shall not be required to adjust the scheduled hours, shift, or days off from those
610 scheduled with less than ten (10) calendar days advanced written notice, unless
611 minimum staffing levels are compromised on a given shift.

612 **Section 15.2: Overtime**

613 A. Unit members are to report all hours worked. Overtime will be authorized
614 or directed by Police management and administered according to the provisions of this
615 Agreement.

616 B. All unit members shall be paid time and one-half their regular hourly rate
617 of pay for all hours in excess of their normally scheduled shifts. Unit members shall
618 have the option to select pay or defer the payment by selecting compensatory time for
619 overtime worked. The maximum compensatory time balance permitted for members is
620 240 hours. Any compensatory time over the maximum not used by December 31st of
621 each year shall be paid out. Unit members may also cash out up to thirty-six (36) hours
622 of compensatory time each calendar year.

623 C. For the purposes of overtime, paid leave used for a scheduled vacation
624 and sick leave shall be included in the computation.

625 D. Members shall be required to work overtime when assigned unless
626 excused by the Police Chief or his designee. A member desiring to be excused from
627 overtime work assignments shall submit a request to the immediate supervisor who
628 shall determine whether the excuse is acceptable.

629 **Section 15.3: Assignment of Overtime.**

630 The Police Chief or designee shall assign overtime as necessary based on
631 availability and fiscal considerations.

632 Overtime shall be scheduled in accordance with departmental rules, regulations
633 and directives, and administered in accordance with the provisions of this Agreement.
634 Unit members shall be offered the opportunity to work any overtime prior to any work
635 offered non-bargaining unit personnel. It is understood that the Police Department may
636 utilize Reserve Officers to work shifts when assigned unit members are unavailable.

637 Planned overtime (i.e. special events, officer vacations) will be posted fourteen
638 (14) days prior to the date needed. Once planned overtime is posted, an officer can sign
639 up for one (1) shift. The officer can sign up for additional overtime shifts after a complete
640 rotation of shifts has worked. If the overtime shift(s) has not been signed up for five (5)
641 days prior to the date of overtime needed, officers may be mandated to work the shift.
642 On the overtime sheet the officer must sign and date each slot of overtime.

643 Unplanned overtime (i.e. officer calls in sick, exigent emergency) will be handled
644 by the supervisor needing coverage by contacting off duty officers. Overtime sheets will
645 also be completed for unplanned overtime.

646 All overtime sheets will be maintained in the road patrol commander's office for
647 review by anyone. The overtime sheet is appended to this collective bargaining
648 agreement as "Exhibit X".

649 **Section 15.4: Off-Duty Employment – Non- Law Enforcement.**

650 Any unit may voluntarily accept and be employed to work, non- law enforcement
651 related off-duty in any occupation that is not prohibited by state or federal law and
652 approved by the Police Chief. Approval shall not be unreasonably withheld.

653

654 **Section 15.5 Court Appearances and Job-Related Appearances**

655 Unit members required to appear in court or at a job-related subpoena
656 appearance, at a time falling outside of their regular assigned work hours shall be
657 compensated for actual time worked, or a minimum of three (3) hours of pay, whichever
658 is greater. A unit member required to appear more than once during the day, will be
659 compensated an additional three (3) hour minimum provided the second subpoena
660 requires his appearance one (1) hour or more after the release from the first subpoena.

661

662 **ARTICLE 16:** **Extra Time Provisions**

663 **Section 16.1: Standby Duty On-Call Status**

664 A. Standby duty on-call time is defined as periods of time in which the
665 member is ordered or required by the Police Department to be readily accessible by
666 telephone, paging device or other electronic device and not performing actual work, but
667 in readiness to perform actual work when the need arises.

668 B. Such standby on-call time shall be compensated at the rate of \$15.00
669 ~~40.00~~ per day, when the member has been scheduled to work within the 24 hours and
670 is now off work.

671 **Section 16.2: Call Back Time**

672 A. A unit member called back to work after his regular working hours shall be
673 compensated for actual time worked. However, the member shall receive a minimum
674 equivalent to two (2) hours of straight time pay or compensatory time at the member's
675 option. A unit member, who has been notified to report back to work under this section,
676 will report for duty within sixty (60) minutes from the time so notified.

677

678

679 **Section 16.3: Attendances**

680 A. Unit members required by the Police Department to attend training
681 sessions outside of their regularly scheduled hours, shall be compensated at the rate of
682 time and one-half (1 ½) for the time spent training.

683 B. Unit members ordered to attend any meeting while in an off-duty status,
684 shall be compensated as in 16.2 A.

685

686 **ARTICLE 17:** **WAGES**

687 **Section 17.1:**

688 A. For Fiscal year 2014-15 all bargaining unit members shall receive wage
689 adjustments effective October 1 , 2014 of three percent (3%).

