AGENDA
TAVARES CITY COUNCIL

DECEMBER 17, 2014
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

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

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

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) Minutes of November 19, 2014 and December 3, 2014

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation to City Clerk and Deputy Clerk for Master Municipal Clerk Certification — **Mayor Smith**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 3) State Revolving Loan Agreement Amendment #2 for the CRA Major Sewer Rehabilitation — **Lori Houghton**

Tab 4) Request for Assistance for Tavares Middle School Band Trip — **Nancy Barnett**

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 5) Ordinance #2014-20 – Extension of Franchise Agreement with Sumter Electric Cooperative — **Attorney Williams**

Tab 6) Ordinance #2014-21 – Amendment to Stormwater Ordinance Rate as approved in FY 2015 Budget — **Lori Houghton**

SECOND READING

RESOLUTIONS

Tab 7) Resolution #2014-30 – Update to Fire Assessment Roll — **Lori Houghton**

X. GENERAL GOVERNMENT

Tab 8) Pavilion Catering – Addendum to RFQ for Local Caterers — **Tammy Rogers**

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 9) City Administrator — **John Drury**

Tab 10) Council Reports — **City Councilmembers**

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

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

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
NOVEMBER 19, 2014
CITY COUNCIL CHAMBERS
4:00 p.m.

COUNCILMEMBERS PRESENT **ABSENT**

Kirby Smith, Mayor
Bob Grenier, Vice Mayor
Lori Pfister, Councilmember
Lisa Johnson, 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
Jacques Skutt, Director of Community Development

I. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor John Barham, First United Methodist Church of Tavares, gave the invocation and Nathan Harvey of Scout Troop 19 led the pledge of allegiance.

II. CALL TO ORDER

Mr. Drury called the meeting to order at 4:00 p.m.

III. PROCLAMATION OF ELECTION RESULTS

Ms. Barnett read the certified election results as follows:

Seat 1 – Lisa Johnson
Seat 3 - Bob Grenier
Seat 5 – Lori Pfister

IV. SWEARING IN OF NEW COUNCILMEMBERS

Chief Lubins performed the swearing in of the new councilmembers.

V. CONVENING OF NEW COUNCIL

Mr. Drury convened the meeting. He reviewed the process that would be followed to elect the Mayor and Vice Mayor.

VI. ELECTION OF MAYOR

Mr. Drury requested nominations for Mayor.

Bob Grenier nominated Lori Pfister.

Kirby Smith nominated himself.

There were no further nominations.

Councilmember Smith spoke in support of his nomination for Mayor.

Mr. Drury asked for a show of hands for Kirby Smith.

Kirby Smith was elected 3-2 to be Mayor as follows:

Kirby Smith -	**Yes**
Bob Grenier -	**No**
Robert Speaks –	**Yes**
Lisa Johnson –	**Yes**
Lori Pfister -	**No**

Mr. Drury passed the gavel to Mayor Smith.

VII. ELECTION OF VICE MAYOR

Mayor Smith asked for nominations for Vice Mayor.

Kirby Smith nominated Bob Grenier. There were no further nominations.

Mayor Smith asked for a show of hands for Bob Grenier.

Bob Grenier was elected to be Vice Mayor 4-1 as follows:

Kirby Smith -	**Yes**
Bob Grenier -	**Yes**
Robert Speaks –	**Yes**
Lisa Johnson –	**No**

Lori Pfister - Yes

VIII. APPROVAL OF AGENDA

Mayor Smith asked if there were changes to the agenda. Mr. Drury stated there were no changes.

MOTION

Bob Grenier moved to approve the agenda as submitted, seconded by Robert Speaks. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

MOTION

Robert Speaks moved to approve the minutes from the regular City Council meetings of October 1 and October 15, 2014, seconded by Bob Grenier. The motion carried unanimously 5-0.

X. SUNSHINE LAW/ETHICS LAW UPDATE

Attorney Williams reviewed the public records law, Sunshine Law regarding open meetings, and the Ethics Law. He encouraged Council to copy the Clerk with any emails received or sent if not on the city email system. He discussed the Sunshine Law pertaining to open meetings noting it included a prohibition on communicating between elected officials through email or a third party. He said the Ethics Law pertains to disclosure of conflicts regarding financial gain on any matters being voted upon by a councilmember. He encouraged Council to contact him if they had a concern about any conflicts before voting. He discussed more recent issues arising regarding social media and texts. He noted that there is a new law regarding four hours of annual training for municipal officials on the subject of Ethics and the Sunshine Law which staff will provide more information on at a later time.

XI. PROCLAMATIONS/PRESENTATIONS

Tab 5) Presentation of Rate Consultant Study Results

Mr. Drury discussed the purpose of the rate study which is to ensure the city has sufficient funds to maintain the utility system. He stated that during the budgeting process he will be recommending rates for water and sewer.

Ms. Houghton stated the last rate study was done in 2009. The new rate study was contracted to Raftelis Financial Consultants in 2013. She said Mike Rocca and Joe Williams will present the study.

Mr. Rocca noted that his firm was retained to conduct a comprehensive forward looking rate study for the next five years for the utility system including water, wastewater, reclaim water and

stormwater. He said items were reviewed that included the rate structure, the city's capacity to generate revenue to have sufficient amounts to cover operating and capital costs, and debt configuration and coverage requirements. He noted that although the city has one enterprise system consisting of four utilities, each of the utilities is analyzed independently in order to generate the rates so that one utility is not subsidizing or supporting the other. Mr. Williams reviewed the rate structure and summarized that in general the rate structure is serving its purpose. He discussed the forecasted revenue sufficiency over the upcoming five year period. Mr. Rocca stated they are not recommending a change from what was done in the past. The capital improvement program was reviewed noting a majority of the projects have already been started or completed and the current rate methodology is capable of handling this program. It was noted that Tavares is on par and competitive with other communities in terms of its rate structure. The equivalency basis for single family for the stormwater fee is 3000 square feet which analysis showed appropriate for the community. In the past two years the city adopted .75 increases on a monthly bill and if that continues for the next four years the revenues will be sufficient.

Mr. Rocca stated the recommendations are to: 1 Continue with the current policies for rate adjustments; 2) institute stormwater fee adjustments by.75 in order to continue with stormwater improvements and address additional regulatory requirements anticipated; 3) establish a stormwater credit program: a policy whereby properties that have made improvements on their property to mitigate costs normally in the stormwater program would have a reduction on their fee.

Mayor Smith advised council if they wished to set up an individual meeting with Mr. Rocca to review the report to contact Mr. Drury.

XII. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE CONTACTS

Attorney Williams noted there was one quasi-judicial matter for second reading on the agenda – the Large Scale Future Land Use amendment dealing with the Dead River Marina property. He reviewed the quasi-judicial process.

Attorney Williams asked Council if they had had any ex parte contacts about this land use matter. He then asked if anyone was in the audience who needed to be sworn in other than Mr. Skutt. He gave the oath to Mr. Skutt.

XIII. READING OF ALL ORDINANCES/RESOLUTIONS

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

ORDINANCE 2014 - 15

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE FOLLOWING SECTIONS OF THE CITY LAND DEVELOPMENT REGULATIONS; CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, AND ASSOCIATED NOTES; AMENDING SUBSECTION (10) PERTAINING TO PLANNED DEVELOPMENTS; AMENDING THE GENERAL STANDARDS FOR PLANNED DEVELOPMENTS; CREATING A TIME LIMIT FOR FOR THE

DEVELOPMENT OF APPROVED PLANNED DEVELOPMENTS; PROVIDING FOR REVOCATON OF PLANNED DEVELOPMENTS THAT FAIL TO DEVELOP WITHIN PRESCRIBED DEADLINES; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2014-14

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 11.4 ACRES OF LAND GENERALLY 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; FROM COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2014 - 29

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AMENDING THE 2014 FISCAL YEAR ADOPTED BUDGET FOR THE CITY OF TAVARES, REPRESENTING THE FINAL ADJUSTMENT TO THE ADOPTED BUDGET, AND PROVIDING FOR A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

XIV. CONSENT AGENDA

Mayor Smith asked if anyone in the audience wished to speak on any item on the Consent Agenda.

MOTION

Robert Speaks moved for approval of the Consent Agenda [Designation of Bank – BB&T; Designation of those Authorized to Sign Checks – Mayor, Vice Mayor, City Administrator and Finance Director; Crappie Master Tournament; Amendment 4 to the SRF Agreement for Reclaim Water Use Facilities – Final; SRF Loan Amendment #1 for CRA Water Distribution Improvements; and Request to Accept BB&T Loan Proposal for Sunset View Water & Sewer Special Assessment Project], seconded by Bob Grenier. The motion carried unanimously 5-0.

XV. ORDINANCES/RESOLUTIONS

Tab 12 – Ordinance #2014-15 – Amendment to Land Development Regulations, Chapter 8 , Clarification of Time Limits for Planned Developments and other amendments to the Planned Development Zoning District Regulations

Mayor Smith noted this ordinance was for First Reading only and would be on the agenda for full discussion at the next meeting.

Tab13) Ordinance #2014-14 – Large Scale Land Use Amendment – Adoption Hearing – Dead River Marina – US 441

Mr. Skutt stated this amendment is for property located at 11529 US 441 known as the Dead River Marina. It concerns 11.4 acres of property located on the north side of US 441 adjacent and west of 7th Sunfish Street. The amendment changes the designation from Lake County Urban Medium Density to City Commercial. On September 17th Council annexed and rezoned the property to Highway Commercial. Because the acreage is over 10 acres it is considered a Large Scale Future Land Use Amendment and the ordinance has been approved by the Florida Department of Economic Opportunities with no comments. The Planning & Zoning Board approved this amendment on August 24, 2014 unanimously and staff recommends adoption.

Mayor Smith questioned the information on annexation. Mr. Skutt said it has been zoned and annexed into the city. He noted the city is not requiring the applicant to connect to any utility lines until after new construction is started. Mr. Skutt confirmed. Mayor Smith asked if the new zoning is consistent with the owner's current operations (storage). Mr. Skutt stated that was correct. Vice Mayor Grenier asked if the area designated as wetlands would remain as wetlands. Mr. Skutt said that was correct unless the owner received approval from the state to do any mitigation.

MOTION

Robert Speaks moved for the approval of Ordinance #2014-14, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 14) Resolution #2014-29 – Final Amendment to Fiscal Year 2014 Budget

Ms. Houghton said this is the end of the year budget amendment required under State Law. It may represent an increase or a decrease to an account which is due to reserve appropriations that have been approved by Council, transfers between accounts, and changes due to encumbrance rollovers from the prior year. It amends the final budget for all funds across the city to a total of $49,646,115.

MOTION

Robert Speaks moved to approve Resolution #2014-29, seconded by Bob Grenier. The motion carried unanimously 5-0.

XVI. GENERAL GOVERNMENT

Tab 15) Interlocal Services Boundary Agreement with Lake County and the City of Leesburg

Mr. Skutt explained that an ISBA is a new method of providing for voluntary municipal annexations. Prior to ISBA properties had to be contiguous to a city boundary before being eligible for annexation. It tended to create odd shaped city boundaries which made it difficult to do

any long range planning. Under this type of annexation a city's future boundaries are defined for at least 20 years which is negotiated with the County and the surrounding municipalities. An agreement is made with the County that describes how the services are to be supplied within that area and a commitment is made that the County and the city will work together to coincide the Land Development Regulations and the Future Land Use plans within that boundary area. The city has been working with the County for a year and a half to formulate the ISBA. Future boundaries have been negotiated to the east with Mt. Dora. The City of Eustis has approved the Tavares proposed boundary. The City has worked with the City of Leesburg on their boundary and a meeting has been set up to work with Astatula to discuss the southern boundary. He said he expected a draft ISBA agreement [with Lake County] should be coming to Council in January.

Mr. Drury noted that previously Council appointed Mayor Smith to be the liaison to this Horizon Project Team and he has been attending the negotiation meetings. He thanked Mayor Smith for his participation.

Mr. Skutt said in terms of the agenda item, in 2013 the City of Leesburg wanted to enter into an ISBA with Lake County. The City of Tavares desired to negotiate with Leesburg an alternative boundary than what was proposed in the area of US 441 and CR 473 and through negotiations an agreement was made to adjust their boundary to exclude lands on the north side of US 441 up to the existing Walgreens and to exclude a residential neighborhood on the south side of US 441 that can potentially be served by the City of Tavares utilities. Staff recommends that City Council approve the ISBA between Lake County and the City of Leesburg and authorizes the Mayor to sign the agreement.

MOTION

Bob Grenier moved to approve Option 1 – Approval of ISBA between Lake County and the City of Leesburg and authorize the Mayor to sign the agreement, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 16) Amend the Agricultural Reclaim Water Agreement with Cornelius Caldwell Citrus Grove

Ms. Houghton advised this request is to amend the agreement to reduce the amount charged for meters from $8,747.63 to 50% or $4,373.82. This is to be consistent with the other agricultural agreement with Whittaker Agricultural Groves. In June of 2009 Council adopted the current reclaim rates. Those rates only included two classes of customers: residential and large scale. Local growers came to the city and asked for a special rate class which Council approved by ordinance. It allowed staff to negotiate rates and bring back to the board for approval. Staff recommends approval.

MOTION

Bob Grenier moved to approve the staff recommendation to approve the amended agreement, seconded by Robert Speaks. The motion passed unanimously 5-0.

Tab 17) Update on the City Gateway Sign near Florida Hospital

Mr. Skutt reported that on October 9, 2009, Wilesmith Advertising presented to City Council recommendations for the city brand, logo, tagline, gateway design and other signage designs. City Council approved their recommendations and staff began to implement the plan.

Mr. Skutt noted the pedestrian kiosks have been installed in the downtown and the city has now received FDOT permitting for a wayfinding sign program which will direct travelers on the state roads to key points in the downtown. Staff is preparing an application with FDOT for the city gateway sign located at Waterman Hospital. He noted he had attached the proposed sign designed by Don Bell using the conceptual drawings prepared by Wilesmith that show a daytime and night time view.

Councilmember Speaks asked about the positioning of the sign and will it able to be brought out further by the highway. Mr. Drury noted the sign cannot be located on top of the water and sewer lines that are in between the current sign and the right of way. He said staff will do their best to bring the sign as close as possible without impending on those lines. Councilmember Speaks noted the existing sign is on the hospital property. Mr. Drury said that was correct and the City will require a permit from the State, approval from the hospital, and Council.

XI. OLD BUSINESS

Mr. Drury stated former Councilmember Norman Hope had requested that a statement be read into the record. He noted he had provided a copy to each Councilmember and it would be up to the Mayor to address this request. Mayor Smith requested Mr. Drury to read the letter into the record. Mr. Drury read the letter from Mr. Hope which stated that it had been a pleasure for him to serve on the Planning and Zoning Board, Police Pension Board, and the City Council and that he would look forward to continuing to attend Council Meetings and city events.

XII. NEW BUSINESS

Mayor Smith said that there will be appointments that need to be filled due to the election results and asked that those be brought forward to the next meeting.

XIX. AUDIENCE TO BE HEARD

Mayor Smith asked for audience comment.

Betty Burleigh – 214 N. New Hampshire Avenue

Ms. Burleigh offered congratulations to the new Mayor, Vice Mayor, and Councilmember Johnson. She said she was present to speak on behalf of the Friends of the Library. She said on October 29th the Friends of the Library voted to provide the city library with two outdoor tables, a t.v. monitor, five laptops, laptop storage, charger table, and a library sign for the corner of Caroline and North New Hampshire Avenue for a total of $5,250.00. She said they were told there would be a charge for the permit for the sign and asked if the city would waive the permit cost.

XX. REPORTS

Tab 14) City Administrator

Mr. Drury noted he had provided a list of upcoming meetings. He noted the employee Holly Jolly event is scheduled for Friday, December 12th at the Pavilion and he invited Council to attend as they are able.

City Clerk
Ms. Barnett congratulated Mayor Smith and welcomed the new councilmembers.

Human Resources
Ms. Tucker offered her congratulations and a Happy Thanksgiving to everyone.

Public Works
Mr. Thompson congratulated the Councilmembers.

Utilities
Mr. Hayes extended congratulations.

Police Chief
Chief Lubins added his congratulations.

Fire Chief
Chief Richards congratulated council on their appointments.

Community Services Director
Ms. Rogers added her congratulations and noted that this Saturday at Fred Stover complex will be a celebration recognize the past baseball season. She spoke about Light Up and noted that staff will be contacting the councilmembers regarding the parade.

Finance Director
Ms. Houghton stated congratulations to everyone and Happy Thanksgiving.

Community Services
Mr. Skutt said he will look into Mrs. Burleigh's request for the sign at the library.

City Attorney

Attorney Williams welcomed the new councilmembers. He thanked outgoing Mayor Robert Wolfe. He noted Mayor Wolfe had done a lot of work the last few years and was a tireless worker and a good servant for Tavares.

Tab 15) City Council

Councilmember Pfister

Councilmember Pfister said Mayor Smith has big shoes to fill and encouraged everyone to thank Robert Wolfe and Norman Hope for their service to the City.

Vice Mayor Grenier

Vice Mayor Grenier said that Mayor Wolfe had served during the City's most prolific boom in the City's history and asked everyone to thank him for his service. He acknowledged the involvement of Norman Hope and his love for the city.

Vice Mayor Grenier said on this date in 1849 Captain Melton Haynes and his wife Sarah Isabella were married. He acknowledged his friend Lewis from Disney World who was in attendance.

Vice Mayor Grenier said he was grateful to the citizens of Tavares for re-electing him to Council.

Councilmember Speaks

Councilmember Speaks expressed congratulations to Vice Mayor Grenier and to Mayor Smith and to Ms. Pfister on returning to Council and to Ms. Johnson for her election. He wished a happy birthday to Norman Hope and a Happy Thanksgiving to all.

Councilmember Johnson

Councilmember Johnson thanked everyone who has welcomed her from the city. She said she is willing to learn and listen and do the best job she can and looked forward to meeting all the staff.

Mayor Smith

Mayor Smith welcomed everyone back to a new year on Council. He said this weekend at Wooton Park was phenomenal with the jazz players, boat races, and two wedding parties at the Pavilion. He was told the hotel was completely booked so the city is moving along with special events and the pavilion bookings and he looked forward to the reports on the pavilion.

Mayor Smith said on this day in history in 1863 President Lincoln gave the Gettysburg address. He added that today is National Carbonated Beverage with Caffeine day.

Adjournment

There was no further business and the meeting was adjourned at 5:17 p.m.

Respectfully submitted,

Nancy A. Barnett

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

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

COUNCILMEMBERS PRESENT **ABSENT**

Kirby Smith, Mayor
Bob Grenier, Vice Mayor
Lori Pfister, Councilmember
Lisa Johnson, 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
Jacques Skutt, Director of Community Development

I. INVOCATION AND PLEDGE OF ALLEGIANCE

Jocelyn Williamson, Central Florida Freethought Community

II. CALL TO ORDER

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

Mayor Smith noted there were hearing devices at the entrance table. He said there is a Request to Speak form for anyone who wished to speak to be given to Chief Lubins or Chief Keith.

He also asked cell phones to be silenced.

VIII. APPROVAL OF AGENDA

Mayor Smith asked if there were changes to the agenda. Mr. Drury stated there were no changes.

MOTION

Robert Speaks moved to approve the agenda, seconded by Bob Grenier. The motion carried unanimously 5-0.

IV. APPROVAL OF MINUTES

Mayor Smith noted the approval of minutes for November 19th would be deferred.

V. PROCLAMATIONS/PRESENTATIONS

None

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

None.

VII. READING OF ALL ORDINANCES/RESOLUTIONS

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

ORDINANCE 2014 - 15

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE FOLLOWING SECTIONS OF THE CITY LAND DEVELOPMENT REGULATIONS; CHAPTER 8, TABLE 8-2, PERMITTED AND SPECIAL USES, AND ASSOCIATED NOTES; AMENDING SUBSECTION (10) PERTAINING TO PLANNED DEVELOPMENTS; AMENDING THE GENERAL STANDARDS FOR PLANNED DEVELOPMENTS; CREATING A TIME LIMIT FOR FOR THE DEVELOPMENT OF APPROVED PLANNED DEVELOPMENTS; PROVIDING FOR REVOCATON OF PLANNED DEVELOPMENTS THAT FAIL TO DEVELOP WITHIN PRESCRIBED DEADLINES; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2014 - 34

A RESOLUTION DETERMINING TO PROVIDE CERTAIN WATER AND WASTEWATER IMPROVEMENTS FOR THE AREA GENERALLY KNOWN AS SUNSET VIEW AND THREE LAKES PARK LOCATED ADJACENT TO TAVARES, LAKE COUNTY, FLORIDA; ACCEPTING THE PLANS AND SPECIFICATIONS, ASSESSMENT PLAT AND ESTIMATE OF COST SUBMITTED BY THE CONSULTING ENGINEERS; DETERMINING TO PAY THE COST THEREOF BY SPECIAL ASSESSMENTS AGAINST THE PROPERTIES SPECIALLY BENEFITTED THEREBY; DIRECTING THE

CONSULTING ENGINEERS TO MAKE AND FILE WITH THE COUNCIL AN ASSESSMENT ROLL COVERING SUCH IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2014 - 35

A RESOLUTION PERTAINING TO SPECIAL ASSESSMENT IMPROVEMENTS FOR THE AREA GENERALLY KNOWN AS SUNSET VIEW AND THREE LAKES PARK ADJACENT TO THE CITY OF TAVARES, FLORIDA; ACCEPTING THE ASSESSMENT ROLL PREPARED BY THE CITY ATTORNEY AND CONSULTING ENGINEER; FIXING THE TIME AND PLACE FOR PUBLIC HEARING ON THE ASSESSMENT ROLL; PROVIDING FOR MAILING AND PUBLISHING NOTICE OF SAID HEARING, WHERE THE COUNCIL SHALL HEAR ALL INTERESTED PERSONS, EQUALIZE SPECIAL ASSESSMENTS AND APPROVE AND CONFIRM SAME; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2014-33

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA ACCEPTING THE PROPOSAL OF BRANCH BANKING AND TRUST COMPANY TO PURCHASE THE CITY'S NOT TO EXCEED $1,100,000 SPECIAL ASSESSMENT NOTE, SERIES 2014 TO ACQUIRE AND CONSTRUCT IMPROVEMENTS TO THE CITY OWNED AND OPERATED WATER SYSTEM AND SEWER SYSTEM; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK TO SECURE THE REPAYMENT OF THE NOTE; PROVIDING FOR THE PAYMENT OF THE NOTE FROM SPECIAL ASSESSMENTS LEVIED AGAINST PROPERTIES SPECIFICALLY BENEFITED BY SUCH IMPROVEMENTS AND A SUBORDINATE LIEN ON NET REVENUES OF THE CITY SEWER SYSTEM, WATER SYSTEM AND STORMWATER SYSTEM, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTE, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE NOTE; DESIGNATING THE NOTE AS "BANK QUALIFIED;" PROVIDING FOR SEVERABILITY AND OTHER MATTERS IN REGARD THERETO; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2014 - 36

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AMENDING THE 2015 FISCAL YEAR ADOPTED BUDGET FOR THE CITY OF TAVARES, REPRESENTING THE FIRST AMENDMENT TO THE ADOPTED BUDGET, AND PROVIDING FOR A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

X. CONSENT AGENDA

None

XV. ORDINANCES/RESOLUTIONS

SECOND READING

Tab 12 – Ordinance #2014-15 – Amendment to Land Development Regulations, Chapter 8 , Clarification of Time Limits for Planned Developments and other amendments to the Planned Development Zoning District Regulations

Mr. Skutt stated the zoning map provides 12 standard zonings (six classes of residential, mixed use zoning, three classes of commercial, industrial and public facility). The zoning regulations also allow a zoning called "planned development." This is a specialized site specific zoning similar to a variance. He noted the PD's had been popular in the previous decade. The problem has been that with the declining economy many of the approved PD's never materialized and have become a burden to subsequent purchasers of these properties. He noted there have been several requests to rezone PD properties back to standard zonings.

Over the last few years the City has built in flexibility to the standard zoning regulations and policies/procedures, however, the present Land Development Regulations do not provide a clear procedure for handling abandoned PD's. This amendment will clean up the PD regulations and provide an automatic revocation of a PD if it is not completed within two years and if an extension is not requested by the developer. Under this ordinance if a city revokes a PD, the City will then initiate a rezoning of the property to a standard rezoning that is compatible to the Comprehensive Plan. On October 10th the Planning & Zoning Board recommended approval and staff recommends approval.

MOTION

Robert Speaks moved for the approval of Ordinance #2014-15, seconded by Lisa Johnson. The motion carried unanimously 5-0.

RESOLUTIONS

Tab #3) Resolution #2014-34 – Acceptance of Engineering Plans for Sunset View & Tavares Mobile Home Park Water/Wastewater Park

Attorney Williams noted he would present the background for both Tabs 3 and 4 although they will require separate votes. He noted this is culmination of a long process and deals with the area of Sunset View and Three Lakes Park which is across from the entrance to Imperial Terrace and Angelo's Restaurant. It is comprised of the Sunset Lake Subdivision, the Three Lakes Mobile Home Community, and two properties to the east referred to as "Buzzard Beach".

Attorney Williams said those communities have had problems with failing water and septic systems for approximately 10 years and there has been no central fire service. Residents began contacting the City about annexing into the City. He noted there was the barrier of crossing US 441. The City agreed to hire Wicks Consulting Engineering to develop a plan which has been done based on individual grinder pumps to make it cost effective. The project as defined in these resolutions is to extend water and sewer from underneath the road to the entrance of the TLP/Sunset View area and to branch those lines east and west and over to Buzzard Beach. The project will provide central water, central sewer, fire protection and repaving of the roads (not to standard city roads but with new pavement). The existing septic tanks will be abandoned in place.