690 B. For Fiscal Year 2015-2016 wages shall be opened at the discretion of the
691 Union.

692 C. For Fiscal Years 2016 – 2017, Wages shall be reopened at the discretion
693 of the union.

694 **Section 17.2: Traffic Homicide**

695 Unit members who are assigned as Traffic Homicide investigators shall receive twenty-
696 five dollars assignment pay per pay period, as of the effective date of this contract. This
697 assignment pay shall not constitute a property right in the assignment. Unit members,
698 who are no longer designated Traffic Homicide investigators, shall not receive the
699 assignment pay; provided that they are no longer performing the duties and
700 responsibilities of an investigator. Mere changes in titles or name designations shall not
701 result in assignment pay loss.

702 **Section 17.3: FTO**

703 Any unit member designated and certified as a Field Training Officer (FTO) shall receive
704 two extra hours of pay for each shift of training.

705 **Section 17.4: CID**

706 Unit members who are assigned to work in CID as investigators shall be compensated
707 thirty-eight dollars and forty-six-cents (\$38.46) per pay period as of the effective date of
708 this contract.

709 **Section 17.5: Corporals**

710 Unit members who are successfully promoted to the rank of Corporal shall receive a
711 promotional raise of five percent (5%) over base pay or the starting salary of a corporal
712 which shall be \$38,964.47, whichever is greater. Upon a general or wage increase as
713 noted in 17. A and C, the starting salary shall be adjusted upwards.

714 **Section 17.6: Sergeants**

715 Unit members who are successfully promoted to the rank of Sergeant shall receive a
716 promotional raise of five percent (5%) over base pay or the starting salary of a sergeant
717 which shall be \$51,298.62, whichever is greater. Upon a general or wage increase as
718 noted in 17. A and C, the starting salary shall be adjusted upwards.

719

720

721

722 **ARTICLE 18: CONTINUOUS EMPLOYMENT (Seniority)**

723 **Section 18.1: Definition.**

724 Continuous employment (seniority) shall be both on a City-wide and as a sworn
725 member of the Tavares Police Department and shall commence from the employee's
726 initial date of hire with the City and as a member of the Tavares Police Department,
727 respectively. It shall continue until broken as provided in Section 19.3 below. When two
728 or more unit members start work in the Tavares Police Department on the same day,
729 their police seniority shall be based on their position on the new hire eligibility list.

730 Rank Seniority shall commence from the unit member's date of promotion and
731 shall be utilized under the same conditions as stated in 18.2. Example: a sergeant that
732 has the most seniority as a sergeant shall have first preference.

733 **Section 18.2: Benefits.**

734 The earning or accrual of benefits shall be based on the City-wide seniority as
735 provided in the City rules unless a particular benefit, benefit plan or this agreement
736 specifically provides otherwise. Sworn police seniority shall be used for the purposes of
737 layoffs, recall, and vacation/comp time leave and holiday preference

738 **Section 18.3: Loss of Continuous Service.**

739 City and Police seniority shall be lost upon the happening of one or more of the
740 following events:

- 741 A. Resignation.
- 742 B. Termination in accordance with the City regulations.
- 743 C. Retirement.
- 744 D. Receiving an authorized leave of absence.
- 745 E. Lay-off for more than six (6) continuous months.

746 In addition, sworn seniority will also be lost if a member is promoted or is
747 transferred to a position outside the Police Department, but if into another position
748 within the City, the City seniority shall continue to accrue.

749 **Section 18.4: Vacation/Comp Time/Holiday Leave**

750 When more than one (1) bargaining unit member seeks to use
751 vacation/comp/holiday time for the same period and is in the same squad or section, the
752 member with the most sworn seniority will be given preference.

753 **Section 18.5: Layoff and Recall.**

754 Layoff and recall shall be in accordance with the below provisions:

755 A. Layoff

756 In the event of a layoff for any reason, members shall be laid off in the inverse
757 order of their sworn seniority. All initial probationary members must be laid off prior to
758 laying off non-probationary members.

759 B. Recall

760 1. Members in layoff status will retain recall rights for twelve (12) months and
761 shall have preference to work over applicants on eligibility lists. Recall will be made by
762 certified mail to the last address in the member's record, along with any address on file
763 with the Union. The member must, within seven (7) calendar days of the certified
764 receipt date, notify the City of his intention to return to work. Said member must return
765 to work within thirty (30) days of receiving the notice.

766 2. Members shall be called back starting with the most senior sworn member
767 notified first and then in descending order of seniority thereafter. Members who return
768 from layoff status shall receive the current rate of pay for the pay grade and step he
769 held at the time of layoff. Unit members may accept any position for which they have
770 previously held.

771

772

773 **ARTICLE 19:** **Educational Reimbursement**

774

775 19.1 In the event that the City establishes any college tuition reimbursement program
776 in its annual budget, the Unit Members will participate on the same basis as any other
777 city employee.

778

779

780

781 **ARTICLE 20:** **AGENCY ASSIGNED VEHICLES**

782

783 20.1 Unit members shall not be required to use their personal vehicle in the
784 performance of their sworn job functions.

785

786 20.2 Except as provided in this Article, vehicles issued by the City to bargaining unit
787 members shall be administered and regulated in Police Department Standard Operating
788 Procedure.

789

790 20.3 All unit members shall be assigned a vehicle if they reside within a 15 mile radius
791 from the Police Department at such time as there are a sufficient number of vehicles
792 available. Such vehicle sufficiency shall be determined by the Police Chief.

793

794 20.4 Any officer on an extended leave (five shifts or more) who is assigned a take-
795 home vehicle, shall park the vehicle at the Police Department.

796

797 20.5 Unit members are not required to drive an unsafe vehicle. A unit member shall
798 immediately report an unsafe vehicle to his immediate supervisor.

799

800 **ARTICLE 21:** **GUN PURCHASE PROGRAM**

801

802 21.1 The City shall maintain the Gun Purchase Program in accordance with Police
803 Department GO 09-11 (9/28/09) with the following exceptions:

804 A. Unit member, who have successfully completed their initial probation, shall be
805 permitted to purchase up to two (2) weapons approved by the Police Chief every three
806 (3) years, as measured from the date of the first purchase.

807 B. There will be an \$800 limit per weapon. Cost of a weapon exceeding the limit shall
808 be the responsibility of the unit member. Unit members shall be allowed up to twenty-
809 six (26) pay periods within the same fiscal year of request in which to reimburse the City
810 for the advancement of the cost of the weapon(s). Said reimbursement shall be through
811 payroll deductions and begin with the payroll following the date of purchase.

812

813

814

815 **ARTICLE 22:** **PREVAILING RIGHTS**

816

817 22.1 All working conditions, benefits and privileges enjoyed by bargaining unit
818 members and known to the City which are not specifically provided for or abridged by
819 this Agreement shall continue under conditions which they have previously been
820 granted.

821

822

823 **ARTICLE 23:** **DRUG TESTING**

824

825 23.1 Drug testing of bargaining unit members shall be in accordance with Section
826 112.0455, Florida State Statutes, the Drug-Free Workplace Act.

827 23.2 All unit members are designated special risk for drug testing purposes. Special
828 risk means employees who are required as a condition of employment to be certified
829 under Chapter 943, Florida Statutes.

830

831

832

833 **ARTICLE 24:**

WORKING OUT OF CLASSIFICATION

834

835 24.1 A unit member assigned to duties of a higher classification during their shift shall

836 be paid the minimum starting pay for the higher classification or five percent (5%),

837 whichever is greater for every hour they remain in that higher classification

838

839

840 **ARTICLE 25: EQUIPMENT, UNIFORMS, AND CLOTHING ALLOWANCE**

841 **Section 25.1: Uniforms.**

842 Unit members shall wear uniforms as determined by the Chief. When a uniform is
843 required, no other clothing except underwear shall be worn without permission of the
844 Chief. The City agrees to provide all unit members with two (2) sets of uniforms.

845 **Section 25.2: Initial Issue.**

846 The Department shall determine and provide the clothing, footwear, and other
847 related items that make up the uniform. The footwear allowance shall be \$100 per
848 issued pair of footwear per year, per unit member. The City shall provide each officer
849 with an approved bullet resistant vest.

850 **Section 25.3: Replacement.**

851 A. Uniform replacement will be provided by the City, at no cost to the
852 member, where in the opinion of the City, the uniform should be replaced.

853 **Section 25.4: Maintenance.**

854 Unit members shall be responsible for maintenance of the Uniform and all items
855 issued to them for their use by the City, and shall come to work in clean, neat and
856 undamaged uniforms and other clothes.

857 **Section 25.5: Clothing Allowance.**

858 Unit members assigned as Detectives in CID shall receive a clothing allowance
859 in the amount of \$600 net per year to be paid \$300 on October and \$300 on April 1. Unit
860 members transferring into CID shall be given their first \$300 upon transfer. Unit
861 members shall be issued and maintain one class A uniform to include one short sleeve
862 shirt and one long sleeve shirt.