Attorney Williams also discussed the annexation agreement which will be required five years after the project is completed, and the easement agreements for those on Lakeside Lane which is needed to install the pipes.

The project will cost approximately $1.5 million. The city will pay the contractor to complete the project with a loan from BB&T and the residents will repay the city through an assessment on their utility bill. Since it is a tax exempt loan the interest rate is 2.63. The statutes authorize the city to add 1% so the effective rate will be 3.63 to the residents and their share of the total cost will be amortized at that interest rate. They also have the choice to pay their entire assessment up front or in monthly increments.

Attorney Williams introduced Mike Williams, the City's bond counsel and Mark Galvin, the City's financial advisor. Proposals were solicited and the best rate was provided by BB&T. Attorney Williams noted in order to impose the assessment there are a number of steps that must be followed. Resolution #2014-34 accepts the bid $1,112,024 as the estimated total cost of the project; sets forth the assessment methodology and approves the plans and specifications. Resolution #2014-35 sets forth preliminary assessment roll and assessment map, and establishes the date of the Equalization Hearing where the actual assessments will be finalized and imposed on the property (January 21, 2015). The notice will sent by certified mail to each resident and it will also include a letter from Mr. Drury that will state exactly what amount will be assessed and how it will be collected. Currently based on the numbers the assessment is estimated to be $20,764.81. He noted there are some property owners that have elected not to be annexed. If and when they annex in at a future time they will have to pay their share and will also have to pay impact fees. which are currently $4200. For the people who are participating now, that fee has been waived as they began application when that waiver program was still in effect.

<u>Roy Carter, 12227 Lakeside Lane</u>

Mr. Carter discussed the Florida Statutes 381.00655 which requires every person who is within connection status to connect to a regional sewer system. He said he would like the city to recalculate the costs along the line of adding everyone in so that not just the people who are connecting now but those people who will be required to connect at some future point (septic tank failure and/or when they sell their property). Mr. Carter estimated a figure of 63 total lots.

Attorney Williams said Mr. Carter was correct about the statute and that he wished the Health Department would enforce the statute but they will not until the owner has to obtain a new septic

or well tank permit. He said this is a legal request and if Council decides to increase the number of buildable connection units the only downfall is that the City will be borrowing money to do the project for which the city will not be paid back immediately. He said Council can wait until the Equalization Hearing to make that decision. He recommended that Council adopt the preliminary assessment roll and map and direct staff to come back with the numbers of the scenario presented by Mr. Carter.

Councilmember Pfister asked if the interest would begin accruing daily for the people who are not paying. She asked if the city could be reimbursed in the future for the interest. Mr. Drury stated staff will do an analysis on how much debt will be carried and how long and how that will be budgeted and will provide options for Council consideration.

Attorney Williams asked Mike Williams if increasing the numerator would affect the bond issue. Mr. Williams answered it would not as the water revenues would provide a backup. Mr. Drury noted the rate payers will be carrying the debt for those lots and Ms. Pfister is asking if the City will be paid back with interest from those owners.

MOTION

Bob Grenier move to approve Resolution #2014-34, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 4) Resolution #2014-35 – Scheduling of Hearing for Acceptance of Assessment Roll for Sunset View & Tavares Mobile Home Park Water/Wasterwater Project

MOTION

Bob Grenier moved to approve Resolution #2014-35, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 5) Resolution #2014-33 – Financing Agreement with BB&T for Sunset View Water & Wastewater Project

Ms. Houghton stated at the last meeting City Council approved the proposal from BB&T for this project. The City's Bond Counsel has approved the resolution that authorizes staff to execute the financing documents for the issuance of this special assessment note series 2014 in the amount of $1,100,000. The proposal includes a 10 year amortization at a rate of 2.36%. Interest rates commence April 1, 2015; principal payments commence October 1, 2015 and there is a prepayment penalty of 1% but it allows for annual prepayments from the customers.

Mike Williams, Bond Counsel, noted the loan agreement provides that the City will review the amount of assessment revenue that has been collected twice a year and if funds are needed from the water and sewer fund to make debt service payments, that money is deposited under the 2012 utility resolution that was passed in connection with the water and sewer bond issue.

MOTION

Robert Speaks moved for the approval of Resolution #2014-33, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 6) Resolution #2014-36 – Budget Amendment for FY 2014-2015 Roll Forwards

Ms. Houghton stated this resolution will amend the 2015 annual operating budget. This brings forward any encumbrances that were outstanding but not completed in the prior year and any transfers between accounts.

MOTION

Bob Grenier moved to approve Resolution #2014-36, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 7) Request to Waive Commercial Impact fees by Owner of 115 S. Main Street

Mr. Neron noted the letter requesting waiver for this restaurant project was included in the packet. The impact fee waiver program ended in June of 2014 which resulted in several commercial projects being developed city-wide. The building plans accommodate a maximum of a 59 seat restaurant. Impact fees are a function of the number of seats which in this project would amount to $34,000. Mr. Neron said that the ordinance provides Council with the option to provide impact fee waivers on a case by case basis. Staff has reviewed this request and recommends approval in order for this project to move forward.

Annette Kroha, representing RHN Investments

Ms. Kroha stated that they are taking the existing structure of 6500 square feet that was originally a grocery store and dividing it into 8 spaces. She discussed the changes that are being made to the building.

Councilmember Pfister asked the costs of the sidewalk improvement. Ms. Kroha said at least $15,000. She said the intention is to make the sidewalk the same level as the inside so that the restaurant can have some outdoor seating. She said she is also in discussion with a seafood and meat market. Mayor Smith noted that the renovation process had started when the impact fee waiver program was still in effect.

Vice Mayor Grenier said he wanted to be sure it was clear that this impact fee waiver request was being done on a case by case basis as he did not want to set a precedent. Mr. Drury stated staff has looked at setting up a narrowly focused program in the CRA area however that would be brought back to Council for further discussion.

Ms. Kroha asked if her request for the waiver could be applied to the whole building. Mayor Smith concurred that was the intention.

Councilmember Pfister asked Mr. Hayes for his opinion. Mr. Hayes said he sees both sides of the issue. He said that staff will be reviewing the process for analyzing impact fees.

Councilmember Speaks noted the impact also on fire and police and sanitation services in addition to water and sewer.

MOTION

Lori Pfister moved to approve the impact fee waiver request for 115 E. Main Street, seconded by Robert Speaks. The motion was approved unanimously 5-0.

Attorney Williams noted the request is for the entire building and he wanted that to be clear.

Councilmember Pfister indicated that her motion was intended for the entire building and Councilmember Speaks added that his second to the motion was based on that understanding.

Tab 8) Request for Waiver and Release of Lien for Property located at 710 Alfred Street

Ms. Houghton noted she had provided an updated agenda summary in order to ensure all of the options were available to Council.

Ms. Houghton advised this request is to reduce all fees and all utility charges. She reviewed the basis for the ability of the city to lien unpaid utility charges and fire assessment charges.

In March of 2012 the owner was sent written notification by certified mail of the overdue balance. The letter stated that if the payment was not received the lien would be filed. The certified letter came back to the city unopened and as required, base charges and penalties have continued to accrue. Staff made more than one attempt to re-send the letter to another address. The total amount due as of today is $15,399.77. One of the owners (Linda Sims) contacted the Finance Department and requested consideration of an adjustment to expedite the closing of the sale of the property. Staff offered to waive half of the penalties reducing the amount to $9,483.26 to allow the property to close however the offer was rejected by the owner.

Ms. Houghton advised the owner that staff could not authorize a further reduction of the fees and only City Council could waive accrued charges. She said she had advised the owners that because of the bond covenants a successful waiver may not be possible. She said Ms. Sims had requested to petition Council for waiver of all fees and the penalties.

Ms. Houghton reviewed the options that staff had proposed to Council and whether they were consistent with city bond covenants.

Linda Sims, 2729 Kennedy Drive, Tallahassee, FL

Ms. Sims stated she spoken to the Finance Department staff who had indicated the monies owed had been worked down to $3,488 and if they were not satisfied she would need to come to the City Council meeting. She discussed the issues concerning the property ownership and transfer of deed. She said the notification was not sent to the owners and they did not know about it until they went to sell the property. She said she recently come to Tavares and paid the taxes because it was going to be sold at the courthouse and she had taken care of a fine at a Code Enforcement Hearing.

Ms. Sims said she is trying to get the property sold and would appreciate some lienency because the owners did not know about the lien.

Mr. Drury confirmed the Magistrate did reduce the code violation fine and that had been resolved.

Councilmember Pfister asked the assessed value of the property. Ms. Sims said it is $34,000. Mr. Drury said he believed the records show $39,400.

Councilmember Pfister said she was concerned about the precedence that will be set if the city forgives the lien.

MOTION

Lori Pfister moved to approve Option 1, require full payment of all penalties and fees, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 9) Aesop's Park Tennis Courts Resurfacing and Wind Screen

Councilmember Pfister said the tennis courts are a basic facility that cities provide to their residents. She said the courts are in bad shape. She held up a tennis ball that had picked up mold from the court surface.

Linda Meads and Will Gifford

Ms. Meads said they enjoy the park and support the request and there is a good size group of tennis players that will also support this request. Mr. Gifford noted the courts are slippery due to the mold and the parking lot needs to be re-graded.

Mayor Smith asked about any liability to the city. Attorney Williams noted that if there was a risk of falling the courts should either be fixed or closed. Mayor Smith said he is generally not in favor of taking the money from reserves however with the conditions described he would be in favor of using contingency funds. Councilmember Pfister asked for new screens and for the parking lot to be re-graded.

Councilmember Speaks asked about the estimate of $10,000. Mr. Drury responded that staff will obtain bids.

MOTION

Lori Pfister moved to approve staff requesting bids to revamp the tennis courts and parking facility, seconded by Bob Grenier.

Mayor Smith asked that it not exceed $10,000.

Mr. Drury stated Council could authorize staff to appropriate $10,000 from reserves to do the project in conformance with standard bidding policies of the city. He said if it is more than $10,000 after it is bid, it would be brought back to Council.

Lori Pfister amended her motion to authorize staff to request bids to revamp the tennis courts and parking facility and appropriate $10,000 from reserves to do the project in conformance with standard bidding policies but to bring back to Council if the cost exceeds $10,000. The amended motion was seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 10) Draft Golf Cart Ordinance

Mr. Skutt stated he had been working on a draft golf cart ordinance regarding licensing requirements. He asked for clarity from Council on this subject. He reviewed the options that had been discussed at previous meetings: 1) no drivers license requirement (no changes to the ordinance needed); 2) drivers license requirement with no exception and 3) no drivers license required except that it would be unlawful to operate a golf cart if one's drivers license is currently under suspension or revocation. To assist the Police Department the line was added "In lieu of a drivers license the drivers must have in their position a Florida I.D. card issued by the Department of Safety and Highway Motor Vehicles.

Councilmember Pfister said her opinion remained that Council should leave the ordinance as is, as the ordinance is working and there have been no incidences. Mayor Smith stated he was in agreement. Councilmember Speaks asked for Chief Lubins' comments. Chief Lubins said with no requirement for identification it requires some further investigation by the officers to determine identity.

Mayor Smith invited Mary Lemoreux to speak.

Ms. Lemoreux spoke in support of not requiring a driver's license as it has been a benefit to her family member who does not have a drivers license and that the current ordinance is appropriate and just needed to be enforced.

Councilmember Johnson said she believed driving is a privilege and spoke in support of requiring a drivers license. She asked Chief Lubins for comment. Chief Lubins said the officers have expressed some concerns but it will be his responsibility to enforce Council's decision.

Discussion followed about options for providing an ID. Chief Lubins said the officers cannot force someone to provide an ID unless the person is on a public road or there is probable cause that the person is committing a crime.

Councilmember Pfister said the State of Florida has imposed a penalty that results in losing a drivers license which does not include a provision that the person cannot drive a golf cart so the city should not add another penalty. However she said she would support a golf cart registration program.

MOTION

Lori Pfister moved to leave the golf cart ordinance as it is currently, seconded by Bob Grenier. The motion carried 4-1 as follows:

Kirby Smith Yes

Bob Grenier	**Yes**
Robert Speaks	**Yes**
Lisa Johnson	**No**
Lori Pfister	**Yes**

Tab 11) Proposed Fees for Leasing Parking Lot

Mr. Drury stated that Council had requested staff to address a potential problem of parking for the new pavilion. Some parking has been added along Lakeshore Drive, some in the Public Works complex, and a short term lease entered into of the old Lake Building gravel lot. During the discussions on the leasing of the lot, there was a request to review the anticipated rental rate. The proposed rental rate is $25.00 an hour up to $100 maximum for a 24 hour period.

Councilmember Pfister asked if it should only be $100 a day with no hourly rental.

Mayor Smith noted the pavilion may be rented twice a day for weddings. Mr. Drury discussed some ideas for regulating the parking with a gate and a code.

MOTION

Lori Pfister moved to approve the rate of $25.00 per hour with a not to exceed of $100 per 24 hours, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 12) Update on Horizon Committee and Board Representatives

Mr. Drury reviewed the vacancies on the Horizon Project teams and assignments were made as follows:

- Special Events Project Team – Councilmember Pfister
- Public Safety Complex – Vice Mayor Grenier
- Tavares Sports Park Complex – Mayor Smith
- Sister City Program – Mayor Smith
- Golden Triangle Fire District – Councilmember Speaks
- Acquisition of Lake County Clerk's Building – Mayor Smith

Other Boards:

- Florida League of Cities Legislative Committee – Roy Stevenson
- Lake Community Action Agency – Councilmember Johnson

- Lake County League of Cities – Councilmember Speaks with Mayor Smith as alternate
- Lake County League of Cities – Solid Waste Advisory Committee – Lori Houghton (deferred)
- Lake County Schools Local Preference Committee – Lori Houghton (deferred)
- Lake County Water Alliance Technical Committee – Brad Hayes (deferred)
- Metropolitan Planning Organization – Councilmember Johnson
- Metropolitan Planning Organization – Technical Advisory Committee – Jacques Skutt & Alisha Maraviglia
- Metropolitan Planning Organization – Bicycle/Pedestrian Committee
- Metropolitan Planning Organization – Citizens Advisory Committee – David Clutts
- MyRegion.org – John Drury
- Tavares Chamber of Commerce – Lisa Johnson
- School Concurrency Committee Annual Meeting – December 9, 2014 – Jacques Skutt will attend to represent the City as an observer.

Tab 13) Update on City Projects and Initiatives

Mr. Drury said he has provided the status of 30 projects. He asked Council to contact him for further information as needed.

Tab 14) Community Grant Program

Ms. Barnett stated that Community Services grants have been provided to 501C3 agencies that promote the social and economic well being of the Tavares residents. Some examples are the Early Learning Coalition program for their aftercare program and the New Vision program for the visually handicapped. This year $2500 was budgeted in Administration and the recommendation is to provide no more than $500 per agency. Staff will advertise and then meet and rank the applications and bring to Council for final approval.

MOTION

Lori Pfister moved to approve the Community Services Grant program as presented, seconded by Robert Speaks. The motion carried unanimously 5-0.

Tab 15) Tavares Babe Ruth Tournament Travel Assistance Program

Ms. Rogers stated every spring during the All Stars season the City sends youth to tournament play. Up to $5500 is budgeted for tournament fees and uniforms and other associated costs. All of the age groups are represented. Requests have come to the City looking for additional assistance for travel needs. This policy will clarify what will be available should the children advance. The policy earmarks up to $1500 for both boys and girls ($250.00 per tournament).

MOTION

Lori Pfister moved to approve the Tavares Babe Ruth Travel Assistance Policy, seconded by Bob Grenier.

Mr. Drury said one of the main themes was equity between softball and baseball and this has been addressed.

The motion carried unanimously 5-0.

XI. OLD BUSINESS

Waiver of fee for Sign for Friends of the Library

Councilmember Pfister asked for an update on the request from Ms. Burleigh.

Ms. Rogers noted that she had spoken to Ms. Burleigh and confirmed that the fee is always waived for city projects.

XII. NEW BUSINESS

Renaming of Civic Center

Councilmember Pfister requested that Council consider renaming the Tavares Civic Center, the "Tavares Senior Center." She said the change of name would only involve the cost of changing the sign and the city might be in the position of being able to acquire grants for senior services with an identified senior center.

Mayor Smith said he would be fine with having this put on a future agenda.

XIX. AUDIENCE TO BE HEARD

Mayor Smith invited comment from the audience.

Betty Burleigh, 214 N. New Hampshire Avenue

Ms. Burleigh said on this date in 1957 the Town Council voted to give the police a raise on the request of Mayor Roy Caldwell. She read the specific raises: "Chief W.F. Law from $3300 a year to $3400; L.G. Clark from $2900 to $3200; and Andy Hanson from $2700 from to $3000 a year." She noted Tavares did not become a city until June of 1959.

Larry Morris, Owner of Morris & Associates

Mr. Morris said his company is the low bidder on the Sunset Mobile Home project. He said he is beginning to get pressure from vendors for price increases. He asked when the Notice to Proceed would be issued. Attorney Williams advised the pre-closing will occur on December 4th; the loan should be closing Friday and he anticipated issuing the Notice to proceed the following week.

XX. REPORTS

Tab 14) City Administrator

City Clerk

Human Resources

Ms. Tucker reminded everyone of the Holly Jolly employee annual Christmas gathering next Friday at the pavilion.

Public Works

Utilities

Police Chief

Fire Chief

Community Services Director

Ms. Rogers reminded everyone of the Light Up event and the parade. She commended Scott Aldrich on the completion of the new bathrooms at Ingraham Park finished recently.who completed a bathroom project at Ingraham Park recently.

Finance Director

Community Services

City Attorney

Attorney Williams commended Mayor Smith on doing a good job as Chair in covering a lot of material at the meeting.

Tab 15) City Council

Councilmember Pfister

Vice Mayor Grenier

Vice Mayor Grenier noted his city email address is not operational yet.

Vice Mayor Grenier said the original Pavilion on the Lake was approved by the Town Council in 1912. He said it is the 60th anniversary of the movie "White Christmas."

Councilmember Speaks

Councilmember Speaks said he had recently spent time in Baltimore dealing with the snow and was glad to be home.

Councilmember Johnson

Councilmember Johnson said she had had an interesting time meeting with staff and learning about the departments and she looked forward to visiting the other department heads. She thanked the city employees who assisted her with serving Thanksgiving dinner. She thanked Council for her appointment to the Lake Community Action Agency.

Mayor Smith

Mayor Smith stated on this day in 1950 Paul Harvey started his National Broadcast Radio Show. He added today is National Roof Over Your Head Day which is to remind people to be thankful for what they have.

Adjournment

There was no further business and the meeting was adjourned at 6:19 p.m.

Respectfully submitted,

Nancy A. Barnett

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

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™

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

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation of Master Municipal Clerk Certification to City Clerk and Deputy Clerk

OBJECTIVE:

The Central East Director of the Florida Association of City Clerks will present the International Institute of Municipal Clerks certification of Master Municipal Clerk to the City Clerk and the Deputy Clerk.

SUMMARY:

The Master Municipal Clerk certification is awarded to Certified Municipal Clerks who have obtaining a number of advanced educational credit hours and training through workshops, seminars, and higher education and who have documented additional hours of contributions to their profession and community. Ms. Novack and Ms. Barnett have both served as officers in their professional organizations and have worked many years to continually improve their knowledge and skills. Together they bring a total of 28 years of experience to serve the Tavares community as their City Clerks.

There are 323 cities in Florida that have membership in the Florida Association of City Clerks; of those there are seven other cities that have both their City Clerk and Deputy Clerk who have a achieved their Master Municipal Clerk designation.

Ms. Novack was awarded her Master Municipal Clerk designation in 2011 and Ms. Barnett recently in 2014.

OPTIONS:
n/a

STAFF RECOMMENDATION:
n/a

FISCAL IMPACT:
n/a

LEGAL SUFFICIENCY:
Legally sufficient.

International Institute of Municipal Clerks

Professionalism in Local Government

September 13, 2011

Dear Sue Novack-Wilson, MMC:

On behalf of the Board of Directors, it is my pleasure to inform you that you have been awarded the International Institute of Municipal Clerks' designation of Master Municipal Clerk. Included in this package is your hard-earned MMC certificate, as well as your MMC lapel pin. We know you will wear it proudly.

IIMC grants the MMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. We applaud your educational accomplishments and achievement of this milestone and congratulate you on your personal pursuit of professional excellence.

Sincerely,

Colleen J. Nicol, MMC
IIMC President

International Institute of Municipal Clerks

Professionalism in Local Government

November 4, 2014

Dear Nancy Barnett, MMC:

On behalf of the Board of Directors, it is my pleasure to inform you that you have been awarded the International Institute of Municipal Clerks' designation of Master Municipal Clerk. Included in this package is your hard-earned MMC certificate, as well as your MMC lapel pin. We know you will wear it proudly.

IIMC grants the MMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. We applaud your educational accomplishments and achievement of this milestone and congratulate you on your personal pursuit of professional excellence.

Sincerely,

Brenda K. Young

Brenda Kay Young
IIMC President

8331 Utica Avenue, Suite 200, California 91730 • Phone (909) 944-4162 • Fax (909) 944-8545 • E-mail: hq@iimc.com

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™

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

AGENDA TAB NO. 3
SUBJECT TITLE: Request approval to authorize the Mayor to execute Amendment No. 2 for the State Revolving Fund Loan DP350900 for the Downtown CRA Sewer Rehabilitation Improvements

OBJECTIVE:
Request Council Approval to authorize the Mayor to execute Amendment Number 2 for State Revolving Fund (SRF) Downtown CRA Sewer Rehabilitation, Loan No. DP350900 from the Florida Department of Environmental Protection (FDEP), in the amount of $676,490 with an interest rate of 1.83 and capitalized interest in the amount of $2,600.

SUMMARY:
Previously, the City Council authorized application and acceptance of a USDA-RD Loan for rehabilitation and replacement of the Downtown CRA Wastewater and Sewer Infrastructure. Due to significant timing constraints imposed by the USDA, and the availability of SRF Funding options, the City Council approved the supplanting of USDA funding with FDEP State Revolving Loan Funds (SRF) on November 21, 2012.

A timeline summary of significant events related to this project is provided below (meetings and approvals also provided public meeting requirements for the SRF program):

- On February 17, 2010, the City Council held a Public Information Meeting concerning application to the USDA Rural Development Agency for funding of the Downtown Water/Wastewater Improvement Project

- On May 17, 2010, the City Council approved the acceptance the Letter of Conditions dated May 10, 2010 from the USDA Rural Development agency for loan funding in the amount of $15,805,000 and with a grant funding component in the amount of $1,195,000 from the USDA Rural Development Agency for the Downtown Water/Wastewater Improvement Project.

- On July 7, 2010, a presentation was presented to the City Council detailing the various aspects of the project.

- On November 11, 2010, the City Council approved Resolution 2010-15 known as the Bond Resolution which set forth acceptance of the USDA Loan.

- On January 11, 2011, the City Council approved Resolution 2011-03 which provides for reimbursement of project expenditures from debt proceeds as they become available so that the project may begin. The project is currently pending.

- On May 18, 2012, the City Council approved a affordability study for the additional required debt service needed for the USDA Project.

- On November 21, 2012, the City Council approved the consolidation of the Stormwater Utility with the Water/Wastewater Utility and supplanting the USDA Loan Application and requested

the City Administrator to pursue SRF funding for the CRA Water/Wastewater Improvement Project.

- This project was designed by Arcadis (Malcolm Pirnie), and was advertised for Public Bid on February 27, 2013.

- On May 18, 2013, the City Council Approved Resolution No. 2013-05 which provided authorization for executing SRF Loan No. DP 350900 for Downtown CRA Wastewater Improvements.

- City Council awarded the project bid to Dallas 1 Construction on June 5, 2013.

- On May 7, 2014, the City Council approved Amendment No. 1 in the amount of $500,000, increasing the loan principal from $5,427,500 to $5,927,500 (excluding capitalized interest and loan service fees).

This Amendment provides funding to cover additional construction, engineering, and technical services for CRA Sewer improvements to include additional gravity and sewer lift station systems along the West side of SR 19 between Maude Street and Lakeshore Blvd.

OPTIONS:

1. **Move to Approve SRF Loan DP350900 Amendment No. 2** in the amount of $676,490 increasing the loan principal from $5,927,500 to $6,603,990 (excluding capitalized interest and loan service fees) for Sewer Rehabilitation Improvements in the Downtown CRA, and authorize the Mayor or Vice Mayor execute the loan amendment documents.

2. **Do Not Approve SRF Loan DP350900 Amendment No. 2** in the amount of $676,490, increasing the loan principal from $5,924,500 to $6,603,990 (excluding capitalized interest and loan service fees) for Sewer System Rehabilitation Improvements in the Downtown CRA.

STAFF RECOMMENDATION:

Option 1: Move to Approve SRF Loan DP350900 Amendment No. 2 in the amount of $676,490 increasing the loan principal from $5,927,500 to $6,603,990 (excluding capitalized interest and loan service fees) for Sewer Rehabilitation Improvements in the Downtown CRA, and authorize the Mayor or Vice Mayor execute the loan amendment documents.

FISCAL IMPACT:
Debt service requirements for this project were included in the City's most recent Water, Wastewater, and Reclaim Water Rate Study presented to Council on November 19, 2014, and were also included in the affordability analysis provided to the City Council on May 18, 2012.