863

864

865 **Article 26**

866 **OFF-DUTY Details**

867 **26.1 – General**

868 Off-duty employment per Florida Statute 30.2905 shall be administered and
869 regulated in accordance with Tavares Police Department's rules, regulations and
870 policies.

871 **26.2 – Minimum Rates**

872 When off-duty officers are requested by outside entities, the minimum hourly rate
873 paid to the member by the City will be at least \$30.00 an hour and on observed holidays
874 at least \$40.00 an hour.

875 **26.3 – Holiday Pay**

876 The minimum hourly rate paid off-duty employees providing services for outside
877 entities for the following nine (9) holidays shall be forty dollars (\$40.00) per hour: 1) New
878 Year's Day; 2) Memorial Day; 3) Easter 4) Independence Day; 5) Labor Day; 6)
879 Thanksgiving Day; 7) Christmas Eve; 8) Christmas Day; and 9) New Year's Eve.

880 **26.4 – Availability**

881 All Off-Duty details shall be first made available to bargaining unit members.

882

883

884 **ARTICLE 27**

PENSION AND RETIREMENT

885 27.1 The City shall maintain the current Tavares Police Officers' Pension Trust Fund as
886 currently exists as codified in City Ordinance Chapter 15, Pensions and Retirement,
887 Article IV, of the Code of Ordinances of the City of Tavares. Upon ratification and
888 approval of this Agreement by the parties, all substantive changes to the Pension Trust
889 Fund shall be as a result of the collective bargaining process, unless required by State
890 Statutes.

891 27.2 The bargaining unit members shall contribute 12.80% of their salary into the
892 Pension Trust Fund.

893

894

895

896 **ARTICLE 28:**

PATROL MINIMUM MANNING

897

898 28.1 For the safety and protection of the Citizens of Tavares and of the officers in the
899 Police Department, a minimum manning for Patrol shall be established.

900

901 28.2 There shall be no less than three (3) officers assigned and available working
902 each shift that are primary designated to respond to calls. In the event that the total
903 drops below the minimum manning in any one shift, the Police Administration shall take
904 the necessary steps to temporarily assign another law enforcement officer to the shift to
905 bring up the minimum required level.

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916 **Article 29**

PROMOTIONS

917

918 29.1 This Article will establish the competitive rank of Corporal. All those unit
919 members who currently hold the rank of corporal will revert back to the classification of
920 Police Officer with no loss of pay or benefits and with no stigma attached to the
921 reclassification. Said reclassifications shall be done simultaneously on the date that
922 officers are initially promoted to the competitive corporal rank.

923

924 29.2 The purpose of this Article is to establish a fair and impartial procedure for
925 selecting qualified bargaining unit members for the ranks of:

926 Corporal

927 Sergeant

928 29.3 **CORPORAL PROMOTIONAL QUALIFICATION**

929 :1. Must be a police officer with the Tavares Police Department for a period of three
930 (3) consecutive years; and

931 :2) Must not have had any sustained formal discipline within the last twelve (12)
932 months prior to the date of the examination.

933 29.3 **GENERAL PROMOTION PROCEDURES**

934 :1 The initial promotional examination for the Corporal rank shall be administered
935 after October 1, 2014. Testing cycles shall be determined by the Chief.

936 :2 The promotional process to advance to the rank of Corporal or Sergeant shall
937 be as follows:

938 A. The Chief or his designee shall determine the contents of all job related
939 examinations, tests, interviews, and the grading process.

940 B. The Chief will administer a job-related examination specifically for each rank,
941 predicated on the job duties as required by the Tavares Police Department.

942 C. The Tavares Police Department will provide to eligible unit members a study
943 guide from which the examination is taken and the date of the test in a reasonable
944 amount of time. Unit members will be notified of the phases of the promotional process
945 to be used, sources to be studied, and the weight of each phase of the process to
946 develop the final score, and the eligibility requirements to sit for the examination. The
947 department will utilize Standard and Associates National First and Second – Line
948 Supervisor Tests (NFLST & NSLST) for the written test and assessment center.

949 E. If an assessment center type of exercise(s) are utilized, the assessors shall be
950 from outside the Agency and be at least one rank above or equal to the rank being
951 tested for. All candidates will be informed prior to this portion of the test being
952 conducted as to how the assessment process works, the role of the assessors, the
953 grading system to be used and the elements that will be graded on.

954 F. After all phases of the process is complete the Chief shall publish a promotional
955 eligibility list. The list will remain valid for one (1) year from date of posting except

956 the provision in Section 29.6.