Semi-annual Debt Service obligations will increase from $129,560 to $145,191 (including coverage and capitalized interest). This change will be reflected in the Second Budget Amendment for FY2015.

LEGAL SUFFICIENCY: The City Attorney has reviewed the resolution for legal sufficiency.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

November 20, 2014

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

Re: DP350900 – Tavares
Major Sewer Rehabilitation

Dear Mr. Hayes:

Attached are copies of proposed Amendment 2 to the City of Tavares' State Revolving Fund Debt Purchase Agreement and a Promissory Note covering the additional funding. The amendment provides an additional $676,490 for this project.

Please have the appropriate officials sign and seal two copies of each and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will sign the documents and mail fully executed originals to the City. **Please do not date the Security Agreement; we will date it the same as the loan executed date.** Also note that the Special Conditions listed in Section 10.08 of the Agreement, as amended, must be provided before any funds can be released from the prior and this amendment.

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

Sincerely,

Angela Knecht

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tw

Attachments

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

CLEAN WATER STATE REVOLVING FUND
AMENDMENT 2 TO DEBT PURCHASE AGREEMENT DP350900
CITY OF TAVARES

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF TAVARES, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a Clean Water State Revolving Fund Debt Purchase Agreement, Number DP350900, as amended, authorizing a Debt amount of $5,927,500, excluding Capitalized Interest; and

WHEREAS, the Local Government is entitled to additional financing of $676,490, excluding Capitalized Interest; and

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

WHEREAS, an estimated Service Fee must be established for the additional financing; and

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

WHEREAS, Loan repayment activities need rescheduling to give the Local Government additional time to complete construction.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.03 of the Agreement is hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

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.

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

REMAINDER OF PAGE INTENTINALLY LEFT BLANK

State Resources Awarded to the Local Government 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	Wastewater Treatment Facility Construction	$6,603,990	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Local Government, the Local Government 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government 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. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $500,000 threshold has not been met. In the event that the Local Government expends less than $500,000 in state financial assistance in its fiscal year, and 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department of Environmental Protection at the following address:

Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

(b) 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 Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 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 Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon

request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement.

The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department 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 Chief Financial Officer or Auditor General.

2. Additional financing in the amount of $676,490, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 1.86 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is .93 percent per annum and the Grant Allocation Assessment rate is .93 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before January 1, 2015, the Financing Rate may be adjusted.

4. The estimated principal amount of the Debt Purchase is hereby revised to $6,690,390, which consists of $6,603,990 authorized for disbursement to the Local Government and $86,400 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of $5,506,500, including $5,427,500 authorized for disbursement to the Local Government and $79,000 of Capitalized Interest, at a Financing Rate of 1.62 percent per annum (the interest rate is .81 percent per annum and the Grant Allocation Assessment rate is .81 percent per annum); and

(b) Amendment 1 of $504,800, including $500,000 authorized for disbursement to the Local Government and $4,800 of Capitalized Interest, 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

(c) Amendment 2 of $679,090, including $676,490 authorized for disbursement to the Local Government and $2,600 of Capitalized Interest, at a Financing Rate of 1.86 percent per

annum (the interest rate is .93 percent per annum and the Grant Allocation Assessment rate is .93 percent per annum).

5. An additional Service Fee in the amount of $13,530, for a total of $132,080, is projected based on the total Debt Purchase amount being disbursed. The fee represents two percent of the Debt Purchase amount excluding Capitalized Interest; that is, two percent of $6,603,990.

6. The Semiannual Payment amount is hereby revised and shall be in the amount of $145,191 until this Agreement is further amended. Such payments shall be received by the Department on October 15, 2015 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Each Semiannual Payment, will be proportionally applied toward repayment of the amounts owed on each incremental amount at the date such payment is due.

The Semiannual Payment amount is based on the total amount owed of $6,822,470, which consists of Debt principal of $6,690,390 plus the estimated Service Fee of $132,080.

7. The Local Government and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Debt Purchase. 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 Government'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 Debt amount until that amount has been disbursed; the Financing Rate established for the original Debt 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 Debt financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COST($)
Allowance	438,680
Construction and Demolition	5,565,290
Contingencies	226,765
Technical Services After Bid Opening	373,255
SUBTOTAL (Disbursable Amount)	6,603,990
Capitalized Interest	86,400
TOTAL (Debt Principal Amount)	6,690,390

8. Section 10.07 of the Agreement is deleted and replaced as follows:

The Local Government agrees by execution hereof:

(1) Completion of Project construction is scheduled for April 15, 2015.

(2) The Debt Service Account shall be established and Monthly Deposits shall begin no later than April 15, 2015.

(3) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due July 15, 2015. Thereafter, the certification shall be submitted no later than September 30 of each year until the final Semiannual Repayment is made.

(4) The first Semiannual Payment in the amount of $145,191 shall be due October 15, 2015.

9. Section 10.08 is deleted and replaced as follows:

Prior to any funds being released, the Local Government shall submit a certified copy of the Resolution which authorizes the total amount of the Debt.

10. All other terms and provisions of the Debt Purchase Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Debt Purchase Agreement DP350900 shall be executed in two 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 Department has caused this amendment to the Debt Purchase Agreement to be executed on its behalf by the Program Administrator and the Local Government 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 Program Administrator.

for
CITY OF TAVARES

_____
Mayor

Attest:

Approved as to form and legal sufficiency:

_____
City Clerk

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Program Administrator
State Revolving Fund

_____
Date

PROMISSORY NOTE
(Business Purpose)
Florida Department of Environmental Protection

---

1. DATE AND PARTIES. The date of this Promissory Note ("Note") is _____. This Note evidences a loan, which includes all extensions, renewals, modifications and substitutions of the loan ("Loan"). The parties to this Note and to the Loan are:

BORROWER:	LENDER:
CITY OF TAVARES a FLORIDA local government 201 E. Main Street Tavares, Florida 32778 59-60000438	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION a FLORIDA state agency 2600 Blair Stone Road, M.S. 3505 Tallahassee, Florida 32399-2400

2. PROMISE TO PAY. For Value Received, City of Tavares ("Borrower") promises to pay to the Florida Department of Environmental Protection ("Department") the aggregate principal amount outstanding on the Borrower's Loan in the sum of Six Million, Six Hundred Three Thousand, Nine Hundred Ninety Dollars ($6,603,990), or so much thereof as may, from time to time, be advanced to the Borrower hereunder, plus interest from the date of disbursement on the unpaid principal balance, as shown on The Department's records, which shall at all times be conclusive and govern. Financing charges shall accrue on unpaid principal installments at an annual rate equal to 1.62 percent of the unpaid principal of the original Agreement, 2.06 percent of the unpaid principal of Amendment 1, and 1.86 percent of the unpaid principal of Amendment 2.

3. LOAN REPAYMENT SCHEDULE. Loan repayments shall be semiannual for 30 years. The Semiannual Payment shall be computed based upon the principal amount of the Loan and level debt service. The Semiannual Payment amount may be adjusted, by written amendment, based upon revised information. After the final disbursement to the Borrower, the Semiannual Payment shall be based upon the actual Project costs and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. Each Semiannual Payment shall be in the amount of $145,191 until the payment amount is adjusted by amendment. Semiannual Payments shall be received by the Department beginning on October 15, 2015, and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means. Further details of principal amount, associated charges, and the manner of repayment shall be set forth in the Debt Purchase Agreement executed on even date herewith and the terms of which are incorporated herein by reference (the "Debt Purchase Agreement").

4. PLEDGED REVENUES. The Borrower pledges as security for repayment of the Loan the Gross Revenues of the Water, Sewer and Stormwater Systems after payment of Operation and Maintenance Expenses and after satisfaction of obligations under the Senior Revenue Obligations identified as follows: City of Tavares, Florida, Utility System Refunding Revenue Bonds, Series 2012A, issued in the amount not to exceed $4,275,000, pursuant to Master Utility System Bond Resolution No. 2012-17, and City of Tavares, Florida, Utility System Improvement Revenue Bonds, Series 2012B, issued in the amount not to exceed $3,000,000, pursuant to Master Utility System Bond Resolution 2012-17. Pledged Revenue coverage shall be subject to the terms of the Debt Purchase Agreement.

5. LOAN DISBURSEMENTS. The Department and the Borrower have established specific instructions and procedures by which disbursements can be made pursuant to the terms and conditions of the Debt Purchase Agreement, but nothing contained herein shall create a duty on the part of the Department to make said disbursement if the Borrower is in default of the terms of this Note or the terms of the Debt Purchase Agreement. In no event shall the Borrower be entitled to total disbursements hereunder exceeding the amount as may be determined in accordance with the Debt Purchase Agreement.

6. EFFECT OF PRE-PAYMENT. The Borrower may prepay the Loan, in whole or in part, at any time without premium or penalty. Absent a default under this Note or the Debt Purchase Agreement, any payments received by the Borrower shall be applied according to the terms and conditions of the Debt Purchase Agreement. No partial prepayment shall excuse or defer the Borrower's subsequent payments or entitle the Borrower to a release of any collateral. Interest shall cease to accrue on the amounts prepaid on the day actually credited by the Department.

7. LATE CHARGE. If any payment of interest and/or principal is not received by the Department when such payment is due, the Borrower agrees to pay the Department a late charge as provided in the Debt Purchase Agreement.

8. EVENTS OF DEFAULT. The Borrower shall be in default upon the occurrence of default in the payment of any of the principal hereof or any interest thereon when due, or if any event occurs or condition exists which constitutes a default or authorizes the acceleration of the maturity hereof under the Debt Purchase Agreement.

9. DEFAULT FINANCING RATE. Upon the acceleration of this Note pursuant to its terms or the terms of the Debt Purchase Agreement, the Borrower agrees that the penalty interest and Financing Rate to be charged on unpaid principal and accrued finance charges shall be as provided in the Debt Purchase Agreement.

10. REMEDIES ON DEFAULT. Upon or after an event of default, all or any part of the principal and accrued interest on this Note shall become immediately due and payable at the option of the Department, without presentment or demand or any notice to the Borrower or any other person obligated hereon. The Department may exercise all rights and remedies provided by law, equity, this Note and the Debt Purchase Agreement. Time is of the essence with regard to all obligations in this Note and in the Debt Purchase Agreement. Failure to

exercise any remedy or right under the Debt Purchase Agreement or hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

11. ATTORNEY'S FEES. In the event the Department utilizes the services of an attorney in attempting to collect the amounts due hereunder or to enforce the terms hereof or of any agreements related to this indebtedness, or if any holder hereof becomes party plaintiff or defendant in any legal proceeding in relation to the property described in any instrument securing this Note or for the recovery or protection of the indebtedness evidenced hereby, the Borrower, its successors and assignees, shall repay to the Department, on demand, all costs and expenses so incurred, including reasonable attorney's fees, including those costs, expenses and attorney's fees incurred after the filing by or against the Borrower of any proceeding under any chapter of the Bankruptcy Code, or similar federal or state statue, and whether incurred in connection with the involvement of any holder hereof as creditor in such proceedings or otherwise.

12. NO DUTY BY THE DEPARTMENT. The Department is under no duty to preserve or protect any Collateral until the Department is in actual or constructive possession of the Collateral. For purposes of this paragraph, The Department shall only be considered to be in "actual" possession of Collateral when the Department has physical, immediate and exclusive control over the Collateral and has affirmatively accepted such control. The Department shall only be considered to be in "constructive" possession of the Collateral when the Department has both the power and the intent to exercise control over the Collateral.

13. WAIVER AND CONSENT BY THE BORROWER AND OTHER SIGNERS. Regarding this Note, to the extent not prohibited by law, the Borrower and all and any other signers waive demand, presentment for payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note or the release of any part primarily or secondarily liable hereon and further agree that it will not be necessary for any holder hereof, in order to enforce payment of this Note by any of them, to first institute suit or exhaust its remedies against any maker or others liable herefor, and consent to any extension or postponement of time or payment of this Note or any other indulgence with respect hereto without notice thereof to any of them.

14. AMENDMENT. The provisions contained in this Note may not be amended, except through written amendment which is signed by the Borrower and the Department.

15. INTEGRATION CLAUSE. This written Note and all documents executed concurrently herewith, represent the entire understanding of the parties as to the obligations and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

16. FURTHER ASSURANCES. The Borrower agrees, upon request of the Department and within the time the Department specifies to provide any information and to execute any, acknowledge and deliver and record or file such further instruments or documents as may be required by the Department to secure this Note or confirm any lien.

17. GOVERNING LAW. This Note shall be governed by the laws of the State of Florida.

18. FORUM AND VENUE. In the event of litigation pertaining to this Note, the exclusive forum, venue and place of jurisdiction shall be in the State of Florida, in the State Court, in the County of Leon.

19. DEFINITIONS. The Terms used in this Note, if not defined herein, shall have their meanings as defined in the Debt Purchase Agreement or other documents executed contemporaneously herewith.

20. ENFORCEABILITY. If any provision of this Note shall be held unenforceable or void then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Note.

21. NOTICE. All notices under this Note must be in writing.

BORROWER:

CITY OF TAVARES
a FLORIDA local government

By: _____
Mayor

(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

State of Florida Documentary Stamp Tax is not required on this Note.

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

AGENDA TAB NO. 4

SUBJECT TITLE: Request for Donation for Tavares Middle School Band

OBJECTIVE:

To consider a request for assistance from the President of the Tavares Middle School Band Boosters.

SUMMARY:

Council recently approved a community grants program that was funded for $2500. The policy approved was that community organizations that serve Tavares residents who provide social and community services could apply for up to a $500 grant from the city for a worthy initiative.

The program is kicking off in December with an advertisement in the newspaper and city website announcing that the City is accepting applications over the next 60 days from community organizations after which a ranking committee will evaluate, rank and make award recommendations to Council in February.

The President of the Tavares Middle School Band Boosters has approached the City through Council member Lori Pfister with a letter for support (see attached letter) for their upcoming trip to the Florida Music Educator's Conference in Tampa in January 2015. Tavares Middle School was one of three Florida middle school bands chosen to perform at this event. The event is scheduled for January which will be prior to the ranking committee's conclusion and thus the reason staff is presenting this request now.

.**OPTIONS:**

1) Approve an amount of $500 for the Tavares Middle School Band Trip to the Florida Music Educator's Conference in January 2015 and deduct this amount from the $2500 budgeted community grant program.
2) Approve an amount of $500 for the Tavares Middle School Band Trip to the Florida Music Educator's Conference in January 2015 and take from contingency reserves.
3) Do not approve this request and invite the Tavares Middle School Band Boosters to apply for funding for needs other than the upcoming trip.

STAFF RECOMMENDATION: That Council moves to approve an amount of $500 for the Tavares Middle School Band Trip to the Florida Music Educator's

Conference in January 2015 and deduct this amount from the $2500 budgeted community grant program

FISCAL IMPACT: Sufficient amount of $2,500 is budgeted in the Community Grant program to cover this $500 request.

LEGAL SUFFICIENCY: YES

THE CITY OF TAVARES
COMMUNITY GRANT APPLICATION
FOR NOT FOR PROFIT ORGANIZATIONS
GENERAL PROGRAM SUPPORT

The City Council of the City of Tavares is committed to supporting non-profit agencies that enhance the quality of life for Tavares citizens. To that end, the City Council may budget, on an annual basis money to support non-profit organizations ***in their efforts to promote the social, emotional and economic well-being of the residents and visitors of the City of Tavares.***

1. APPLICANT ORGANIZATION:

A. LEGAL NAME OF APPLICANT: Tavares Middle School Band

B. ADDRESS: 13032 Lane Park Cutoff Road, Tavares, Florida 32778

C. CONTACT PERSON: Mary Garcia, President, Tavares Middle School Band Boosters

D. ADDRESS: 2354 Barons Court, Tavares, FL 32778

E. TELEPHONE NUMBER: (352) 516-0207

F. FAX: (352) 253-0163

G. 501(C) 3 NON PROFIT ORGANIZATION'S REGISTRATION NUMBER:

Tavares Middle School

(If not a 501C3, write "N/A"

I certify that the information is true and correct and that this application is made solely for the purpose of funding the described service or event. I understand that this application may be rejected if the information provided is incorrect. I also understand that the application does not release the applicant from the responsibility to secure the necessary City, County, State and Federal permits which may be required to conduct any event or provide any service related to the organization.

AUTHORIZED SIGNATURE: Mary Garcia

TITLE: President and Treasurer, Tavares Middle School Band Boosters

DATE: 12/10/14

2. LIST THE NAME OF THE ORGANIZATION PRESIDENT AND OTHER INDIVIDUALS AUTHORIZED TO EXECUTE CONTRACTS AND OTHERWISE ACT ON BEHALF OF THE APPLICANT:

NAME Mary Garcia
TITLE President and Treasurer of Tavares Middle School Band Boosters
NAME Ms. Warnet
TITLE: Tavares Middle School Band Director/Instructor

4. HAVE YOU APPLIED FOR CITY OF TAVARES FUNDING IN THE PAST?

YES_____ NO X

AMOUNT APPLIED FOR: N/A

AMOUNT GRANTED AND RECEIVED: N/A

5. WHAT IS THE PURPOSE OF YOUR REQUEST? /WHAT SERVICES OR PROGRAMS WILL BE OFFERED?

The purpose of this request is for financial assistance for the Tavares Middle School Jazz Band to attend and participate at the Florida Music Educator's Association Professional Development Conference in Tampa, Florida, in January, 2015. The TMS Jazz Band was one of three middle schools in the state of Florida chosen to attend and perform at this Conference and represent our great city of Tavares. Also, although the TMS Jazz Band has been invited to perform at this Conference, this is a unique and rare opportunity to participate in the numerous music workshops available to our Tavares community children. This is a privilege to be invited to perform at this event however, this is a four-day event out of town, with many expenses associated with the trip.

6. WHAT IS YOUR CLIENT BASE AND/OR WHO ARE THE RECIPIENTS OF THE SERVICE WHICH WILL BE PROVIDED? PLEASE INCLUDE GEOGRAPHIC AND DEMOGRAPHIC INFORMATION AS APPROPRIATE.

There is no client base. The recipients are 30 Tavares Middle School Jazz Band Members (7th and 8th grade students of Tavares Middle School.) The Tavares Middle School Jazz Band has received a prestigious invitation to perform and participate at the Florida Music Educator's Association Professional Development Conference in Tampa, Florida, in January, 2015. The TMS Jazz Band was one of three middle schools in the state of Florida chosen to attend and perform at this Conference and represent our great city of Tavares.

7. WHAT PERCENTAGE OF YOUR CLIENTS ARE RESIDENTS OF THE CITY OF TAVARES?

All the students attend Tavares Middle School and must be zoned for Tavares Middle School by their parents being residents of Tavares.

8. WHAT ARE THE GOALS OF YOUR PROGRAM OR SERVICE TO BE PROVIDED?

To enhance the musical education and experience of these Tavares Middle School Students.

9) WHAT IS THE AMOUNT YOU ARE REQUESTING?

$500.00

CHECKLIST OF ITEMS TO BE SUBMITTED:

IN ADDITION TO THIS COMPLETED, SIGNED GRANT APPLICATION, PLEASE ATTACH THE FOLLOWING REQUESTED ITEMS TO YOUR APPLICATION PACKET:

□ **1. Appendix A:** A current list of your Board of Directors or members and officers, including addresses and telephone numbers.

□ **2. Appendix B:** Current organizational chart

□ **3. Appendix C:** IRS Determination Letter determining tax-exempt status if applicable.

□ **4. Appendix D:** Organization's budget and income and expense report for the last fiscal year (for requests over $1000).

□ **5. Appendix E:** Supporting documents (limited to three) such as brochures, flyers, newspaper articles, sponsorship letters, etc. that describe your organization's activities.

REVIEW PROCESS

PLEASE NOTE: In order for an application to be considered by the City of Tavares, a representative of the organization may be required to make a presentation at a Committee meeting or City Council meeting to answer questions concerning the organization.

1. **Complete, sign and return this application and appendices to the City of Tavares c/o The City Clerk's Office, 201 E. Main Street, Tavares, FL 32778 by the due date.**
2. **Upon review, The City Administrator will make a recommendation to the Tavares City Council.**
3. **The City Council will provide final approval of grant awards, and may, at their discretion, elect to withhold a portion of the full community grant account for future applications.**
4. **Upon final approval, a letter of notification will be sent by the City Clerk and the applicant will be asked to submit an invoice to the City of Tavares, attention: Nancy Barnett, City Clerk, PO Box 1068, Tavares, FL 32778.**

Print Close

Tavares Middle School Jazz Band Fund Raiser

From: **mary garcia** (cfctanks@live.com)
Sent: Sun 12/07/14 6:59 PM
To: lpfister@tavares.org (lpfister@tavares.org)

Dear Lori,

This is follow up my conversation with you Saturday night about you presenting information to the City Council to seek support for our upcoming trip to the Florida Music Educator's Conference in Tampa, Fl in January, 2015.

According to the website, http://fmea.flmusiced.org/, the FMEA Professional Development Conference is one of the largest music education professional development events in the United States. In addition to approximately 250 clinic sessions and concerts, it is host to the All-State Bands, Orchestras, and Choruses. It is attended by more than 8,000 people, including secondary music directors, elementary music teachers, music supervisors, college students, college music teachers, school administrators, K-12 students performing in the All-State ensembles, students and professional musicians performing with invited performing ensembles, and parents of performing students.

It is a great honor to be chosen to perform at the Florida Music Educator's Conference. Each and every middle school in the State of Florida submitted their band and/or chorus audition recording. Only three middle schools were selected and invited to perform at the Conference and Tavares Middle School is one of the three.

Although the Tavares Middle School Jazz Band has been invited to perform, this is also a unique and rare opportunity to participate in the numerous music workshops available for our local Tavares community children. This is also a prestigious event for these seventh and eighth graders to represent our great City of Tavares - America's Seaplane City!

While this is a privilege to be invited to perform and participate at the Conference, there is a great expense that is associated with this momentous experience - $5,400.00 for the 30 students to attend. This is a four-day event at the Tampa Bay Convention Center. So charter buses, hotel rooms, and meals are necessary to be provided for these middle school children.

The kids have been very involved in fund raising, however more money is needed.

As many of the parents of these Jazz Band members are Tavares High School Alumni. we would be most appreciative if the Tavares City Council would consider providing a financial contribution to support our local Tavares Middle School Jazz Band to attend and participate at this great Conference.

In advance, thank you for investing in our future generation of this great Tavares community.

Sincerely,

Mary Garcia

President, Tavares Middle School Band Boosters
(352) 516-0207

Ms. Victoria Warnet - Teacher
430 Park Glen Dr.
Tavares, FL 32778
850 363 5602

Mrs. Mary Garcia President + Treasurer
2354 Barons Ct
Tavares, FL 32778
352.516.0207

Mrs. Chris Clark Vice President
28918 Williams Woods Rd
Tavares, FL 32778
352-988-3555

Mrs. Wendy Padilla Secretary
31633 Stratford Ct.
Grand Island, FL 32735
wpadilla88@aol.com

From: "mary garcia" <cfctanks@live.com>
Date: Sunday, December 07, 2014 6:59 PM
To: "Lori Pfister" <lpfister@tavares.org>
Subject: Tavares Middle School Jazz Band Fund Raiser

Dear Lori,

This is follow up my conversation with you Saturday night about you presenting information to the City Council to seek support for our upcoming trip to the Florida Music Educator's Conference in Tampa, Fl in January, 2015.

According to the website, http://fmea.flmusiced.org/, the FMEA Professional Development Conference is one of the largest music education professional development events in the United States. In addition to approximately 250 clinic sessions and concerts, it is host to the All-State Bands, Orchestras, and Choruses. It is attended by more than 8,000 people, including secondary music directors, elementary music teachers, music supervisors, college students, college music teachers, school administrators, K-12 students performing in the All-State ensembles, students and professional musicians performing with invited performing ensembles, and parents of performing students.

It is a great honor to be chosen to perform at the Florida Music Educator's Conference. Each and every middle school in the State of Florida submitted their band and/or chorus audition recording. Only three middle schools were selected and invited to perform at the Conference and Tavares Middle School is one of the three.

Although the Tavares Middle School Jazz Band has been invited to perform, this is also a unique and rare opportunity to participate in the numerous music workshops available for our local Tavares community children. This is also a prestigious event for these seventh and eighth graders to represent our great City of Tavares - America's Seaplane City!

While this is a privilege to be invited to perform and participate at the Conference, there is a great expense that is associated with this momentous experience - $5,400.00 for the 30 students to attend. This is a four-day event at the Tampa Bay Convention Center. So charter buses, hotel rooms, and meals are necessary to be provided for these middle school children.

The kids have been very involved in fund raising, however more money is needed.

As many of the parents of these Jazz Band members are Tavares High School Alumni. we would be most appreciative if the Tavares City Council would consider providing a financial contribution to support our local Tavares Middle School Jazz Band to attend and participate at this great Conference.

In advance, thank you for investing in our future generation of this great Tavares community.

Sincerely,

Mary Garcia
President, Tavares Middle School Band Boosters
(352) 516-0207

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

AGENDA TAB NO. 5

SUBJECT TITLE: Ordinance #2014-20 - Approval of Renewal of Franchise Agreement with Sumter Electric Cooperative (SECO)

OBJECTIVE:

To approve Ordinance #2014-20 to approve the renewal of the City of Tavares Franchise Agreement with Sumter Electric Cooperative (SECO) for thirty years through 2044.

SUMMARY:

The City entered into a franchise agreement with Sumter Electric Cooperative originally in January 1977 which was approved through City Ordinance No. 76-76-A. The agreement was approved for a 30 year period.