957 G. The eligibility list created shall be the only lists of candidates eligible for Corporal
958 and Sergeant promotions. Whenever possible eligible candidates will be authorized to
959 temporarily work a higher classification as authored in Article 24.

960

961 **29.4 SERGEANT PROMOTIONAL QUALIFICATIONS**

962 :1 Must be a police officer with the Tavares Police Department for a period of five
963 (5) consecutive years, and;

964 2. Must be a police officer with the Tavares Police Department for a period of four
965 (4) consecutive years and have been a corporal for more than one (1) year and;

966 :3. Must not have had any sustained formal discipline of a suspension or more within
967 the last **twelve (12)** months prior to the date of the examination.

968 **29.5 PROMOTIONAL SELECTION PROCESS**

969 :1 When making promotions, the Chief shall select from the top candidate
970 with the highest score. Upon his selection the candidate with the next highest score
971 shall move up in ranking.

972 :2 If a candidate turns down a promotion, he shall be placed last on the eligibility
973 list.

974 29.6 When a corporal or sergeant vacancy exists, the difference in time between
975 the vacancy and filling the position will be added to the eligibility list if the vacancy is not

976 filled, within thirty (30) days, provided a valid eligible candidate list exists.

977 29.7 PROMOTIONAL PROBATIONARY PERIOD

978 The promotional probationary period shall be twelve (12) months.

979 29.8 There shall be a minimum of four (4) corporal positions set aside in road patrol.

980

981 **ARTICLE 30:** **SAVINGS CLAUSE**

982

983 30.1 In the event that any provision of this Agreement should be rendered or declared
984 invalid by any court action or by reason of any existing or subsequently enacted
985 legislation, the remaining parts and/or provisions of this Agreement shall remain in full
986 force and effect.

987 30.2 Any provision or portion of this Agreement rendered invalid by the courts or
988 legislation shall require the parties to meet within a reasonable amount of time to
989 negotiate changes to the invalid provision(s).

990

991

992 **ARTICLE 31:** **DURATION**

993 This contract shall remain in full force and effect through midnight September 30,
994 2017, and shall automatically renew itself for periods of one (1) year unless either party
995 delivers to the other written notice of its intent to terminate or modify this contract not
996 less than ninety (90) calendar days before September 30, 2017, or not less than ninety
997 (90) calendar days prior to September 30 in any year of an automatic extension under
998 this Article.

999 In addition to Article 17 subject to be reopened in Fiscal year 2016-17, each party
1000 shall have the right to open one (1) other article in each of the remaining last two years.

1001	_____	_____
1002	Florida Police Benevolent Assoc., Inc	City Administrator
1003		
1004	Date: _____	Date: _____
1005	_____	_____
1006	Name	Police Chief
1007	Date: _____	Date: _____
1008	_____	_____
1009	Name	City Council Member
1010	Date: _____	Date: _____

1011 _____

1012 Name

Mayor

1013 Date: _____

Date: _____

PBA COLLECTIVE BARGAINING AGREEMENT GRIEVANCE FORM

Step 1 2 3 Class Action(circle appropriate step)

Employee's Name _____ Class Title _____
 Employee EID # _____ Department _____
 Business Address _____ Division _____
 _____ Unit _____
 Business Telephone _____ Bargaining Unit _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20__.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated)

Remedy REQUESTED: _____

IS PBA REPRESENTATION DESIRED Yes No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____ Date Submitted _____

SUBMITTED TO: Name _____ Class Title _____

(If space is insufficient to write complete information, attach a separate sheet.)

Managements response: _____ Grievance accepted in whole.
 (Attached reason for Denial) _____ Grievance accepted in part.
 _____ Grievance rejected.

Managers Signature: _____

Date Delivered to Grievant: _____

**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 17, 2014**

AGENDA TAB NO. 10

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)

- Code Enforcement Special Magistrate Hearing – September 23, 2014 – 5:30 p.m.
- Lake County League of Cities Meeting – September 12, 2014; 12:00 p.m. Elks Lodge, Tavares
- Lake Sumter MPO Board – September 24, 2014 – 2:00 p.m. - MPO Board Room, Leesburg
- Library Board –September 17, 2014 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – September 18, 2014 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

Rifles, Rails & History – September 26-28

Pavilion on the Lake Grand Opening – October 11, 2014 – 4:30 to 10:30 pm

Close Your Eyes Event at Tavares City Hall Flagpole – October 15, 2014 - New Visions – 9:30 am to 10:30 am

Monster Splash – October 25

Howl o Fest – October 24-25

International Jet Ski Event – November 1-2, 2014

Z-Fest – November 15, 2014

Christmas Parade & Celebration – December 6

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 17, 2014**

AGENDA TAB NO. 11

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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