On October 21, 1992, The City Council adopted Emergency Ordinance 92-27 which extended the agreement period from 30 years to 38 years which provided for a termination date of December 31, 2014.

As the current franchise agreement (Ord. 76-76-A & Ord. 92-27) with SECO expires December 31, 2014. Staff has negotiated a renewal of the franchise agreement for an additional 30 years which provides for the continuation of the collection of franchise fees through 2044. By renewing the agreement for 30 years, this provides the City with a revenue source that is available for pledge.

Franchise Fee revenues are included in the Fiscal Year 2015 Budget and account for approximately 3.27% of total General Fund revenues ($970,549 from SECO and Duke Energy at 6% of grantee's base revenues).

Previous terms of the agreement that was renewed in1992 remain the same except that the City has agreed to a "non-compete" clause by foregoing the option to purchase the transmission lines during the term of the franchise or in any extension thereof in competition with the Grantee. The monthly franchise fee paid to the City remains at six percent (6%) of the Grantee's base revenues for the preceding month.

OPTIONS:

1) Move to approve the renewal of the Franchise Agreement with Sumter Electric Cooperative for a period of thirty years (2044)
2) Do not approve the renewal of the Franchise Agreement with Sumter Electric Cooperative

STAFF RECOMMENDATION:

Move to approve the renewal of the Franchise Agreement with Sumter Electric Cooperative for a period of thirty years until 2044.

FISCAL IMPACT:

Monthly franchise fee of 6% remains the same as previous agreement. Renewing the agreement requires no change to the FY2015 Adopted Budget.

LEGAL SUFFICIENCY:

Legally sufficient

ORDINANCE NO. 2014-20

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, WHICH GRANTS A FRANCHISE TO SUMTER ELECTRIC COOPERATIVE FOR CONSTRUCTING, MAINTING AND OPERATING AN ELECTRIC DISTRIBUTION SYSTEM IN THE CITY OF TAVARES, FLORIDA; EXTENDING THE TERM OF THE FRANCHISE UNTIL DECEMBER 31, 2044; PROVIDNG AN EFFECTIVE DATE.

WHEREAS, the City of Tavares entered into a franchise agreement with Sumter Electric Cooperative by Ordinance #76-16-A to maintain and operate an electric distribution system in a portion of the City of Tavares; and

WHEREAS, Ordinance #76-16-A was amended by Emergency Ordinance 92-27 to extend the term of that franchise agreement until December 31, 2014;

WHEREAS, the City of Tavares now desires to extend the term of the franchise agreement attached as Exhibit A until December 31, 2044, therefore;

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

Ordinance #92-27 is hereby amended as follows:

1. The period of the grant is hereby extended for thirty years through the attached Exhibit 'A' Franchise Agreement which extends the expiration date of the agreement from December 31, 2014 to December 31, 2044.

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

PASSED AND RESOLVED this day of 2015, by the Tavares City Council.

First Reading:

Second Reading and Adoption:

Kirby Smith, Mayor
Tavares City Council

ATTEST:

Nancy Barnett, City Clerk

Approved as to form and legality:
City Attorney

ELECTRIC FRANCHISE AGREEMENT

THIS ELECTRIC FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the _____ day of January, 2015, between **THE CITY OF TAVARES, FLORIDA**, hereinafter called "Grantor" and **SUMTER ELECTRIC COOPERATIVE, INC.**, hereinafter called "Grantee."

WITNESSETH:

WHEREAS, the Grantor deems it necessary, desirable and in the interest of its citizens to establish a non-exclusive franchise granting to Grantee the permission to occupy Rights-of-Way in the City of Tavares, Florida, for the purpose of providing electric services; and

WHEREAS, the Grantee is willing to undertake the installation and operation of its electric utility facilities under a franchise from Grantor; and

WHEREAS, the previous Agreement has expired, and neither party is in breach of any covenant or provision of the franchise agreement; and

WHEREAS, the parties now wish to enter into this Agreement for the purposes stated herein; and

WHEREAS, the Grantor has obtained the authorization of its local governing body as may be required by applicable law and Grantor's charter and ordinances to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and by reference are incorporated herein and made a part hereof.

2. **Entire Agreement**. The parties affirm and understand that this Agreement constitutes the entire, full, and complete understanding between the parties and they further affirm and understand that they have not relied, in any way, upon any representations, promises, agreements, arrangements, or understandings which are not fully and expressly contained herein.

3. **Definitions**. For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense

include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. **"Grantor"** – The City of Tavares, Florida.

B. **"Grantee"** – Sumter Electric Cooperative, Inc., its successors and assigns.

C. **"Electric Utility System"** – An electric power system installed and operated in the Franchise Area in accordance with the provisions governing Rural Electric Cooperatives or such other regulations as may be appropriate to Grantee's successors or assigns establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

D. **"Franchise Area"** – That area for which Grantee provides Electric Utility Service which is within the corporate city limits of the Grantor.

E. **"Base Revenues"** – Revenues from the sale of electricity, net of customer credits, to residential, commercial, and industrial customers and Grantor sponsored street lighting all within the corporate limits of the Grantor.

F. **"Person"** – Any person, firm, partnership, association, corporation, company, or organization of any kind.

G. **"Rights-of-Way"** – All of the public streets, alleys, highways, waterways, bridges, and easements of the Grantor, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Grantor, or in such territory as may hereafter be added to, consolidated or annexed to the Grantor.

4. **Grant of Authority.**

A. There is hereby granted by Grantor, to Grantee, the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under Rights-of-Way now laid out or dedicated, and all extensions thereof, and additions thereto in the

corporate city limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its Electric Utility System, provided that all portions of the same shall conform to the National Electrical Safety Code. This Franchise is awarded subject to the provisions of general or special laws of Florida now existing or hereinafter enacted. This grant of authority is limited to the provision by Grantee of electric utility services, but is not intended to restrict any rights or authority for use of Rights-of-Way outside the scope of this grant of authority which Grantee may have under other applicable laws or other agreements.

B. **Annexation or Contraction**. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves a Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

C. **Non-Exclusive Use**. The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the Grantor reserves the right to grant similar use of said Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy Rights-of-Way as aforesaid.

D. **Non-Compete**. As a further consideration of this Franchise, the Grantor agrees not to engage in the business of distributing and selling electricity within the service territory boundaries of the Grantee (if any), approved by the Florida Public Service Commission, during the term of this Franchise or any extension thereof in competition with the Grantee.

5. **Term of Agreement and Franchise.**

A. This Agreement and the corresponding Franchise shall take effect and be in force from the date of execution through December 31, 2044.

6. **Payment to Grantor.**

A. Effective the first day of the second month beginning after the effective date of this Agreement, Grantor shall be entitled to receive from Grantee a monthly franchise amount which will equal six percent (6%) of Grantee's Base Revenues for the preceding month which amount shall be the total compensation due Grantor for the rights, authority and privileges granted by this Franchise.

B. Payment shall be made to the Grantor for each month no later than the twentieth (20th) day of the following month. The monthly payment may be made by wire transfer. Any monthly payment or any portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of ten percent (10%) per annum until all payments are paid in full.

7. **Favored Nations.**

A. In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of the amount provided for per Section 6 above, the Grantee shall immediately notify the Grantor and the Grantor reserves the right to amend this Franchise to require the Grantee to pay the Grantor such additional franchise fees. The Grantee's failure to notify Grantor of such additional payments does not limit Grantor's rights to such additional franchise fees nor limit Grantee's liability with respect thereto including late payments outlined in Section 6(B).

B. In the event Grantor exercises its right to amend this Agreement to adjust payment of the franchise fee in accordance with Paragraph 7(A), Grantee agrees to execute any such amendment and to continue to abide by all terms of this Agreement as well as any amendments.

C. In no event shall Grantor receive a franchise fee that is less, in terms of percentage and/or Base Revenues, than any other governmental entity within Grantee's service area, except that, in the event Grantor shall hereafter grant a utility franchise to any other energy supplier providing for the payment of a franchise fee less than the amount provided for in Section 6 above, then Grantor shall be obligated to accept an amendment of this Agreement providing for a decrease in the franchise fee to such lesser amount.

8. **Rates and Services Provided**. The rates to be charged and services provided by the Grantee for electric service within the corporate limits of Grantor during the term of this Agreement shall be as provided in the Grantee's tariffs now or hereafter approved by Grantee's Board of Trustees. In the event that Grantee's proposed successor or assign is an entity other than a Rural Electric Cooperative, it shall satisfy the Grantor that its rates will be reviewed and approved by the proper regulatory agency.

9. **Character of Service**. Grantee agrees that the materials to be used in the construction, operation and maintenance of the electric distribution system and the service rendered thereby shall be consistent with its overall system and shall be included in its long range plans for system maintenance and improvement.

10. **Indemnifications**.

A. Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities thereunder, and the acceptance of this Agreement by Grantee shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which Grantor may incur by reason of the neglect, default, or misconduct of Grantee in the construction, operation or maintenance of its electric utility facilities thereunder. Notwithstanding the above, the Grantee's indemnification of the Grantor shall be limited to the extent that the Grantor's liability is found to be limited by §768.28, Florida Statutes, nor is any part of this Agreement intended to be a waiver of sovereign immunity with respect to claims described in this subparagraph.

B. Grantee shall maintain throughout the term of this Agreement insurance with regard to all damages set forth in Section 10(A) in the minimum amounts of:

(i) $1,000,000 for bodily injury or death to a person;

$2,000,000 for bodily injury or death resulting from any one accident;

(ii) $50,000 for property damage resulting from any one accident.

11. **Approval of Transfer.**

A. The rights and privileges granted by this Agreement shall not be sold, or assigned in whole or in part without the Grantor's prior written approval; however, such consent shall not be unreasonably withheld. No such sale or assignment shall be effective until the vendee or assignee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, or assignment and agreeing to perform all the conditions thereof, including such amendments to the franchise as may be necessary when such proposed assignee is a legal entity other than a Rural Electric Cooperative.

12. **Grantor Rights in Franchise**. The right is hereby reserved to the Grantor to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, within the powers of the Grantor, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Grantee or materially interfere with the benefits conferred on Grantees hereunder.

13. **Work in the Rights-of-Way**. The Grantee is hereby granted the right, authority and privilege to make all necessary excavations in said streets, avenues, alleys, thoroughfares, public rights-of-way and easements of Grantor. The Grantee shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in Grantee's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of same. Moreover, the Grantee shall have the right to construct, erect, operate and maintain in said City an electric system

together with necessary substations, lines and related facilities, for carrying Grantee's business; provided that, in accomplishing these purposes, the streets of said City shall not be unreasonably obstructed and work in connection therewith shall be done and carried on in conformity with such reasonable rules, regulations and local ordinances with reference thereto as may be adopted by Grantor for the protection of the public.

14. **Records and Reports**. The following records and reports shall be filed with or available to Grantor:

A. **Grantee Rules and Regulations**. Copies of rules, regulations, terms and conditions adopted by Grantee that relate to Grantee's use of Grantor's Right-of-Way shall be available upon request by Grantor.

B. **Accounting**. Grantee shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by its lenders, or as mutually agreed to by Grantor and Grantee.

C. **Reports**. The Grantee will attach to each payment a statement of its estimated Base Revenues by revenue account for the period on which such payment is based, signed by an authorized representative of the Grantee, in such reasonable form and detail as Grantor may from time to time prescribe, sufficient to show the source and method of computation of Base Revenues. The acceptance of any statement or payment shall not estop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).

D. **Availability of Records and Reports**. Grantee shall supply all accounts and records of the Grantee and/or all such information that the Grantor or its representatives may from time to time reasonably request or require relative to the calculation of franchise fees. Such financial records shall be kept and maintained in accordance with generally accepted accounting principles. All of these records shall, on written request of Grantor, be open

for examination and audit by Grantor and Grantor's representatives during ordinary business hours, and such records shall be retained by Grantee for a period of five (5) years.

E. **Audit**. Grantor may require an audit of Grantee's books relating to this Agreement and the franchise hereunder at once every five (5) years. Such audit shall be at Grantor's expense. However, Grantee will reimburse Grantor's audit costs if the audit identifies errors in the Grantee's franchise Base Revenues of five percent (5%) or more for the period audited. Errors identified during the audit process shall be projected for any additional time periods not covered during the audit if there is a reasonable probability these errors occurred during the unaudited period, but not for more than five (5) years. If an underpayment of franchise fee has occurred, interest will be computed at a rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within thirty (30) days after receipt of demand therefore from Grantor.

15. **Grantor's Authority**.

A. Nothing in this Agreement shall prevent Grantor from levying and collecting such taxes as Grantor may from time to time be empowered, by law, to levy and collect provided such taxes shall be applied uniformly to all persons within Grantor's corporate limits and shall not constitute an additional tax or fee for Grantee's use of the Rights-of-Way. Such taxes are not considered part of the franchise fees.

16. **Severability**. Should any section or provision of this Agreement or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the Grantor and Grantee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

17. **Attorney's Fees and Expenses**. Except as otherwise provided for herein, Grantor and Grantee hereto agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this

Agreement, the prevailing party shall be entitled to recover a reasonable amount for attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

18. **Governing Law and Venue**.

A. The rights and privileges granted to Grantee by this Agreement shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of Grantor's Rights-of Way and nothing in this Agreement shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Rights-of-Way.

B. The Franchise and rights herein granted are subject to the provisions of existing Federal laws and the laws of the State of Florida and those hereafter enacted.

C. Venue. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida, or if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Ocala Division.

19. **Notices**. Except in exigent circumstances, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt requested shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

GRANTOR:	**GRANTEE:**
City Manager City of Tavares 201 E. Main Street Tavares, FL 32778	C.E.O. & General Manager Sumter Electric Cooperative, Inc. P.O. Box 301 Sumterville, FL 33585-0301

Notice shall be given as required by this Agreement and for all other emergencies. Notice shall be provided to the above named addresses unless directed otherwise in writing by Grantor or Grantee.

20. **Non-waiver Provision**. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

"GRANTOR"

CITY OF TAVARES FLORIDA

By: _____
Kirby Smith
Mayor

Attest: _____
Nancy Barnett
City Clerk

Approved as to form and content:

_____
Robert Q. Williams
City Attorney

"GRANTEE"

SUMTER ELECTRIC COOPERATIVE, INC.

By: _____
James P. Duncan
C.E.O. & General Manager

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™

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

AGENDA TAB NO. 6

SUBJECT TITLE: Approve Ordinance Number 2014-21 amending Section 17.75 (A) of the Land Development Regulations to reflect Stormwater Fees Adopted with the Fiscal Year 2015 Operating Budget

OBJECTIVE: To obtain Council approval to amend Section 17.75 (A) of the Land Development Regulations for Stormwater rates as provided in the 2015 Adopted Budget.

SUMMARY: During the 2015 budget preparation process, it was determined that operational costs and capital needs far exceeded the revenue generated from current Stormwater fees.

Further, the City's rate consultant, Mike Rocca of Raftelis and Associates, prepared a rate study for the Water, Sewer, Reclaim and Stormwater utilities. The Study indicated needed rates to meet debt service obligations for the Downtown CRA Stormwater Improvements. These rates were included in the FY 2015 Budget.

Final results of the Rate Study were provided to the City Council on November 19, 2014.

The Adopted Stormwater Budget for Fiscal Year 2015 included a stormwater fee of $7.00 per ERU as indicated in the Utility Rate Study.

OPTIONS:

1. Approve Ordinance 2014-21, which amends Section 17.75 (A) of the Land Development Regulations to increase the monthly Stormwater drainage utility fee for each single family dwelling unit from $6.25 to $7.00.

2. Do not approve Ordinance 2014-21.

STAFF RECOMMENDATION:

Option 1. **Move to Approve** Ordinance 2014-21, which amends Section 17.75 (A) of the Land Development Regulations and sets the monthly Stormwater drainage utility fee for each single family dwelling unit at $7.00.

FISCAL IMPACT: This Ordinance provides documentation in the Land Development Regulations for the implemented stormwater fees for the 2015 Adopted Budget.

ORDINANCE 2014-21

AN ORDINANCE AMENDING SECTIONS 17-75 AND 17-77 OF THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO STORM WATER DRAINAGE UTILITY FEES; INCREASING SAID FEE TO $7.00/ESFU AS APPROVED IN THE FISCAL YEAR 2015 ADOPTED BUDGET; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 17, 2014, the City Council Adopted the Fiscal Year 2015 Operating Budget for the City of Tavares which set forth Stormwater Rates for the Fiscal Year 2015 Operating Budget for the Stormwater Utility;

WHEREAS, the City Council requests an update to the Land Development Regulations to reflect the fee established in the Fiscal Year 2015 Stormwater Budget;

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

Sec. 17-75. Schedule of Utility Fees.

(A) The City Council shall by ordinance establish reasonable rates for the stormwater drainage utility system for each single-family dwelling unit (SFU). The monthly stormwater drainage utility fee for each single-family dwelling unit shall be $7.00. Each SFU shall be billed a flat fee established by the city council for residential units. For residential accounts not individually metered, the account holder of the master meter shall be billed the fee established for a SFU multiplied by the number of residential units.

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

PASSED AND ORDAINED this _____ day of _____, 2014, by the City Council of the City of Tavares, Florida.

_____

Kirby Smith , Mayor
Tavares City Council

ATTEST:

_____
John Drury
City Administrator

Passed First Reading _____

Passed Second Reading _____

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

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™

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

AGENDA TAB NO: 7

SUBJECT TITLE: Resolution #2014-30 Fire Assessment Roll for FY2015

OBJECTIVE:
To approve Resolution 2014-30, which updates the Fire Assessment Roll for Fiscal Year 2014-2015

SUMMARY:
Ordinance No. 2012-14 was adopted by the City Council on June 6, 2012, and authorizes the collection of fire assessments for properties located within the City of Tavares. The Ordinance also requires the City Council to approve an assessment roll for each budget year. The initial assessment roll was prepared under Resolution No. 2012-13 and approved by the City Council on October 3, 2012.

Fire Assessments were included and adopted with the Fiscal Year 2015 budget.
The attached Resolution provides for an updated fire assessment roll as required under Ordinance No. 2012-14. The assessment roll is provided as one exhibit to the Resolution and the exhibit includes the following:

> Assessment Roll for Properties – Billed Locations.
> The Roll is grouped by Customer Class: Commercial (CO), Residential (RS), Industrial (WI), and Institutional (NG)

Exempted property remains unchanged.

OPTIONS:
1. Approve Resolution 2014-30 updating the Fire Assessment Roll for Fiscal Year 2015
2. Do not approve Resolution 2014-30 and cut $1.5M from the FY2015 General Fund Budget.

STAFF RECOMMENDATION:
Move to approve Resolution 2014-30 updating the Fire Assessment Roll for Fiscal Year 2015.

FISCAL IMPACT: Fire Assessments were included in the Adopted Budget for Fiscal Year 2015.

LEGAL SUFFICIENCY:
The resolution has met legal sufficiency.

RESOLUTION 2014 - 30

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; UPDATING THE FIRE ASSESSMENT ROLE for ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF TAVARES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; APPROVING THE RATE OF ASSESSMENT: APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2015.

WHEREAS, the Ordinance No. 2012-14 authorized a fire assessment for real property located within the City of Tavares.

WHEREAS, Ordinance No. 2012-14 authorized collection of Fire Assessments on City utility bills, and collected on a monthly basis in arrears on the regular billing cycles, appearing as a separate line, and requiring an annual update to the assessment roll,

WHEREAS, Resolution No. 2012 -13 set forth rate methodology for all properties assessed, and set forth the initial assessment roll,

WHEREAS, during the Fiscal Year 2015 budget process, and public hearings, the City Council approved the continuation of the Fire Assessment,

WHEREAS, the adoption of this Resolution serves the health, safety and general welfare of the residents of the City of Tavares, and therefore;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAVARES that the City Council hereby approves an Assessment Roll for the Fiscal Year commencing October 1, 2014.

Section 1: Exhibit A – Assessment Roll for Properties classed as Residential, Commercial, Industrial Warehouse, and Non Government Institutional.

PASSED AND ADOPTED this 17th day of December, 2014.

_____
Kirby Smith, Mayor

Attest:

_____
Nancy Barnett, City Clerk

Approved as to Form:

_____
Robert Q. Williams, City Attorney

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

AGENDA TAB NO. 8

SUBJECT TITLE: Request to add additional catering companies from Lake County to cater the Pavilion on the Lake

---

OBJECTIVE: To authorize staff to solicit for and then secure additional caterers from Lake County to provide catering services to the Pavilion On The Lake.

SUMMARY:
By way of background, in response to the Request For Qualifications (RFQ) for catering services for the Pavilion on the Lake that was previously advertised on November 3, 2013, the following illustrates the results of this process:

- 10 companies attended the mandatory pre-bid meeting (5 from Lake County and 5 from Orange County)

- Of these 10 companies, 6 responded to the bid proposal (1 from Lake County and 5 from Orange County)

- Of these 6 companies, 4 catering companies from Orange County met the requirements and qualifications. Two bidders, 1 from Lake County and 1 from Orange County, submitted incomplete proposals and were disqualified

- The city entered into contractual agreements with the 4 companies listed below for a period of three (3) years with two (2) one (1) year options to extend subject to a performance review.

1. Big City Catering (Orlando, FL)
2. Puff 'n Stuff Events/Catering (Orlando, FL)
3. Arthur's Creative Events & Catering (Altamonte Springs, FL)
4. Events by John Michael, (Orlando, FL)

In addition to the four (4) pre-approved catering companies to select from, Pavilion On The Lake clients can also hire a catering firm not listed on the pre-approved list from Lake County or any other County for that matter, and pay the city a $500.00 non-refundable fee (this fee is in lieu of the 10% fee paid to the city by each pre-approved caterer after each engagement and is available to cover any damage that may occur from a caterer who damages the city's state-of-the-art kitchen equipment, as well as to cover staff time to ensure that the

privately selected company has proper licenses and insurance). This option has three problems associated with it:

1. Many complain about the $500 fee.
2. The amount of staff time to vet each private catering company for insurance, licensing etc.... is proving to be problematic (The catering companies either do not have or do not provide until 11th hour)
3. Doesn't meet industry standards: a majority of events centers at this level do not permit a "free for all" or "bring any catering company you want" program.

As an alternative to the current catering program, staff is recommending that the City encourages participation from Lake County and local catering companies by advertising for Lake County companies only to apply to be added to the Pre-approved list ("Pavilion Preferred Catering List"). We anticipate adding up two (2) additional caterers to the Preferred List through this process.

The Lake County catering companies would be required to meet the same standards as the current four (4) pre-approved catering companies as follows:

- Proof of license, permit/certificate and insurance to do business in the state of Florida

- Proof of licensure through the Florida Department of Business Regulation, Hotel and Restaurant Division License.

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

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

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

- Provide your Hazard Analysis Critical Control Point (HAACCP) plan

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

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

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

At-a-glance this would result in:

- In addition to the option to hire 1 of 4 Orange County caterers, our clients would also have the option to hire 1 of 2 Lake County caterers

- The $500.00 client, non-refundable fee would be eliminated

- The vetting process by staff would cease, saving many hours of staff time and stress on the client as they wait for insurance certificates and licenses to be handed in.

- The option to hire any/all catering firms not listed as a Pre-approved Caterer would cease meeting more industry standards for a facility of this level.

- The cleanliness and integrity of the kitchen would be better managed by minimizing the amount of users

- The odds of clients being exposed to a "bad food" experience at the Pavilion would be dramatically reduced.

If authorized to proceed, this "Lake County Business Only" opportunity would advertised on the city's website, on Demand Star, in the Daily Commercial, in the Orlando Sentinel, with the Tavares Chamber and posted on the website of the National Association for Catering and Events -- a catering trade group.

OPTIONS:

1) To authorize staff to proceed with advertising and then selecting up to two Lake County catering companies to be added to the Pre-approved List for catering services at the Pavilion on the Lake and implement a policy that limits catering to the Pavilion On The Lake to only those Catering Companies on this list.

2) To not authorize staff to proceed with this plan and to keep the current catering program in place.

STAFF RECOMMENDATION: Move to authorize staff to proceed with advertising and then selecting up to two Lake County catering companies to be added to the Pre-approved List for catering services at the Pavilion on the Lake and implement a policy that limits catering to the Pavilion On The Lake to only those Catering Companies on this list.

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

LEGAL SUFFICIENCY: meets legal sufficiency

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER17, 2014

AGENDA TAB NO. 9

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- Regular City Council Meeting – January 21, 2015 – 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – January 27, 2015 – 5:30 p.m.
- Library Board – January 21, 2014 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – December 18, 2014 – City Council Chambers – 3:00 p.m.
- Lake Sumter MPO Eighth Annual Horizon Awards – January 28, 2015 – Clermont Community Center – 5:30 p.m.

OTHER EVENTS

African American Heritage Festival – February 7, 2015 – 8 am to 5 pm

Crappie Masters – February 13-14, 2015

Waterman 5K Run – February 22, 2015 – 8 am to 11 am

HydroDrag Nationals – February 28-March 1, 2015

Orange Blossom Marathon – October 1, 2015

March 7, 2015 – Rubber Ducky Races

March 13-14, 2015 – Dragonboat Races

March 20-22, 2015 – Classic Raceboat Regatta

March 26-29, 2015 – Sunnyland Boat Show

April 11, 2015 – Planes, Trains & BBQ

April 28, 2015 – Seaplane Fly In

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™

AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 17, 2014

AGENDA TAB NO. 10

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

THIS PAGE INTENTIONALLY LEFT BLANK

TAVARES

America's Seaplane City™